

MASTER PLAN REEXAMINATION REPORT AND UPDATED HOUSING PLAN ELEMENT AND FAIR SHARE PLAN



Prepared for:

**Township of Marlboro Planning Board
Monmouth County, New Jersey**

November 22, 2019

Prepared By:



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*This document has been prepared in accordance with N.J.S.A. 40:55D-89 of the Municipal Land Use Law.
The original of this report was signed and sealed in accordance with N.J.S.A. 45:14A-12.*

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Section 1: Master Plan Reexamination Report

I. Introduction

The Township of Marlboro is a suburban community located in the western portion of Monmouth County. The Township is 30.471 square miles in size and is bordered by seven other municipalities including Matawan Borough and Aberdeen Township to the north, Holmdel Township to the northeast, Colts Neck Township to the southeast, Manalapan Township to the southwest, Freehold Township to the south, and Old Bridge Township in Middlesex County to the northwest.

Marlboro contains suburban residential neighborhoods; commercial corridors along Tennent Road, New Jersey State Route 79 and New Jersey State Route 9; scattered farmland; and environmentally sensitive areas. Over sixteen percent of the Township's land area is preserved from future development by the State, County, or Township.

In the last 10 years minor residential growth has continued in the Township at a much slower pace than in preceding decades. Recent residential developments have included the inclusionary Camelot Apartments, Monarch Point, and Marlboro Estates projects.

Marlboro Township Planning Board adopted this Master Plan Reexamination Report and Updated Housing Plan Element and Fair Share ("Plan") on August 7, 2019. This Plan is now being updated and adopted in its current form in order to incorporate additional appendices that comprise supporting documentation for the affordable housing projects and programs outlined herein. In addition, minor changes have been made to the affordable housing unit counts for some of the projects based upon new documentation that has been received.

1.1 History of the Master Plan in the Township of Marlboro

The Township of Marlboro prepared its last comprehensive Master Plan in 1997, with an amendment to the Land Use Plan Element and Circulation Plan Element in 2002. Since that time, Reexamination Reports were adopted in 2008 and 2012. Additional Master Plan Elements that were adopted or amended between the 1997 Master Plan and this Reexamination include the 2018 Open Space and Recreation Plan, 2013 Green Buildings and Environmental Sustainability Plan, 2011 Farmland Preservation Plan, 2010 Housing Element and Fair Share Plan, 2010 Vision Plan, and 2005 and 2007 Amended Land Use Plan. An updated Housing Element and Fair Share Plan, demonstrating compliance with its Prior and Third Round obligations, is included within this Report.

Per N.J.S.A. 40:55D-89, a Planning Board is required to prepare a periodic reexamination of its master plan every ten (10) years. A Reexamination Report is a review of previously adopted master plans, amendments and local development regulations to determine if the policy guidelines set forth therein are still applicable. The Township of Marlboro last adopted its Master Plan in 1997, with a 2012 Reexamination Report. Considering changes in the Township since that time, the 2012 Master Plan Reexamination Report is

being reexamined to reflect the changing needs of the Township and to affirm the policies that were set forth in accordance with the New Jersey Municipal Land Use Law (MLUL).

Per N.J.S.A. 40:55D-89.1, the absence of the adoption by the Planning Board of a reexamination report shall constitute a rebuttable presumption that the municipal development regulations are no longer reasonable.

II. Reexamination Report

The Reexamination Report shall state:

- a. The major problems and objectives relating to land development in the municipality at the time of adoption of the last reexamination report.
- b. The extent to which such problems and objectives have been reduced or have increased subsequent to such date.
- c. The extent to which there have been significant changes in the assumptions, policies, and objectives forming the basis for the master plan or development regulations as last revised, with particular regard to the density and distribution of population and land uses, housing conditions, circulation, conservation of natural resources, energy conservation, collection, disposition, and recycling of designated recyclable materials, and changes in State, county and municipal policies and objectives.
- d. The specific changes recommended for the Master Plan or land development regulations, if any, including underlying objectives, policies and standards, or whether a new plan or regulations should be prepared.
- e. The recommendations of the planning board concerning the incorporation of redevelopment plans adopted pursuant to the "Local Redevelopment and Housing Law," P.L.1992, c.79 (C.40A:12A-1 et al.) into the land use plan element of the municipal Master Plan, and recommended changes, if any, in the local development regulations necessary to effectuate the redevelopment plans of the municipality.

The findings and recommendations contained in the Reexamination are based upon the review of the following documents:

- Township of Marlboro Zoning Ordinance;
- Township of Marlboro Master Plan Reexamination Report, dated July 2012, prepared by Heyer, Gruel & Associates;
- Township of Marlboro Master Plan Elements including the Open Space and Recreation Plan Element, dated April 2018, prepared by CME Associates; Green Buildings and Environmental Sustainability Plan Element, dated March 2013, prepared by CME Associates; Farmland Preservation Plan Element, dated August 2011, prepared by Harriet Honigfeld, PP, AICP, Birdsall Services Group, and Heyer, Gruel & Associates; Vision Plan, dated February 2010, prepared by Heyer, Gruel & Associates;
- Township of Marlboro Master Plan, dated June 1997, prepared by Maser Sosinski & Associates, PA;
- 2010 US Census Data;
- 2017 American Community Survey 5-Year Population Estimates;
- Other pertinent existing documentation and related information from other Board professionals; and
- Annual reports of the Zoning Board of Adjustment.

III. Major Problems and Objectives relating to land development at the time of adoption of the last Master Plan Reexamination Report

The first provision of N.J.S.A. 40:55D-89 of the MLUL states that the Reexamination Report shall include:

“The major problems and objectives relating to land development in the municipality at the time of the adoption of the last reexamination report.”

3.1 Review of the 1997 Master Plan & Subsequent Reexamination Reports

The 2012 Master Plan Reexamination Report identified the 13 objectives from the 1997 Master Plan, which were reiterated in the 2002 Master Plan Amendment and 2008 Master Plan Reexamination Report:

Objectives

- Determine the viability for additional age-restricted housing in the Township. If viable, potential locations should be investigated.
- Consider alternative uses/zoning for Marlboro Airport and adjacent lands should it cease operation.
- Retain and augment the low density policy in the east and west central portions of the Township consistent with the State Development and Redevelopment Plan Planning Area 5 designation.
- Establish criteria, standards and appropriate locations for corporate headquarters facilities.
- Provide for the Township’s fair share of low and moderate income housing and improve the existing housing stock through rehabilitation as set forth in the Housing Element and Fair Share Plan adopted in March, 1995. The use of Regional Contribution Agreements should be maximized. Once the Housing Plan Element is certified by COAH it should be incorporated into the Master Plan.
- Develop a list of recommended uses and proposed standards for Marlboro Hospital lands, including a campus-style corporate headquarters, higher education facilities, low density residential uses, and a golf course. Because of the environmental sensitivity of this area, high density residential and commercial uses are to be discouraged.
- Review zoning criteria and permitted uses for the Marlboro Village area.
- Develop a Recreation and Open Space Plan that provides recreation facilities for Township residents of all ages consistent with projected population growth and proposals of the Recreation Commission.
- Work closely with the Historic Commission to develop a Historic Preservation Plan.
- Endorse development of a storm water management master plan.
- Encourage controlled and properly designed commercial and industrial development in areas so designed on the Master Plan. The extension of sewers

should be encouraged to the LI Zone on Vanderburg Road and the CIR Zone along Route 79.

- Establish a Conservation Plan that will protect environmentally sensitive areas of the Township including wetlands, floodplains and steep slopes.
- Propose local road improvements in order to alleviate specific problem areas.

3.2 Review of the 2012 Master Plan Reexamination Report

The 2012 Master Plan Reexamination Report recommended new goals and objectives to replace those in the 1997 Master Plan, as follows:

Goals

- Promote a land use policy designed to create a “sense of place” in designated centers of activity, particularly in the Village Center.
- Balance development opportunities with the established pattern of development and existing infrastructure, where applicable.
- Coordinate land use and transportation planning.
- Create pedestrian and bike connections within the Township between and among residential neighborhoods, community resources, commercial areas, and the Henry Hudson Trail.
- Creative attractive gateways at entrances to identify the Township through upgraded land uses, streetscape improvements and signage.
- Simplify the Township land use regulations.
- Balance economic development with conservation/open space.
- Use infrastructure (sewer service areas/water service areas) as a growth management tool.
- Develop a comprehensive strategy for balanced development in the Township for affordable housing.

Objectives

Land Use

- Maintain, preserve, and enhance the existing established residential character of Marlboro.
- Avoid strip commercial development along Route 79 and other major streets.
- Prevent continued residential sprawl.
- Limit future residential growth.
- Encourage properly designed commercial and industrial development.
- Retain, and where appropriate, expand the low-density policy in the east, north and west central portions of the Township consistent with the sewer service areas.

Circulation

- Take necessary measures to mitigate the effects of increased regional traffic.
- Employ traffic calming measures to retain the character of the Township.
- Ensure that the needs of bicyclists and pedestrians are met.
- Provide wayfinding signage on major roads and at gateway locations to facilitate circulation and identify the route to key activity centers and destinations in the Township.
- Monitor the effects of continued development on Township roadways.
- Prepare a Township wide traffic study which should identify opportunities to implement context sensitive improvements.
- Any future roadway improvements along Route 79 should maintain the character of Route 79 particularly within the Village Center as a two lane roadway.

Community Facilities

- Maintain and enhance the existing high level of community facilities consistent with the character and development of the Township.
- Explore the possibility of creating a multipurpose community center.
- Coordinate with the Board of Education to jointly use schools as community centers wherever feasible.
- Continue to explore shared services opportunities.

Parks and Recreation

- Maintain and expand the Township's parks and recreation system to meet the recreation needs of Marlboro residents.
- Preserve and enhance existing park and recreation facilities.
- Support the completion of the "missing link" in the Henry Hudson Trail in order to create a continuous accessible trail.
- Identify locations for possible acquisition and/or development in order to address identified needs.
- Encourage the creation of pedestrian and bicycle trails for recreation purposes as well as to provide linkages throughout the Township including the Henry Hudson Trail.
- Continue to encourage the preservation of open space.
- Explore the need for additional active recreation facilities.
- Coordinate park and recreation plans with existing and planned Board of Education facilities.
- Protect the most viable farm properties from development.
- Investigate the use of Transfer of Development right for farmland preservation.
- Promote agri-tourism and farm markets.

Conservation

- Identify, protect and preserve environmentally sensitive natural features through sound planning and land use regulations.
- Encourage the use of conservation easements on environmentally sensitive lands in private ownership to protect future disturbance.
- Encourage the remediation of contaminated sites to enhance the local environment, protect residents and return vacant sites to productive uses.
- Promote energy conservation programs at the residential and Township level through the use of efficient energy consuming devices.
- Promote and develop active and passive energy conservation approaches to reduce energy usage by the Township and new developments.
- Create Green Building Standards and a Green Development Ordinance.

Historic Preservation

- Encourage awareness and protection of Marlboro's cultural, social, and historic heritage.
- Respect the Marlboro Village Historic District when making land use policies and decisions.
- Recognize and preserve the historic character of the Township and continue to support the Historic Preservation Commission.
- Encourage historic programming to educate residents and visitors about the Township's history.

Economic

- Promote continued growth and development of the Township's economic base.
- Plan for continued economic viability by strengthening the tax base through the encouragement of continued private investment and tax producing uses, which are consistent with the community needs, desires, and existing development.
- Encourage those seeking to establish future commercial businesses and economic opportunities to locate along Route 9, within the proposed Village Center, along Route 34, and other identified areas on Route 79.
- Ensure that transportation, business and economic development retain a healthy relationship with the residential character of the Township.

IV. The extent to which problems and objectives have been reduced or have increased

The second provision of N.J.S.A. 40:55D-89 of the MLUL states that the Re-examination Report shall include:

“The extent to which such problems and objectives have been reduced or have increased subsequent to such date.”

The 2012 Master Plan Reexamination Report stated that many of the issues discussed in the 1997 Master Plan, 2002 Amendment, and 2008 Reexamination Report had largely been addressed. The extent to which the updated goals and objectives from the 2012 Reexamination Report remain relevant and the extent to which there have been significant changes in these goals and objectives is discussed below in *italicized* typeface.

Goals

- Promote a land use policy designed to create a “sense of place” in designated centers of activity, particularly in the Village Center.

This goal is still valid. A Form Based Code was prepared for the Village Center area in October 2012, and the Township has installed banner signs designating the historic district area within the Village Center boundaries and promoting the “Shop Marlboro” campaign. A portion of the Village Center is proposed to be developed with affordable housing units, market rate townhomes and commercial buildings. It is recommended that key concepts from the Village Center proposal be incorporated into this area where feasible, and that the Township continue to explore mechanisms to implement the Village Center concept along this segment of the Route 79 corridor.

- Balance development opportunities with the established pattern of development and existing infrastructure, where applicable.

This goal is still valid; however, it should be revised to specify that adequate land should be provided of non-residential development and generational housing in a manner consistent with established development patterns and sensitive to natural resources.

- Coordinate land use and transportation planning.

This goal remains valid. The Township should review zoning and permitted uses along key transportation corridors for potential conflicts between uses and traffic. The Township should also update its Circulation Plan Element in order to assess congestion along existing transportation corridors and consider possible traffic calming measures, particularly along the Route 9 corridor.

- Create pedestrian and bike connections within the Township between and among residential neighborhoods, community resources, commercial areas, and the Henry Hudson Trail.

This goal remains valid. Enhanced connectivity was cited as a major goal of the 2010 Vision Plan. Additionally, the Township adopted a Pedestrian Access Plan in 2009 that mapped existing pedestrian access conditions and targeted specific areas for sidewalk, crosswalk, and trail improvements. The Township should continue to implement this plan in order to enhance pedestrian connections and sense of community within the Township.

- Creative attractive gateways at entrances to identify the Township through upgraded land uses, streetscape improvements and signage.

This goal remains valid. The Township has installed placemaking signage in its historic district along Route 79, and should continue to implement improvements that enhance gateways to significant districts within the Township.

- Simplify the Township land use regulations.

This goal remains valid. The Township last amended its Land Use Plan Element in 2007, and should update this Master Plan Element in order to thoroughly review zoning and land use regulations. The Township should explore consolidating zone districts and simplifying land use regulations, where feasible.

- Balance economic development with conservation/open space.

This goal remains valid. The Township adopted an Open Space and Recreation Plan in April 2018 that assessed existing undeveloped open space areas within the Township and identified potential sites for preservation. Future development within the Township should be coordinated so as not to conflict with any presently preserved areas, and should be examined against the list of potential preservation areas to avoid the conversion of targeted parcels to development projects.

- Use infrastructure (sewer service areas/water service areas) as a growth management tool.

This goal remains valid. The extension, or lack of extension of sewer service to an area, is one of the principle ways that the Township can direct growth to appropriate areas, including those areas where affordable housing is required by a settlement agreement.

- Develop a comprehensive strategy for balanced development in the Township for affordable housing.

This goal remains valid. Since the adoption of the last Master Plan Reexamination Report, the courts assumed the responsibilities of COAH in In re Adoption of N.J.A.C. 5:96 & 5:97 by N.J. Council on Affordable Housing, 221 N.J. 1 (2015) based on the determination that COAH was no longer capable of performing its duties. This decision returned jurisdiction of affordable housing compliance to the courts. The Township is now seeking a declaratory judgment and judgment of repose from the courts, having mediated and resolved builder's remedy litigation that has been ongoing for several years.

The previous master plan and reexamination reports had recommended that the Township maximize the use of Regional Contribution Agreements (RCA) to satisfy any affordable housing obligations. These agreements have since been ruled by the courts to be illegal as a mechanism for satisfying any municipal fair share obligations.

The Township's Updated Housing Element and Fair Share Plan is included as a component of this Report, updating the previous 2008 Housing Element and Fair Share Plan and 2010 Plan Amendment. The 2019 Marlboro Township Housing Plan Element and Fair Share Plan is generally consistent with the Marlboro Township Land Use Plan and the other elements of the Township's Master Plan.

Objectives

Land Use

The Land Use objectives from the 2012 Master Plan Reexamination Report are generally still valid. Marlboro should continue to pursue balanced land development that limits residential development while preserving the residential character of the Township and ensuring the provision of generational housing, providing areas for business and industrial development, and preserving natural and cultural resources. The Township should update its 2007 Land Use Plan Element in order to reassess land development in the context of its affordable housing obligations, smart growth planning principles, and enhanced sustainability and green building guidelines and improvements as per revised requirements for the Land Use Element as per the Municipal Land Use Law at [N.J.S.A. 40-55D-28](#).

Circulation

The Circulation objectives of the 2012 Master Plan Reexamination Report are still valid. The Township should continue to implement these objectives, and prepare an updated Circulation Plan Element and/or a Township-wide traffic study in order to outline specific action items in order to alleviate traffic congestion, enhance pedestrian safety, assist in wayfinding, and identify necessary roadway improvements.

Community Facilities

The Community Facilities objectives of the 2012 Master Plan Reexamination Report are still valid.

Parks and Recreation

The Parks and Recreation objectives of the 2012 Master Plan Reexamination report are still valid. The Township adopted an Open Space and Recreation Plan in April 2018, which inventoried the existing developed and undeveloped State, County, and municipal open space and preserved farmland within the Township. The approximately 3,170 acres of preserved open space far exceed both state and national standards for open space and recreation opportunities for municipalities, highlighting the Township's commitment to ensuring adequate open space for its residents. In addition to inventorying existing sites, this Plan established clear goals for future open space and recreation planning within the Township, outlined a needs analysis to determine areas

and facilities slated for improvement, and listed potential preservation sites, including several existing farms. The Township was found to exceed State and national standards for open space preservation. The Township should continue to implement the recommendations of this Plan and the Pedestrian Access Plan, and should also continue to work with the Monmouth County Agriculture Development Board and State Agriculture Development Committee to enhance the recreational and preserved lands within the Township and access to them. Areas appropriate for farmers markets and other agri-tourism services should be explored.

Conservation

The Conservation objectives of the 2012 Master Plan Reexamination Report are still valid. The Township should continue to identify and preserve natural resources. Additionally, as enhanced strategies and standards for green building and sustainability have emerged since the preparation of the most recent Reexamination Report, the Township should review and adopt measures which would promote conservation.

Historic Preservation

The Historic Preservation objectives of the 2012 Master Plan Reexamination Report are still valid. Distinctive signage has been added to the Historic District along Route 79 to contribute to the sense of place within the area. The Township Historic Preservation Commission hosted Town Walking History Tours in 2018, and has recently inventoried and recommended maintenance on existing historic signs within the Township.

Economic Development

The Economic objectives of the 2012 Master Plan Reexamination Report are still valid. The Township should continue to encourage the development of its economic base through commercial and industrial uses, where appropriate, and should direct this growth to established corridors along Route 9, Route 34, and Route 79.

V. Significant changes in assumptions, policies, and objectives forming the basis for the master plan or development regulations since the 2012 Master Plan Reexamination Report

The third provision of 40:55D-89 of the MLUL requires that a Reexamination Report address:

"The extent to which there have been significant changes in the assumptions, policies and objectives forming the basis for the master plan or development regulations as last revised, with particular regard to the density and distribution of population and land uses, housing conditions, circulation, conservation of natural resources, energy conservation, collection, disposition and recycling of designated recyclable materials, and changes in State, county and municipal policies and objectives."

Since 2010, the Township has experienced slowing growth compared to patterns in the 1970s until the 1990s. Looking toward the future, the main narrative in the Township can be summed up as slowing population growth and managing the existing housing stock. Slowing the Population growth is particularly important, as it relates to preservation of environmental, economic and cultural resources, preservation of the multitude of recreational opportunities in the Township, rehabilitating aging housing stock, and planning for a lasting and sustainable future as climate change and renewable energy technologies continue to advance.

4.1 Demographic Characteristics

Following a 10.4% increase in population between the 2000 and 2010 Census, the population of Marlboro Township grew more slowly, increasing by 0.6% between 2010 and 2017.

Table 1			
Marlboro Township Population Characteristics 1930-2045 (Projected)			
Year	Population	Number Change	Percent Change
1930	1,992	-	-
1940	5,015	3,023	151.8
1950	6,359	1,344	26.8
1960	8,038	1,679	26.4
1970	12,273	4,235	52.7
1980	17,560	5,287	43.1
1990	27,974	10,414	59.3
2000	36,398	8,424	30.1
2010	40,191	3,793	10.4
2017	40,466	275	0.6
2045	42,071	1,605	3.9%

Source: 2017 American Community Survey 5-Year Population Estimates, U.S. Census Bureau, New Jersey Department of Labor, North Jersey Transportation Planning Authority

Population density is a measure of the number of people residing within a given land area. New Jersey has the highest population density in the nation, with an average of 1,210 persons per square mile. According to 2017 American Community Survey (ACS) population estimates, the Township of Marlboro, with a density of 1,328.01 persons per square mile, is slightly denser than the average for the State of New Jersey as a whole.

As illustrated in Table 2 below, the age cohort breakdown of Marlboro Township has changed slightly since 2010. A breakdown of population by age for the Township is provided below:

Table 2				
Age Distribution				
Age	2010		2017	
	Number	Percent	Number	Percent
Under 5 years	2,034	5.1	1,610	4.0
5 to 9 years	3,338	8.3	2,940	7.3
10 to 14 years	3,929	9.8	3,366	8.3
15 to 19 years	3,072	7.6	3,539	8.7
20 to 24 years	1,726	4.3	2,530	6.3
25 to 29 years	1,042	2.6	1,295	3.2
30 to 34 years	1,309	3.3	1,398	3.5
35 to 39 years	2,484	6.2	1,902	4.7
40 to 44 years	3,624	9.0	2,904	7.2
45 to 49 years	4,202	10.5	3,781	9.3
50 to 54 years	3,690	9.2	3,722	9.2
55 to 59 years	2,781	6.9	3,324	8.2
60 to 64 years	2,416	6.0	2,694	6.7
65 to 69 years	1,514	3.8	2,157	5.3
70 to 74 years	1,009	2.5	1,494	3.7
75 to 79 years	792	2.0	764	1.9
80 to 84 years	653	1.6	606	1.5
85 years and over	576	1.4	440	1.1
Total Population	40,191	100	40,466	100
Median Age	41.7		43.1	
<i>Source: 2010 U.S. Census Data & 2017 American Community Survey 5-Year Population Estimates</i>				

According to the 2017 ACS, Marlboro’s largest age cohort is between 45 to 49 years of age closely followed by the 50 to 54 age bracket. The third largest age grouping is younger, at 15 to 19 years of age. The median age had increased slightly from 41.7 years in 2010 to 43.1 years in 2017. When compared to Monmouth County, the following trends emerge:

Table 3				
Population Comparison by Age				
Age	Percent of Population in Marlboro Township		Percent of Population in Monmouth County	
Under 5	1,610	4.0	31,705	5.1
5 to 9	2,940	7.3	38,367	6.1
10 to 14	3,366	8.3	40,817	6.5
15 to 19	3,539	8.7	42,472	6.8
20 to 24	2,530	6.3	38,021	6.1
25 to 29	1,295	3.2	33,382	5.3
30 to 34	1,398	3.5	32,716	5.2
35 to 39	1,902	4.7	34,151	5.4
40 to 44	2,904	7.2	40,126	6.4
45 to 49	3,781	9.3	47,634	7.6
50 to 54	3,722	9.2	53,787	8.6
55 to 59	3,324	8.2	51,751	8.2
60 to 64	2,694	6.7	41,494	6.6
65 to 69	2,157	5.3	33,057	5.3
70 to 74	1,494	3.7	24,331	3.9
75 to 79	764	1.9	15,850	2.5
80 to 84	606	1.5	12,516	2.0
Over 85	440	1.1	15,374	2.4
Total	40,466	100.00	627,551	100.00
Median Age	43.1		42.8	

Source: 2017 American Community Survey 5-Year Population Estimates

Marlboro Township and Monmouth County overall show similar trends in the size of various age cohorts, and the median ages, at 43.1 years and 42.8 years, respectively, are very close.

The Township of Marlboro has seen an increase in the number of households since 2010, from 12,359 households that year to 12,812 in 2017. Of this latter figure, 84.7% of households were classified as families and 15.3% were classified as non-families. Household characteristics from the 2017 ACS can be found in Table 4 below.

Table 4		
Households by Type		
Household Type	Number	Percent
Total occupied households	12,812	100
Family households (families)	10,848	84.7
With own children under 18 years	5,118	39.9
Married-couple family	9,819	76.6
Female householder, no husband present	693	5.4
Male householder, no wife present	336	2.6
Nonfamily households	1,964	15.3
Householder living alone	1,661	12.9

Source: 2017 American Community Survey 5-Year Population Estimates

According to 2017 ACS, the Township of Marlboro has a higher median and mean household income base than Monmouth County. The distribution of households by income for the Township of Marlboro and Monmouth County is presented within Table 5, below.

Table 5				
Households by Income in 2017				
Income (\$)	Marlboro Township		Monmouth County	
	Number	Percentage	Number	Percentage
Less than \$10,000	153	1.2	9,024	3.9
\$10,000-\$14,999	127	1.0	6,978	3.0
\$15,000-\$24,999	398	3.1	16,146	6.5
\$25,000-\$34,999	407	3.2	15,433	6.6
\$35,000-\$49,999	588	4.6	19,142	8.2
\$50,000-\$74,999	1,235	9.6	31,794	13.7
\$75,000-\$99,999	1,242	9.7	27,518	11.8
\$100,000-\$149,999	2,577	20.1	43,303	18.6
\$150,000-\$199,999	1,972	15.4	26,482	11.4
\$200,000 or more	4,113	32.1	37,662	16.2
Median Household Income	\$143,208		\$91,807	
Mean Household Income	\$181,165		\$123,664	
<i>Source: 2017 American Community Survey 5-Year Population Estimates</i>				

The 2017 ACS five-year estimates data indicate that the median household income in the Township of Marlboro was \$143,208, more than the Monmouth County median of \$91,807 and the State median of \$76,475. In addition, 2017 ACS data also indicates that the per capita income for the Township was \$58,136, greater than both the County's \$46,736 and the State's \$39,069.

4.2 Employment Characteristics

The ACS also reports on work activity for Township residents who are sixteen (16) years of age or older. There were 31,881 people 16 years of age or older as reported in 2017 ACS data. From this cohort, 21,318 or 66.9% of the Township's residents over the age of 16 worked in 2017. As indicated in Table 6 below, the majority of workers are employed in the private sector.

Table 6		
Employment Status and Classification of Workers		
Labor Force Participation	Number	Percent of Workers
Population 16 years and over	31,881	100
In Labor Force	21,318	66.9
Not in Labor Force	10,563	33.1
Class of Worker		
Private Wage and Salary	16,827	83.4
Government Workers	2,415	12.0
Self Employed	916	4.5
Unpaid Family Workers	30	0.1
TOTAL Employed Population	20,188	100

Source: 2017 American Community Survey 5-Year Population Estimates

The Township of Marlboro maintains a relatively diverse workforce, with occupations in a number of sectors, including retail trade, finance, insurance, real estate, professional, scientific, management, administrative and waste management services, and educational, health and social services. These sectors make up the bulk of the workforce in Marlboro Township. As depicted in Table 7, the highest percentage of any sector of the workforce, at 22.1%, worked in the educational, health and social services sector.

Table 7		
Workforce by Industry Sector		
Sector	Employees	Percent of Workforce
Agriculture, Forestry, Fisheries & Mining	21	0.1
Construction	679	3.4
Manufacturing	1,380	6.8
Wholesale Trade	607	3.0
Retail Trade	2,713	13.4
Transportation, Warehousing and Utilities	755	3.7
Information	912	4.5
Finance, Insurance & Real Estate	2,950	14.6
Professional, Scientific, Management, Administrative, and Waste Management Services	3,255	16.1
Educational, Health and Social Services	4,461	22.1
Arts, Entertainment, Recreation, Accommodation and Food Services	1,207	6.0
Other Services	614	3.0
Public Administration	634	3.1
Civilian Employed Population	20,188	100

Source: 2017 American Community Survey 5-Year Population Estimates

4.3 Housing Characteristics

According to 2017 ACS data, the Township of Marlboro contains a relatively new housing stock. The largest period of home construction occurred between 1980 and 1989 at 27.0% of the Township's overall housing stock; the first half of a period at the end of the 20th Century in which over half of the homes in Marlboro were built. Since 2014, the rate of housing construction has decreased. This decrease is likely a reflection of a scarcity of vacant land as the Township approaches build-out, as well as the economic recession of the late 2000s. Table 8 contains an inventory of the Township's housing stock by age, below.

Table 8		
Age of Housing Stock		
Time of Construction	Number of Units	Percent of Units
Prior to 1939	297	2.2
1940-1949	80	0.6
1950-1959	358	2.7
1960-1969	1,724	12.9
1970-1979	1,868	13.9
1980-1989	3,626	27.1
1990-1999	3,487	26.0
2000-2009	1,690	12.6
2010-2013	179	1.3
2014 or Later	89	0.7
Total	13,398	100.0

Source: 2017 American Community Survey 5-Year Population Estimates

Based upon the 2017 ACS, the Township of Marlboro contains 13,398 total housing units. The largest grouping, by a significant margin, of housing units in the Township are classified as detached single-units, which comprise 83.4% of total housing units. Single attached units are the second-largest grouping, comprising 8.5% of total units. Table 9 below shows the total dispersion of housing units.

Table 9		
Housing Units		
Units in Structure	Number	Percent of Total Units
1-Unit Detached	11,177	83.4
1-Unit Attached	1,133	8.5
2 Units	123	0.9
3 or 4 Units	152	1.1
5 to 9 Units	191	1.4
10 to 19 Units	279	2.1
20 Units or more	181	1.4
Mobile Home	162	1.2
Other	0	0.0
Total	13,398	100.0
<i>Source: 2017 American Community Survey 5-Year Population Estimates</i>		

Marlboro has a high number of owner-occupied housing units. The Township's owner-occupied units comprised 93.8% of the housing stock in 2017 while 6.2% of the housing stock was made up of renter-occupied units. Table 10 contains housing occupancy data for the Township.

Table 10				
Housing Occupancy				
Unit Type	2010		2017	
	Number	Percent	Number	Percent
<i>Number of Units</i>	13,436	100%	13,398	100
Occupied Housing Units	13,001	96.8	12,812	95.6
Owner-occupied	12,407	95.4	12,013	93.8
Renter-occupied	594	4.6	799	6.2
Vacant Housing Units	435	3.2	586	4.4
Average Household Size	Number		Number	
Average Household Size (Owner)	3.20		3.17	
Average Household Size (Renter)	2.71		2.92	
<i>Source: 2010 Census and 2010 & 2017 American Community Survey 5-Year Population Estimates</i>				

According to the 2017 ACS, the median value of housing sales in the Township of Marlboro was \$512,100. 34.6% of the housing stock in the Township had a value between \$500,000 and \$749,999, followed by homes valued between \$400,000 and \$499,999 at 20.6%. This data breakdown is shown below within Table 11.

Table 11		
Value of Owner-Occupied Units		
Value (\$)	Units	Percent
Less than 50,000	261	2.2
50,000-99,999	151	1.3
100,000-149,999	99	0.8
150,000-199,999	137	1.1
200,000-299,999	951	7.9
300,000-399,999	1,731	14.4
400,000-499,999	2,476	20.6
500,000-749,999	4,158	34.6
750,000-999,999	1,520	12.7
1,000,000 or more	529	4.4
Total	12,013	100.0

Source: 2017 American Community Survey 5-Year Population Estimates

For rental units, the median gross rent in the Township of Marlboro was estimated at \$2,160 according to the 2017 ACS. Over half of the Township’s rental units had a gross rent between \$2,000 and \$2,499, followed by approximately a quarter of rental units at \$1,500 to \$1,999. Table 12 below displays the breakdown of gross rent for renter-occupied units within the Township.

Table 12		
Cost of Rent in Marlboro Township		
Gross Rent	Units	Percent
Less than \$499	8	1.1
\$500-\$999	10	1.3
\$1,000-\$1,499	39	5.3
\$1,500-\$1,999	185	24.9
\$2,000-\$2,499	402	54.2
\$2,500-\$2,999	67	9.0
\$3,000 or more	31	4.2
No rent paid	57	--
Total	799	100

Source: 2017 American Community Survey 5-Year Population Estimates

4.4 Affordable Housing

As noted in the previous section, perhaps the most significant regulatory changes since the adoption of the last Master Plan Reexamination Report in 2012 have been the revisions to rules governing affordable housing in the State. As of 1997, court rulings determined that regional contribution agreements, which the Township had previously utilized to satisfy some of its First Round obligations, are no longer legal mechanisms to address a municipal fair share obligation. In 2010, the previously adopted Third Round

Growth Share methodology for determining need was also determined to be invalid. Subsequent to the invalidation of the Growth Share rules in In Re Adoption of N.J.A.C. 5:96 and 5:97 by the New Jersey Council on Affordable Housing, 215 N.J. 578 (2013), COAH was abolished, and the State Legislature neglected to draft new legislation to calculate statewide affordable housing obligations. In 2015, the Supreme Court returned control of the affordable housing process and compliance with the Fair Housing Act to the Courts. Litigation to determine the timeframe of the Third Round, the methodology to calculate regional rehabilitation and new construction obligation, and the method of allocating the regional obligation at the municipal level has been ongoing.

Marlboro signed a Settlement Agreement with Fair Share Housing Center in January 2019 that establishes the Township's obligations and addresses the builder's remedy lawsuits that have been filed against the Township since 2010. Marlboro is moving through the court mandated compliance process in order to meet these obligations. The Township's updated Housing Element and Fair Share Plan outlining the mechanisms to address these obligations is included in Section 2 of this document.

4.5 Additional State Plans and Regulations

Municipal Land Use Law

Effective January 8, 2018, N.J.S.A. 40-55D-28 establishes additional required components of a Land Use Plan Element. These include statements of strategy concerning "smart growth which, in part, shall consider potential locations for the installation of electric vehicle charging stations, storm resiliency with respect to energy supply, flood-prone areas, and environmental infrastructure, and environmental sustainability." The Township highlighted its commitment towards sustainable planning in its 2013 Green Buildings and Sustainability Plan Element. It is recommended that the Township also revisit its Land Use Plan Element in order to enhance language and strategies relative to these issues to guide future development in the Township.

Local Redevelopment and Housing Law

On September 6, 2013, Chapter 159 was signed into law, deciding that a municipality's decision to reserve the power of eminent domain shall be moved to the very beginning of the redevelopment process. Now, when asking the local planning board to investigate whether an area should be designated as in need of redevelopment, the municipality must indicate whether it is seeking to designate a "Non-Condemnation Redevelopment Area" or a "Condemnation Redevelopment Area". The criteria for each type of area are similar; the only difference is the power to use eminent domain.

Additionally, Chapter 159 revised the "e" criterion in N.J.S.A. 40A:12A-5 for designating an area in need of redevelopment. The "e" criterion now reads: "A growing lack or total lack of proper utilization of areas caused by the condition of the title, diverse ownership of the real properties therein or other similar conditions which impede land assemblage or discourage the undertaking of improvements, resulting in a stagnant and unproductive condition of land potentially useful and valuable for contributing to and serving the public health, safety and welfare, which condition is presumed to be

having a negative social or economic impact or otherwise being detrimental to the safety, health, morals, or welfare of the surrounding area or the community in general.”

Stormwater Management

On January 5, 2004, the New Jersey Department of Environmental Protection (NJDEP) adopted new rules to establish and implement a Municipal Stormwater Regulation Program. The rule is part of a comprehensive approach being taken by the State to address water quality and quantity problems that arise from nonpoint pollution, and the loss of groundwater recharge areas. The rules set forth at N.J.A.C. 7:8-4.3(a) required that a municipality adopt a municipal stormwater management plan as an integral part of its master plan.

The Township Planning Board adopted a Stormwater Management Plan in March 2006, and also prepared a Stormwater Pollution Prevention Plan in December 2018. Municipalities are also required to adopt ordinances to implement their stormwater management plans. The Township last amended its stormwater ordinance in 2008 through Ordinance No. 2008-41, after the adoption of the 2006 plan. It is recommended that the Township review their stormwater ordinance as the NJDEP stormwater regulations require a municipality to reexamine the municipal stormwater management plan at each reexamination of the municipality’s master plan in accordance with N.J.S.A. 40:55D-89.

The New Jersey Stormwater Best Management Practices Manual (BMP) was created to provide guidance in order to address the standards in the Stormwater Management Rules, N.J.A.C. 7:8. This manual provides examples of ways to meet the standards contained in the rule. The Township incorporated BMPs into the stormwater control ordinance, however, it is recommended that the Township review this ordinance and its Best Management Practices to be in accordance with the most recently updated BMP Manual that was revised in November 2018.

Time of Application Rule

A recent New Jersey Supreme Court decision clarified the “time of decision” and “time of application” rules found in the MLUL. In the case of Dunbar Homes v. Zoning Board of Franklin Township 484 N.J. Super 583 (App. Div. 2017), the courts determined that an application for development is subject to the regulations in place once a complete application has been submitted, including all information as required by the local ordinance regulations. This clarified that simply submitting an incomplete application does not require a municipality to review and rule on a development based on the regulations that were in place at the time of submission, but can amend their regulations that would be applicable to that development application up until the time at which a complete application has been submitted. The case also noted that a complete application does not have to have been formally deemed complete, but only that all required materials must have been either submitted, or a waiver from those provisions to be requested. Once those materials have been submitted, a developer is subject to the rules and regulations which are in place at that time, and any subsequent regulations adopted by a municipality would not apply.

VI. Specific changes recommended for the Master Plan and/or development regulations

The nine Goals and 42 Objectives listed in the 2012 Master Plan Reexamination Report are generally relevant at the time of this Reexamination Report. Additional and/or modified goals and objectives are noted below:

1. General Goals

- a. Use infrastructure (sewer service areas/water service areas) as a growth management tool, while recognizing that extension of infrastructure may be necessary in order to accommodate court mandated affordable housing construction.
- b. Identify and implement innovative sustainable building and design techniques to provide balanced land use planning, improve traffic circulation, establish open space and preserved lands, and enhance energy conservation within the Township.

2. Land Use Objectives and Recommendations

- a. Retain, and where appropriate, expand the low-density policy in the east, north and west central portions of the Township consistent with the sewer service areas, while recognizing that if utility infrastructure is to be extended for the purposes of court mandated affordable housing construction, the Township should consider development at densities appropriate to providing sufficient housing and minimizing environmental impacts.
- b. Promote generational housing for a variety of income levels, age groups, and household types in order to create a housing base that supports and retains the existing residents within the Township.
- c. Explore opportunities for veterans housing and support services within the Township in order to allow Marlboro's veterans population to age in place in the community.
- d. Add a definition for "industrial flex use," and include same as a permitted use in the Industrial Office Research ("IOR") District.
- e. Rezone areas of the Township as required in the January 2019 Settlement Agreement with Fair Share Housing Center for the construction of affordable housing, including but not limited to:
 - Block 119, Lot 16
 - Block 122, Lot 27.04
 - Block 146, Lots 25, 26
 - Block 149, Lot 16
 - Block 213.01, Lot 44
 - Block 270, Lot 14
 - Block 355, Lots 6, 7, 8, 11
 - Block 415, Lot 22

- f. Review vacant, underutilized, dilapidated, and/or deleterious properties in the Township for redevelopment potential.
- g. Provide opportunities for housing for special needs individuals by identifying appropriate sites and/or expanding existing facilities.
- h. Establish a park that provides enhanced access for special needs individuals.
- i. Establish an Open Space Zone that contains suitable parcels, which may include but not be limited to:
 - Block 101, Lots 14, 15, 16
 - Block 102, Lots 1, 2
 - Block 106, Lot 1
 - Block 119, Lots 14
 - Block 119.02, Lot 67
 - Block 120, Lots 24, 25.02, 33, 36
 - Block 143.02, Lot 54
 - Block 143.05, Lot 72
 - Block 155, Lots 13.03
 - Block 169, Lot 4
 - Block 170, Lots 8.01, 8.02, 9, 10, 33, 34
 - Block 171, Lots 50, 52.02
 - Block 172, Lot 48
 - Block 176, Lots 86, 109
 - Block 180, Lot 6
 - Block 206, Lots 25, 28
 - Block 214, Lot 51.03
 - Block 225, Lots 74, 191
 - Block 253, Lots 34, 36.02, 36.03, 38
 - Block 255, Lots 24, 55, 56
 - Block 267, Lots 41, 42
 - Block 269, Lot 20.01
 - Block 270, Lot 84
 - Block 299, Lot 160
 - Block 339, Lot 90
- j. Consider rezoning the 20 sites, totaling approximately 630 acres, identified for potential preservation in the 2018 Open Space and Recreation Plan Element to the Open Space Zone, as each of them are proposed to be preserved as open space.

3. Green Buildings and Eco-Friendly Objectives and Recommendations

- a. Develop a "Climate Change Action Plan" in accordance with Sustainable Jersey standards, to identify ways to reduce greenhouse gas emissions in the Township.

- b. Encourage electric car charging stations in new commercial and residential developments.
- c. Encourage the construction of storm drainage systems that will minimize the hazards of flooding and erosion.
- d. Increase materials reuse and recycling awareness through a public education campaign that utilizes the Township's website, social media, flyers available at Township facilities, and other means as appropriate.
- e. Consider implementing a multi-faceted composting policy and try to increase composting through a public education campaign to educate residents and business owners about the benefits of composting, how composting works, and best practices on integrating composting into the home or business.
- f. Identify and encourage the use of incentives for green building and sustainable development provided by federal, State and County entities and other organizations as they become available.
- g. Periodically review and update the Township's Zoning Code to encourage and/or require that the latest techniques in sustainable design and development be utilized.
- h. Require a sustainable design assessment be prepared for development projects.
- i. Perform an energy audit to pinpoint areas where energy is being used inefficiently and identify ways to increase the efficiency while reducing operating costs.
- j. Promote energy conservation programs at the residential and Township level through the use of efficient energy consuming devices.
- k. Consider purchasing fuel efficient vehicles, such as biodiesel, hybrid or electric vehicles, as part of its fleet of municipal vehicles when it comes time to replace older vehicles in order to both save the Township money and help preserve the quality of the environment.
- l. Work with NJ Transit and the County to determine the feasibility of more convenient and frequent shuttle service to the Aberdeen-Matawan Train Station, identify and develop a plan that provides additional shuttle services and expanded bus service, and identify underserved areas of the Township.
- m. Work with area municipalities and the New Jersey Department of Transportation (NJDOT) on obtaining bus rapid transit along one or more of the state highways that run through the Township in order to enable residents to access regional employment opportunities, shopping destinations and other destinations more quickly and efficiently than traditional bus service.
- n. Require that development applications include connected street patterns between subdivisions.
- o. Improve and expand shared parking and commuter parking.
- p. Review the potential for reducing parking requirements at certain commercial business establishments due to the increasing prevalence of ride-share and taxi services such as Uber and Lyft.

4. Parks and Recreation Objectives and Recommendations

- a. Maintain and expand the Township's parks and recreation system to meet the recreation needs of Marlboro residents.
- b. Preserve and enhance existing park and recreation facilities.
- c. Support the completion of the "missing link" in the Henry Hudson Trail in order to create a continuous accessible trail.
- d. Identify locations for possible acquisition and/or development in order to address identified needs.
- e. Encourage the creation of pedestrian and bicycle trails for recreation purposes and to provide linkages throughout the Township including the Henry Hudson Trail.
- f. Continue to encourage the preservation of open space.
- g. Explore the need for additional active recreation facilities.
- h. Coordinate park and recreation plans with existing and planned Board of Education facilities.
- i. Protect the most viable farm properties from development.
- j. Investigate the use of Transfer of Development rights for farmland preservation.
- k. Promote agri-tourism and farm markets.

5. Conservation Objectives and Recommendations

- a. Identify, protect and preserve environmentally sensitive natural features through sound planning and land use regulations.
- b. Encourage the use of conservation easements on environmentally sensitive lands in private ownership to protect future disturbance.
- c. Encourage the remediation of contaminated sites to enhance the local environment, protect residents and return vacant sites to productive uses.
- d. Promote energy conservation programs at the residential and Township level through the use of efficient energy consuming devices.
- e. Promote and develop active and passive energy conservation approaches to reduce energy usage by the Township and new developments.

VII. Recommendations of the planning board concerning the incorporation of redevelopment plans into the land use element and local development regulations

The Township currently has three redevelopment areas: the Marlboro Hospital Redevelopment Area, Block 180, Lot 14 Redevelopment Area, and the Entron Redevelopment Area.

As of 2015, all buildings associated with the Marlboro Hospital were demolished. The area is presently open space; a portion of the property is proposed to be a six-bedroom group home facility. Block 180, Lot 14 remains undeveloped open space, given significant environmental constraints on the property. The Entron Redevelopment Area is now the site of the Camelot Apartments, which include market rate and affordable rental units.

In August 2017, the Township Council directed the Township Planning Board to conduct an Area in Need of Redevelopment Study for a Condemnation Redevelopment Area of the following blocks and lots:

Block	Lot
103	1
111	4
111	10
111	11
111	12
111	13
146	28
146	30
146	31
146	32
146	33
146	38
147	34
170	2
170	3
172	13
268	79

As redevelopment is a viable tool to stimulate private investment, economic development, reconstituting otherwise stagnant buildings, structures, properties and or areas of the Township, Marlboro should complete the study of the aforementioned properties in order to make a recommendation to the Township Council. Additionally, it is recommended that the Township consider utilization of this tool for other sites in the future as appropriate.

Section 2: Updated Housing Element and Fair Share Plan

I. Housing Plan Element

Introduction

In the 1975 case of Southern Burlington County N.A.A.C.P. v. Township of Mount Laurel 67 N.J. 151 (1975), (commonly known as Mount Laurel I), the New Jersey Supreme Court established the doctrine that developing municipalities in New Jersey have a constitutional obligation to provide a realistic opportunity for the construction of low and moderate income housing in their communities. In its second Mount Laurel decision, decided on January 20, 1983 (Mount Laurel II), the Supreme Court reaffirmed and expanded the Mount Laurel doctrine by stating that this constitutional responsibility extended to all municipalities in New Jersey. The Court also established various remedies, including the “builder’s remedy” or court-imposed zoning, to ensure that municipalities actually addressed this obligation.

In response to the Mount Laurel II decision, Southern Burlington County N.A.A.C.P. v. Township of Mount Laurel, 92 N.J. 158, 456 A.2d 390 (1983) the New Jersey Legislature adopted the Fair Housing Act in 1985 (Chapter 222, Laws Of New Jersey, 1985). The Fair Housing Act established the Council on Affordable Housing (COAH) as an administrative alternative to the courts. COAH was also given the responsibility of establishing various housing regions in the state, determining regional and municipal fair share affordable housing obligations, and adopting regulations establishing the guidelines and approaches that municipalities may use in addressing their affordable housing need.

Under COAH’s regulations, low income households are defined as those with incomes no greater than 50 percent of the median household income, adjusted for household size, of the housing region in which the municipality is located. Moderate-income households are defined as those households with incomes no greater than 80 percent and no less than 50 percent of the median household income, adjusted for household size, of the housing region. A very low income household is defined as those households with incomes no greater than 30 percent of the median household income of the region, adjusted for household size. For Marlboro Township, the housing region is defined by COAH as Region 4, which includes Mercer, Monmouth, and Ocean counties.

Within Region 4, the median annual household income ranges from \$69,447 for a single person household, to \$99,209 for a four-person household, to \$130,956 for a household with eight or more persons, according to the 2018 regional income limits provided by the Affordable Housing Professionals of New Jersey (AHPNJ). So to qualify as a moderate income household, a household of four persons must have an annual income no greater than \$79,368, and no less than \$49,605.

Pursuant to both the Fair Housing Act and the Municipal Land Use Law (MLUL), municipalities in New Jersey are required to include a housing element in their master plan. The principal purpose of the housing element is to provide for methods of

achieving the goal of access to affordable housing to meet the municipality's low and moderate income housing needs. The required contents of the housing element are:

- a. An inventory of the municipality's housing stock by age, condition, purchase or rental value, occupancy characteristics, and type, including the number of units affordable to low and moderate income households and substandard housing capable of being rehabilitated, and in conducting this inventory the municipality shall have access, on a confidential basis for the sole purpose of conducting the inventory, to all necessary property tax assessment records and information in the assessor's office, including but not limited to the property record cards;
- b. A projection of the municipality's housing stock, including the probable future construction of low and moderate income housing, for the next ten years, taking into account, but not necessarily limited to, construction permits issued, approvals of applications for development and probable residential development of lands;
- c. An analysis of the municipality's demographic characteristics, including but not necessarily limited to, household size, income level and age;
- d. An analysis of the existing and probable future employment characteristics of the municipality;
- e. A determination of the municipality's present and prospective fair share for low and moderate income housing and its capacity to accommodate its present and prospective housing needs, including its fair share for low and moderate income housing;
- f. A consideration of the lands that are most appropriate for construction of low and moderate income housing and of the existing structures most appropriate for conversion to, or rehabilitation for, low and moderate income housing, including a consideration of lands of developers who have expressed a commitment to provide low and moderate income housing;
- g. A map of all sites designated by the municipality for the production of low and moderate income housing and a listing of each site that includes its owner, acreage, lot, and block;
- h. The location and capacities of existing and proposed water and sewer lines and facilities relevant to the designated sites;
- i. Copies of necessary applications for amendments to, or consistency determinations regarding applicable area wide water quality management plans (including wastewater management plans);
- j. A copy of the most recently adopted municipal master plan and where required, the immediately preceding adopted master plan;
- k. For each designated site, a copy of the New Jersey Freshwater Wetlands Maps where available. When such maps are not available, municipalities shall provide appropriate copies of the National Wetlands Inventory maps provided by the U.S. Fish and Wildlife Service;
- l. A copy of appropriate United States Geological Survey Topographic Quadrangles for designated site; and

- m. Any other documentation pertaining to the review of the municipal housing element as may be required by the Council.

The preparation and submission of a Housing Element of a municipality's Master Plan, and a Fair Share Plan, is the first major step in the process for petitioning for substantive certification.

State regulations define a "Fair Share Plan" as follows:

"Fair Share Plan" means that plan or proposal, which is in a form that may readily be converted into an ordinance, by which a municipality proposed to satisfy its obligation to create a realistic opportunity to meet its fair share of low and moderate income housing needs of its region and which details the affirmative measures the municipality proposes to undertake to achieve its fair share of low and moderate income housing, as provided in sections 9 and 14 of the Act, addresses the development regulations necessary to implement the housing element, and addresses the requirements of N.J.A.C. 5:93-7 through 11.

This Housing Element and Fair Share Plan ("Plan") is intended to satisfy all of the applicable requirements set forth within the MLUL, FHA, those requirements set forth in N.J.A.C. 5:93, and all terms and conditions of the January 8, 2019 settlement agreement with Fair Share Housing Center.

II. Municipal Summary

Marlboro Township is 30.6 square miles in size and is located in the western part of Monmouth County, bordering on Middlesex County. Its neighboring municipalities are Old Bridge Township to the northwest, Matawan Borough and Aberdeen Township to the north, Holmdel Township to the northeast, Colts Neck Township to the southeast, Freehold Township to the south, and Manalapan Township to the southwest. The main highways servicing the Township are State Route 18, which bisects the Township and runs on a diagonal from northwest to southeast; US Highway Route 9, which crosses through Old Bridge and enters through a small western portion of the Township until it reaches the Manalapan border to the southwest; State Highway Route 79, which runs almost directly down the center of the Township; and Newman Springs Road (Route 520), which runs east/west through the center of the Township. The Township can be characterized as a developing suburban municipality and is located in State Planning Areas 2, 3, and 5. These planning areas include Suburban, Fringe, and Environmentally Sensitive areas. Marlboro does not contain any designated centers.

According to the 2010 Census, the total population counted at the time in Marlboro was 40,191 persons. As of the American Community Survey's (ACS), 5-Year Estimate for 2017, the population of the Township has slightly increased to 40,466 persons. The median age in Marlboro was estimated to be 43.1 years as of 2017, which is consistent with Monmouth County's median age of 42.8 years. The average household size is 3.15 persons per household as of 2017 ACS estimates, which was somewhat higher than the average for Monmouth County which is 2.67 persons per household.

The housing stock of the Township is predominantly single-family detached dwelling units with an estimated 11,177 units or 83.4 percent of all housing units within the Township. A majority of the housing stock was built after 1980 with approximately 9,071 units, or 67.7 percent of the housing units constructed in that time.

As determined by the settlement agreement, Marlboro Township has a Prior Round (1987-1999) obligation of 1,019 units, a Rehabilitation Share obligation of 111 units, and a Third Round obligation (1999-2025) of 1,129 units. The Township proposes to address its obligation through the following:

- Credits from existing affordable housing developments;
- Proposed 100% Affordable Projects;
- Inclusionary Development;
- Redevelopment Projects;
- Supportive Housing Units; and
- Prior Regional Contribution Agreements.

History of Township's Affordable Housing Obligation and Fair Share Plan

Marlboro Township has been involved with affordable housing and COAH since 1985. On December 24, 1985, a consent order was given to Marlboro Township which was amended in 1990, 1993, and 1995. The consent order established the Township's 1985-

1990 fair share obligation at 680 units and 29 rehabilitation units. The order recognized credit for 26 previously rehabilitated units and 22 affordable units under the Hamilton Mobile Home Park. The Consent Order accounted for the following:

1985 Consent Order Summary				
Site	Property	Affordable Units	Approved RCA	Development Fee
1	Glenbrook	80	62	-
2B	Spalliero-Woodcliff	-	99	-
3	Kovacs (3A, 3B, & 3C)	-	-	\$274,000
5A	Weitz/Kahane – Junction Trail	-	22	-
6 & 7	Penn/Fed Equity (Pointe de Jardine)	101	-	-
8	Schmelzer R40/30	-	-	\$502,500

The Township of Marlboro submitted for second round substantive certification on April 4, 1995. The Court order was again amended on January 21, 1997. COAH requested additional information to accompany the requested second round substantive certification, which eventually required an amended Housing Element and Fair Share Plan be adopted by the Marlboro Township Planning Board. This led to Marlboro Township re-petitioning for substantive certification on August 19, 1998.

In 1999, COAH found two facilities previously listed for credit by the Township, the New Hope and Discovery facilities, were not eligible for credit. Subsequently, the Housing Element and Fair Share Plan was amended to address the obligation without the New Hope and Discovery facilities. The Township was directed by COAH to re-petition by July 31, 2004. The Planning Board amended the plan on July 21, 2004 and the Council approved the re-petition on July 22, 2004. Marlboro Township remained in COAH's jurisdiction through the adoption of a resolution on February 20, 2005. Prior to this resolution, the Township petitioned for third round substantive certification on February 16, 2005, well before the deadline, and submitted an updated Housing Element and Fair Share Plan addressing its 1987-2014 obligation.

As a result of the In re Adoption of N.J.A.C. 5:94, Marlboro Township had to petition for substantive certification under the new regulations by December 31, 2008. A new Housing Element and Fair Share Plan was adopted by the Planning Board on December 17, 2008 and was endorsed by the Township Council shortly after. Fourteen objections were filed which led to mediation with all of the objectors. The Township prepared a 2010 Housing Element and Fair Share Plan as a result of the objections. However, after the 2010 Housing Element and Fair Share Plan was adopted by the Township, the growth share rules had been invalidated. Therefore, the Township never acquired third round substantive certification.

Since the COAH has not promulgated effective rules to govern affordable housing since 1999, in March of 2015, in re Adoption of N.J.A.C. 5:96 & 5:97 by N.J. Council on Affordable Housing, 221 N.J. 1 (2015), the courts determined that COAH had failed to perform its duties, and was not capable of functioning to serve its intended purpose. As a result, the courts have resumed their role as the forum for determining municipal compliance with the Fair Housing Act. The FHA allows for municipalities to seek judicial

review of affordable housing fair share plans and obtain a declaratory judgement and a judgement of repose finding that a municipality's plans address their affordable housing obligation consistent with the Mt. Laurel doctrine.

Pursuant to Judge Jacobson's Mercer County decision in Re: Opinion on Fair Share Methodology to Implement the Mount Laurel Affordable Housing Doctrine for the Third Round (March 2018), the Township entered into negotiations with Fair Share Housing Center (FSHC) and intervenors, and has reached a settlement to address the concerns of all parties. The Township is now seeking a declaratory judgment and judgment of repose. The Township has gone through the process of mediation with both builder's remedy plaintiffs, and with Fair Share Housing Center, a Supreme Court designated interested party, in accordance with In Re Adoption of N.J.A.C. 5:96 and 5:97 by the New Jersey Council on Affordable Housing, 221 N.J. 1 (2015). Marlboro Township and Fair Share Housing Center have arrived at a comprehensive settlement agreement, signed on January 8, 2019, which incorporates resolutions to numerous builder's remedy cases that had been previously filed against Marlboro. As a result, immunity from builder's remedy litigation has been extended until further order of the court.

This Housing Element and Fair Share Plan has been prepared in order to comply with the settlement agreement with Fair Share Housing Center and the overall court mandated affordable housing process. This Plan has been prepared to satisfy the Prior Round obligation, rehabilitation share, and Third Round obligation, which will each be discussed in detail below. A copy of the executed settlement agreement can be found in Appendix A.

Summary of the Township's Affordable Housing Obligation and Fair Share Plan

The Housing Element and Fair Share Plan demonstrates how Marlboro Township has and will provide its fair share of the region's affordable housing need. In accordance with the requirements set forth above, this Plan includes a comprehensive Fair Share Plan for the Township's Prior Round (1987-1999), Rehabilitation Share, and Third Round (1999-2025) affordable housing obligation. Section III of this Plan contains the Township's Fair Share Plan, which includes the strategies, implementation techniques, and the funding sources Marlboro Township intends to utilize to implement its Fair Share Plan.

The Township's Prior Round affordable housing obligation for the time period from 1987 to 1999 is 1,019 units, the Rehabilitation share is 111 units, and the Third Round (1999 to 2025) obligation is 1,129 units. Table 1 below summarizes the cumulative affordable housing obligation for the Township, as determined by the settlement agreement:

Table 1	
Cumulative 1987-1999 Affordable Housing Obligation	
Type of Obligation	Units
Prior Round Obligation (1987-1999)	1,019
Rehabilitation Share	111
Third Round Obligation (1999-2025)	1,129
Total Fair Share Obligation	2,259

2.1 Inventory of Housing Stock

Age of Housing Stock

According to the 2017 ACS, Marlboro Township had a total of 13,398 housing units of which 12,812 were occupied. Of those units, 12,013, or 93.8 percent, were owner occupied while 799 or 62 percent were renter occupied. The highest percentage of structures (27.1%) were built between 1980 and 1989.

Table 2		
Age of Housing Stock		
Time of Construction	Number of Units	Percent of Units
Prior to 1939	297	2.2
1940-1949	80	0.6
1950-1959	358	2.7
1960-1969	1,724	12.9
1970-1979	1,868	13.9
1980-1989	3,626	27.1
1990-1999	3,487	26.0
2000-2009	1,690	12.6
2010-2013	179	1.3
2014 or Later	89	0.7
Total	13,398	100.0

Source: 2017 ACS 5-year estimate

Condition of Housing Stock

In addition to age, other factors are taken into consideration to determine the quality and condition of a municipality's housing stock and whether units are substandard. 2017 ACS data is used to estimate the number of substandard housing units in Marlboro using the following factors:

- Persons per room is an index of overcrowding. If there are more than 1.01 persons per room occupying a dwelling, then the unit is considered substandard by reason of overcrowding.
- The adequacy of plumbing facilities is used to determine if a unit is substandard. Inadequate plumbing facilities are indicated by either a lack of exclusive use of plumbing facilities or incomplete plumbing facilities.
- The adequacy of kitchen facilities is also used to determine the quality of a unit and determine if it is substandard. Inadequate kitchen facilities are marked by shared use of a kitchen or the lack of a sink with piped water, a stove, or a refrigerator.

Using the above indicators, the table below shows the following number of substandard occupied housing units in the Township of Marlboro.

Table 3		
Housing Characteristics		
	Total	Percent
Number of Persons per Room		
1.00 or less	12,716	99.3
1.01 to 1.50	88	0.7
1.51 or more	8	0.1
Plumbing Facilities		
Occupied Units with Complete Plumbing Facilities	12,787	99.8
Units Lacking Complete Plumbing Facilities	25	0.2
Kitchen Equipment		
Occupied Units with Complete Kitchen Facilities	12,812	100
Lacking Complete Kitchen Facilities	0	0.0
Telephone Service		
Occupied Units with Complete Telephone Service	12,751	99.5
Lacking Telephone Service	61	0.5
<i>Source: 2017 ACS 5-year estimates</i>		

As indicated in the table above, Marlboro has a total of 96 deficient units due to overcrowding. Additionally, Marlboro Township has 25 deficient units due to a lack of complete plumbing facilities and no deficient units due to a lack of complete kitchen facilities. Additionally, there are 61 units that currently lack any telephone services.

Housing Values and Contract Rents

Housing values for owner-occupied housing units according to the 2017 ACS are listed in the table below along with the contract rents. Approximately 47.3% of owner occupied units have values between \$500,000 and \$999,999. A close second for the highest housing values ranged between \$300,000 and \$499,999 (35.0% of owner occupied units) and was followed by housing values in the \$200,000 to \$299,000 range (7.9% of owner occupied units). The median housing value in Marlboro Township was \$512,100 for the owner-occupied units.

Table 4		
Value of Owner-Occupied Units		
Value (\$)	Units	Percent
Less than 50,000	261	2.2
50,000-99,999	151	1.3
100,000-149,999	99	0.8
150,000-199,999	137	1.1
200,000-299,999	951	7.9
300,000-499,999	4,207	35.0
500,000-999,999	5,678	47.3
1,000,000 or more	529	4.4
Total	12,013	100.0
<i>Source: 2017 ACS 5-year estimate</i>		

The median monthly contract rent in Marlboro Township according to the 2017 ACS was \$2,160 with a total of 742 occupied units paying rent. The largest number of renters (54.2%) paid rents between \$2,000 and \$2,499 per month. The second largest number of renters (24.9%) paid rents between \$1,500 and \$1,999. A total of 57 units did not pay rent.

Table 5		
Cost of Rent in Marlboro Township		
Contract Rent Specified	Units	Percent
Less than \$499	8	1.1
\$500-\$999	10	1.3
\$1,000-\$1,499	39	5.3
\$1,500-\$1,999	185	24.9
\$2,000-\$2,499	402	54.2
\$2,500-\$2,999	67	9.0
\$3,000 or more	31	4.2
No rent paid	57	--
Total	799	100

Source: 2017 ACS 5-year estimate

Housing Type and Size

A majority of the housing stock in Marlboro Township is single-family detached housing. According to the 2017 ACS, there were 11,177 single-family detached homes representing 83.4 percent of the housing stock. The second highest percentage, with 8.5 percent or 1,133 units, was single family attached structures (townhouses).

Table 6		
Housing Units		
Units in Structure	Number	Percent of Total Units
1-Unit Detached	11,177	83.4
1-Unit Attached	1,133	8.5
2 Units	123	0.9
3 or 4 Units	152	1.1
5 to 9 Units	191	1.4
10 to 19 Units	279	2.1
20 Units or more	181	1.4
Mobile Home	162	1.2
Other	0	0.0
Total	13,398	100.0

Source: 2017 ACS 5-year estimate

Units Affordable to Low and Moderate Income Households

N.J.A.C. 5:93 defines low-income households as those households earning less than or equal to 50 percent of the median gross household income for households of the same size within the housing region in which the housing is located, and defines moderate-

income households as those households earning more than 50 percent but less than 80 percent of the regional median household income. This definition is derived from the U.S. Department of Housing and Urban Development (HUD). A sliding scale based on household size has been developed to establish income limits for low and moderate-income households. This sliding scale establishes income limits for households of one (1) up to households of eight (8). Table 7 provides the most recent Regional Income Limits for Region 4 from the AHPNJ.

Table 7								
2019 Regional Income Limits for Monmouth County								
	1 Person	2 Person	3 Person	4 Person	5 Person	6 Person	7 Person	8 Person
Median	\$72,165	\$82,474	\$92,783	\$103,092	\$111,340	\$119,587	\$127,834	\$136,082
Moderate	\$57,732	\$65,979	\$74,226	\$82,474	\$89,072	\$95,670	\$102,268	\$108,865
Low	\$36,082	\$41,237	\$46,392	\$51,546	\$55,670	\$59,794	\$63,917	\$68,041
Very Low	\$21,649	\$24,742	\$27,835	\$30,928	\$33,402	\$35,876	\$38,350	\$40,825

Source: 2019 AHPNJ Affordable Housing Regional Income Limits.

Household Costs

The tables below show the expenditures for housing for those who own and rent in Marlboro Township. Approximately 37 percent of renters spend 35 percent or more of their household income on housing and, 24.6 percent of owners with a mortgage spend 35 percent or more of their household income on housing. It should be noted that for all occupied units paying rent that approximately 75 units were not computed in this survey. The general affordability standard used is that no more than 30 percent of gross income should be allocated for housing costs.

Table 8		
Monthly Owner Cost as a Percentage of Household Income in 2017		
Percentage of Income	Number	Percent of Total
Housing Units with a mortgage		
Less than 20%	3,079	39.2
20% to 24.9%	1,505	19.1
25% to 29.9%	893	11.4
30% to 34.9%	451	5.7
35% or more	1,932	24.6
Total	7,860	100
Housing Units without a mortgage		
Less than 20%	2,877	70.1
20% to 24.9%	355	8.6
25% to 29.9%	184	4.5
30% to 34.9%	138	3.4
35% or more	553	13.5
Total	4,107	100

Source: 2017 ACS 5-year estimate

Table 9		
Gross Rent as a Percentage of Household Income in 2017		
Percentage of Income	Number	Percent of Total
Less than 15%	84	11.6
15% to 19.9%	173	23.9
20% to 24.9%	94	13.0
25% to 29.9%	88	12.2
30% to 34.9%	17	2.3
35% or more	268	37.0
Total	724*	100
*75 units not computed Source: 2017 ACS 5-year estimate		

2.2 Projected Housing Stock

According to the New Jersey Department of Community Affairs, Division of Codes and Standards, as depicted in Table 10 below, Marlboro Township issued 1,892 Certificates of Occupancy (CO) during the 2000-2017 time period. Additionally, the Township issued 104 demolition permits over the same time period. Subtracting the 104 demolition permits issued from the 1,892 COs issued yields a net growth of 1,788 housing units, or an average of 99.3 housing units per year.

Table 10			
Dwelling Units Authorized			
Year	Residential Building Permits Issued*	Residential Demolitions	Total Added
2000	237	11	226
2001	319	13	306
2002	256	11	245
2003	173	8	165
2004	151	7	144
2005	195	2	193
2006	90	11	79
2007	161	3	158
2008	33	4	29
2009	38	3	35
2010	29	0	29
2011	69	9	60
2012	39	4	35
2013	39	4	35
2014	6	8	-2
2015	8	4	4
2016	21	1	20
2017	28	1	27
Total	1,892	104	1,788
Source: NJDCA, Division of Codes and Standards website			

2.3 Demographic Characteristics

As illustrated in Table 11 below, the population of Marlboro Township has grown considerably since the early 20th century. This growth has occurred in several spurts of rapid expansion, including the 1930s when the population more than doubled, and in the 1960s and 1980s, each of which decade saw an increase in the population by greater than 50 percent of the prior decade. The U.S. Census data shows that Marlboro Township's population count for the year 2010 was 40,191 and the 2017 estimated population was 40,466 persons. According to the North Jersey Transportation Planning Authority (NJTPA), the projected population for the Township by the year 2045 is 42,071 people. Therefore from the population projections it appears that the population for the Township will continue to grow through the year 2045, although at a much slower pace than was experienced in the previous century. The Township is anticipated to gain 1,605 new residents over the next 26 years. Although this is nearly a 4 percent growth, it is considerably less than the growth in previous decades, both in terms of actual numbers of growth, and as a percentage of the current population. Table 11, Marlboro Township Population Characteristics 1930-2045 (Projected) illustrates these patterns below.

Table 11			
Marlboro Township Population Characteristics 1930-2045 (Projected)			
Year	Population	Number Change	Percent Change
1930	1,992	-	-
1940	5,015	3,023	151.8
1950	6,359	1,344	26.8
1960	8,038	1,679	26.4
1970	12,273	4,235	52.7
1980	17,560	5,287	43.1
1990	27,974	10,414	59.3
2000	36,398	8,424	30.1
2010	40,191	3,793	10.4
2017	40,466	275	0.6
2045**	42,071	1,605	3.9%

** Population Projection from North Jersey Transportation Planning Authority
Sources: ACS 2017 5-year estimate; NJTPA forecasts at <http://www.njtpa.org/getattachment/Data-Maps/Demographics/Forecasts/Plan-2045-Forecasts.pdf.aspx>, Accessed December 2017

As illustrated through Table 12, the Age Cohort breakdown of Marlboro Township residents is very similar to Monmouth County as a whole. The population of Marlboro skews towards having a higher percentage of school aged children, and adults above the age of 45 relative to the County. This would indicate a higher number of families with children. A breakdown of population by age for the Township and the County is provided below.

Table 12		
Population Comparison by Age		
Age	Percent of Population in Marlboro Township	Percent of Population in Monmouth County
Under 5	4.0	5.1
5 to 9	7.3	6.1
10 to 14	8.3	6.5
15 to 19	8.7	6.8
20 to 24	6.3	6.1
25 to 34	6.7	10.5
35 to 44	11.9	11.8
45 to 54	18.5	16.2
55 to 59	8.2	8.2
60 to 64	6.7	6.6
65 to 74	9.0	9.1
75 to 84	3.4	4.5
Over 85	1.1	2.4
Total	100.00	100.00
Median Age	43.1	42.8

Source: 2017 ACS 5-year estimate

As measured in the 2017 ACS five year estimates, Marlboro Township had a higher median household income than the County. The median household income in Marlboro Township was \$143,208, over \$50,000 more than the County's median household income. Approximately 8.5% percent of the households within the Township had a household income less than \$35,000 and approximately 67.6 percent of households had annual incomes greater than \$100,000. Over 32 percent of Marlboro households have an annual income of greater than \$200,000, which is double that of the County as a whole.

Table 13				
Households by Income in 2017				
Income (\$)	Marlboro Township		Monmouth County	
	Number	Percentage	Number	Percentage
Less than \$10,000	153	1.2	9,024	3.9
\$10,000-\$14,999	127	1.0	6,978	3.0
\$15,000-\$24,999	398	3.1	16,146	6.5
\$25,000-\$34,999	407	3.2	15,433	6.6
\$35,000-\$49,999	588	4.6	19,142	8.2
\$50,000-\$74,999	1,235	9.6	31,794	13.7
\$75,000-\$99,999	1,242	9.7	27,518	11.8
\$100,000-\$149,999	2,577	20.1	43,303	18.6
\$150,000-\$199,999	1,972	15.4	26,482	11.4
\$200,000 or more	4,113	32.1	37,662	16.2
Median Household Income	\$143,208		\$91,807	
Mean Household Income	\$181,165		\$123,664	

Source: 2017 ACS 5-year estimate

Family households are defined as two or more persons, living in the same household, related by blood, marriage or adoption. As shown in the table below, 84.7% of all households in the Township are family households. The average household size for the Township was 3.15 persons.

Table 14		
Households by Type in 2017		
Household Type	Number	Percent
Total occupied households	12,812	100
Family households (families)	10,848	84.7
With own children under 18 years	5,118	39.9
Married-couple family	9,819	76.6
Female householder, no husband present	693	5.4
Male householder, no wife present	336	2.6
Nonfamily households	1,964	15.3
Householder living alone	1,661	12.9
<i>Source: 2017 ACS 5-year estimate</i>		

2.4 Employment Characteristics

According to the 2017 ACS, there were over 20,000 persons in the Township who were participating in the labor force, and employed. There were an estimated 10,563 persons aged 16 or over, but not participating in the labor force, which is approximately one third of the labor force population. The majority of workers living in Marlboro Township were a part of the private wage and salary worker group (83.4%). The second largest classification was government workers (12.0%) followed by those who were self-employed (4.5%). Those that worked within the private wage field were concentrated heavily in management/professional positions and sales and office occupations.

Table 15		
Employment Status and Classification of Workers		
Labor Force Participation	Number	Percent of Workers
Population 16 years and over	31,881	100
In Labor Force	21,318	66.9
Not in Labor Force	10,563	33.1
Class of Worker		
Private Wage and Salary	16,827	83.4
Government Workers	2,415	12.0
Self Employed	916	4.5
Unpaid Family Workers	30	0.1
TOTAL Employed Population	20,188	100
<i>Source: 2017 ACS 5-year estimate</i>		

An analysis of the employees (over the age of 16) indicates that Marlboro workers were involved in a broad array of economic industry sectors. As depicted in Table 16 below, the highest concentration of workers at 22.1 percent of the total workforce was in educational, health and social services, which was followed at 16.1 percent by

professional, scientific, management and administrative workers. The next highest concentration of workers, at 14.6 percent, was the finance, insurance, and real estate sector. This indicates a majority of workers in the Township are employed in professionalized industries, which correlates with the high median household income of the Township.

Table 16		
Workforce by Industry Sector		
Sector	Employees	Percent of Workforce
Civilian Employed Population	20,188	100
Agriculture, Forestry, Fisheries & Mining	21	0.1
Construction	679	3.4
Manufacturing	1,380	6.8
Wholesale Trade	607	3.0
Retail Trade	2,713	13.4
Transportation, Warehousing and Utilities	755	3.7
Information	912	4.5
Finance, Insurance & Real Estate	2,950	14.6
Professional, Scientific, Management, Administrative, and Waste Management Services	3,255	16.1
Educational, Health and Social Services	4,461	22.1
Arts, Entertainment, Recreation, Accommodation and Food Services	1,207	6.0
Other Services	614	3.0
Public Administration	634	3.1

Source: 2017 ACS 5-year estimate

The workforce occupation characteristics in Marlboro Township were compared with that of Monmouth County. As indicated in Table 17 below, according to the 2017 ACS, the occupation characteristics of the Township's residents compare very closely with that of workers residing in the County. In fact at the County level, similar to the Township, the highest concentration of the workers, at 23.8 percent of the total workforce, was in educational, health and social services. The Township, in 2017, maintained a slightly higher percentage of manufacturing, information, wholesale trade, and retail trade jobs than that at the County level. The County, however, balanced out by maintaining a higher percentage of jobs in the arts, entertainment, recreation, accommodation and food services sector, public administration, agricultural, forestry, fisheries, and mining, and construction. Both the Township and County Occupational Characteristics are summarized within Table 17 below, Occupation Characteristics.

Table 17		
Occupation Characteristics		
Sector	Marlboro Township (Percent)	Monmouth County (Percent)
Agriculture, Forestry, Fisheries & Mining	0.1	0.2
Construction	3.4	7.2
Manufacturing	6.8	6.1
Wholesale Trade	3.0	2.8
Retail Trade	13.4	11.3
Transportation, Warehousing and Utilities	3.7	4.8
Information	4.5	3.6
Finance, Insurance & Real Estate	14.6	9.9
Professional, Scientific, Management, Administrative, and Waste Management Services	16.1	13.2
Educational, Health and Social Services	22.1	23.8
Arts, Entertainment, Recreation, Accommodation and Food Services	6.0	8.9
Other Services	3.0	4.0
Public Administration	3.1	4.3
<i>Source: 2017 ACS 5-year estimate</i>		

In addition, in order to understand what implications this employment data has for the Township and understand what the employment field and area trends are for Marlboro Township, and Monmouth County, the New Jersey Department of Labor and Workforce Development ("NJLWD") has prepared projections, which analyze the expected increase or decrease in a particular employment sector. The data has been summarized and is illustrated within Table 18.

As indicated below in Table 18, it is projected that through 2026, employment will increase in many sectors including professional and business services, health care, warehousing, and leisure services. Most other industries will have modest increases in employment, and are considered stable, while the information and government sectors are projected to decline.

Table 18

Monmouth County Projected Employment

Industry	2016 Estimated Employment	2026 Projected Employment	Numeric Change	Outlook
Construction	153,600	176,260	22,660	Growing
Manufacturing	242,100	252,080	9,980	Stable
Information	71,500	67,950	-3,550	Declining
Other Services (Except Government)	171,000	189,650	18,650	Growing
Government	281,400	267,990	-13,410	Declining
Trade, Transportation and Utilities	868,000	916,080	48,080	Growing
Utilities	14,200	14,330	130	Stable
Wholesale Trade	217,200	223,720	6,520	Stable
Retail Trade	461,700	475,130	13,430	Stable
Transportation and Warehousing	174,900	202,900	28,000	Growing
Financial Activities	244,300	251,390	7,090	Stable
Finance and Insurance	186,900	192,880	5,980	Stable
Real Estate and Rental and Leasing	57,400	58,500	1,100	Stable
Professional and Business Services	662,700	730,120	67,420	Growing
Professional, Scientific, and Technical Services	297,900	327,250	29,350	Growing
Management of Companies and Enterprises	81,900	90,000	8,100	Growing
Administrative and Support and Waste Management and Remediation	282,900	312,870	29,970	Growing
Education and Health Services	1,007,900	1,123,490	115,590	Growing
Educational Services	426,200	440,550	14,350	Stable
Health Care and Social Assistance	581,700	682,930	101,230	Growing
Leisure and Hospitality	369,800	425,780	55,980	Growing
Arts, Entertainment and Recreation	64,300	79,870	15,570	Growing
Accommodation and Food Services	305,500	345,910	40,410	Growing

Source: New Jersey Department of Labor and Workforce Development, 2017

III. Fair Share Plan

3.1 Fair Share Obligation Summary

This Fair Share Plan addresses the Township’s cumulative affordable housing obligations according to the settlement agreement. The Township’s affordable housing obligation is outlined in the table below:

Table 19	
Cumulative Affordable Housing Obligation	
Type of Obligation	Units
Rehabilitation Share	111
Prior Round Obligation (1987-1999)	1,019
Third Round Obligation (1999-2025)	1,129
Total Fair Share Obligation	2,259

The 2019 Marlboro Township Housing Plan Element and Fair Share Plan is generally consistent with the Marlboro Township Land Use Plan and the other elements of the Township’s Master Plan. Crediting documentation for each project and mechanisms set forth herein is included in the appendices of this document as noted in the Table of Contents.

3.2 Prior Round Obligation

Marlboro Township has a prior round obligation of 1,019 units. Marlboro must meet the following minimum and maximum requirements when addressing this obligation, and is eligible for the following bonuses.

Age-Restricted: A municipality may age restrict a maximum of 25% of its affordable housing obligation, minus any RCA contributions:

$$1,019 - 183 \text{ (RCA)} \times 0.25 = 209$$

Marlboro Township can obtain credit for a maximum of 209 age-restricted affordable housing units for its Prior Round obligation.

Rental: A municipality has an obligation to provide a minimum of 25% of its affordable housing obligation as rental units.

$$1,019 \times 0.25 = 254$$

Marlboro Township must provide a minimum of 254 affordable rental units to satisfy its Prior Round obligation.

Rental Bonus: A municipality shall receive two (2) units of credit for rental units available to the public, up to a maximum of rental bonus credits equal to the rental obligation.

$$\text{Rental Obligation} = 254 \text{ units}$$

Marlboro may receive rental bonus credits for a maximum of 254 units of family rental housing.

The following are affordable housing projects and programs that address the prior round obligation.

Prior Cycle Credits

Hamilton Mobile Home Park: (Block 147, Lot 43) - Existing

A municipality is eligible to receive credit for units constructed between April 1, 1980 and December 15, 1986, if the units are occupied by low or moderate income households (prior cycle credits). Per the 1985 consent order, Hamilton Mobile Home Park qualifies under "Credits for units constructed between April 1, 1980 and December 15, 1986" per N.J.A.C. 5:93-3.2. Therefore, the Township will apply the 25 family for-sale units to address its Prior Round obligation. It should be noted that affordable housing trust funds were expended to make capital improvements for the septic system's leach fields in order to continue appropriate sewer service for these affordable units.

Total Prior Cycle Credits - 25

Regional Contribution Agreements (RCAs)

A total of 183 unit RCAs with Freehold Borough and the City of Trenton were approved as part of the 1985 consent agreement. The RCAs were divided into three separate projects. Funded by a payment in lieu from the developer of the Kaplan Site, a 62 unit RCA with the Borough of Freehold, Monmouth County was approved by COAH on February 5, 1997 and amended on February 3, 1999.

In addition, a 99 unit RCA was approved by COAH with the City of Trenton on March 5, 1997. The RCA was funded with a payment in lieu from the developer of the Woodcliff site per the 1985 consent order. Finally, COAH approved a 22 unit RCA, with the City of Trenton on November 5, 1997. This RCA was funded by a payment in lieu from the developer of the Junction Trail site.

While these RCA's are no longer permissible as mechanisms to satisfy an affordable housing fair share obligation, as they were permissible at the time that they were implemented, they can still be credited towards a municipality's prior round obligation as prior cycle credits. No RCA's can be considered for any third round fair share obligation.

Total RCA Credits - 183

Family for Sale Units

Pointe De Jardin: (Block 176, Lot 7) - Existing

A municipality can receive credits and associated bonuses for housing units constructed subsequent to December 15, 1986. Therefore, the Township is eligible to

receive credit for 101 for-sale affordable units constructed at the Pointe De Jardin development via the 1985 consent order. The existing development consists of 302 market rate units and 101 affordable units of which all are constructed and occupied. Affordability controls for the units for 30 years have been established in the First Amendment to the Master Deed, recorded on March 23, 1992.

Buckdale: (Block 355, Lot 6, 7, 8, and 11) – Proposed

Buckdale, LLC, is one of the intervener plaintiffs which had filed suit against the Township challenging the earlier (2010) Housing Element and Fair Share Plan. The settlement agreement with Fair Share Housing Center accounts for this proposal. The Buckdale site is located between South Main Street and Buckley Road. This project includes 45 single-family residential dwellings, of which 9 units will be affordable family for sale units, for a 20 percent affordable set-aside. The affordable units will be made available to low and moderate income households. Half of the affordable units will be made available to moderate income households, and half will be reserved for low income households.

The site is over 10 acres in size, is located within a designated sewer service area, and is currently owned and controlled by the proposed developer. A settlement agreement has been reached between the developer and the Township to allow the inclusionary development as proposed. The site is vacant, is not encumbered by environmental constraints, and is suitable for the proposed inclusionary development. The zoning on the site will be changed as a part of the implementation of this plan. The site is available, developable, and suitable for affordable housing.

Total Family for Sale Units - 110

Family Rental Units

Camelot: (Block 132, Lot 18) - Existing

Marlboro Township is eligible to receive credit for 50 affordable rental units from the Camelot development. The multi-family development encompasses approximately 15.3 acres and consists of 200 market rate units and 50 affordable units in nine (9) three-story buildings and three (3) four-story buildings. The development has been constructed and is currently occupied. Affordability controls have been established for the affordable rental units for 30 years.

Camelot II/Camelot West/Bluh and Batelli: (Block 150, Lots 2, 3, 4) – Approved/Under Construction

The former Bluh and Batelli site, which is 76 acres in size, was approved for development in 2016 as Camelot West. A total of 250 units have been approved for this property. Of the 250 units, 200 are market rate, while 50 are affordable family rental units. In addition, the developer provided a \$2,275,000 payment in lieu. Marlboro is eligible to receive 50 family rental credits in addressing its Prior Round obligation from this site.

Northpointe/OHAD: (Block 143, Lot 1.02) - Approved

The Northpointe development is an inclusionary multi-family project that has been approved for Final Site Plan by the Marlboro Township Planning Board and is currently under construction. The site is located on a property totaling 47.66 acres and was approved for the development of 285 total units in thirteen (13) three-story buildings and one (1) two-story building. 222 of the total units will be market rate and 63 units will be affordable rentals. Northpointe's affordable units will consist of 12 one-bedroom units, 38 two-bedroom units, and 13 three-bedroom units. Once Northpointe is fully constructed, the Township will work with the developer to deed restrict the affordable units for 30 years. The Township will be eligible for 63 units of credit towards its affordable housing obligation by this project.

EL at Marlboro/Lennar: (Block 415, Lot 22) - Proposed

The site is a 33-acre property located on South Main Street. A total of 280 units, inclusive of 56 affordable rental units are proposed for this area; the 56 affordable units encompasses the 20% set aside for affordable housing. The owner of the property is one of the litigants who filed a lawsuit against the Township. The settlement agreement with Fair Share Housing Center accounts for this proposed inclusionary development. The Township shall rezone this property to permit townhouse and multi-family development with a mandatory inclusionary set aside of 20% of all the units, or a minimum of 56 affordable rental units. Of the 56 affordable rental units proposed, the Township and developer will ensure that at minimum 13 percent of these units are affordable to very low income households.

The property proposed for this project is located within a sewer service area, and has adequate developable land for the 280 unit inclusionary project. The site is owned by the proposed developer, making it available and developable. The developer and the Township have reached a settlement agreement and with the proposed rezoning of the site, it will be approvable at the density and affordable housing set aside as proposed. The site is suitable for inclusionary development.

Ashbel/Weitz 9A: (Block 119, Lot 16) - Proposed

The site is located on Texas Road near the intersection with Greenwood Road. Proposed for this site are 120 apartment units, 24 of which will be affordable family rental units. The apartments will be constructed within five (5) three story buildings, each of which will contain 24 apartments. Of the 24 affordable units proposed, the Township and the developer will ensure that at minimum 13 percent of these units are affordable to very low income households.

This project is part of a settlement agreement between the developer and the Township, which requires the Township to rezone the property to allow for inclusionary development at the density proposed, and requires that the developer provide affordable housing as proposed. The site is owned by the developer, and is developable and will be approvable once rezoned in accordance with this plan and the settlement agreement. The Subject Property is immediately adjacent to a sewer service area. As a part of the settlement agreement the developer is obligated to work with the Western Monmouth Utilities Authority (WMUA), and any other necessary

agencies to have public sewer and water extended to the development, making the site suitable for inclusionary development.

Pallu/Weitz 9B: (Block 146, Lot 25, 26) - Proposed

The Weitz 9B project consists of two properties located along Texas Road at the intersection with Wooleytown Road. Proposed for this site is 387 total apartment units, 78 of which will be affordable family rentals for a 20 percent affordable set aside within this inclusionary development. Of the 78 affordable units proposed, the Township will ensure that at minimum 13 percent of the units are affordable to very low income households.

The proposed developer, Pallu, is the current owner of the site, and is also a party to the same settlement agreement mentioned above for the Ashbel/Weitz 9A site. The site is clear of encumbrances, which would limit the development of affordable housing, making it developable and available. The site is large enough to accommodate the project as proposed, and will be approvable once the properties are rezoned in accordance with this Plan and the terms of the settlement agreement. The Subject Property is immediately adjacent to a sewer service area. The settlement agreement requires that the developer work with the state and the WMUA to provide public water and sewer to the property, which will make it suitable for the inclusionary development proposed.

Total Family Rental Units – 321
Rental Bonus Credit Cap – 254
Total Family Rental Credits – 575
(321 + 254 = 575)

Senior for Sale Units

Kaplan (Glenbrook): (Block 412, Lot 166 / Block 413, Lot 24 / Block 207, Lot 24) - Existing

The Kaplan (Glenbrook) development is eligible to receive credit for 80 age-restricted for-sale units to be put towards Marlboro Township's prior round obligation. The entire development consists of 308 single family attached (townhouse) units, 4 single family detached homes, and 80 age-restricted affordable for-sale units (392 total units). All of the units have been constructed and are currently occupied. The development was subject to the 1985 consent order and to amendments in 1990 and 1995. This development was also associated with a 62 unit RCA with Freehold Borough, as previously mentioned. Affordability controls for these units for 30 years have been established in the First Amendment to the Master Deed, recorded on September 17, 1996.

Total Senior for Sale Units - 80

Assisted Living Facilities

Renaissance Assisted Living (Sunset Park): (Block 103, Lot 10) - Approved

Sunset Park was approved as an assisted living facility at Texas Road and Thomas Lane. As a part of the preliminary and final site plan approval, the developer will provide at

least 14 of their beds to be dedicated to Medicaid users as “COAH equivalents”. The Township would be eligible to claim 14 credits for these Medicaid assisted living units.

FSP/Solana Marlboro by Chelsea: (Block 176, Lot 38, 39, 40, 41) - Existing

This assisted living facility is located at 52 Route 520. It contains 86 total assisted living units, of which 9 have been reserved for Medicaid residents, and are COAH equivalent units. The Township may claim 9 credits from these Medicaid units within the FSP assisted living facility.

Sunrise Assisted Living: (Block 355, Lot 3.01) - Existing

Located along Route 79, this inclusionary senior assisted living facility has 6 units, which are dedicated to low and moderate income residents. The Township is eligible to receive 6 credits for the beds provided to Medicaid residents at this facility.

Total Assisted Living Units – 29

Supportive Needs Housing

Advancing Opportunities Group Home: (Block 210, Lot 12) - Existing

This group home is located at 7 Newton Street, and consists of 3 bedrooms within one dwelling. As a supportive needs facility for individuals with cerebral palsy, the Township is eligible for 3 credits through this project.

Advancing Opportunities Group Home: (Block 162, Lot 3) - Existing

This group home is located at 8 Center Street, and consists of 3 bedrooms within one dwelling. As a supportive needs facility for individuals with cerebral palsy, the Township is eligible for 3 credits through this project.

New Horizons in Autism: (Block 341, Lot 3) - Existing

This group home is located at 6 Spencer Circle, and consists of 4 bedrooms within one dwelling. As a supportive needs facility for persons with autism, the Township is eligible for 4 credits through this project.

Easterseals Group Home Taylor: (Block 225, Lot 42) - Existing

The Township is able to address a portion of its Prior Round obligation through a 4 bedroom Easter Seals group home. This facility is a group home for the severely and persistently mentally ill, as licensed and/or regulated by the NJ Department of Human Services, Division of Mental Health Services (DMHS). The property is located at 28 Taylor Road, and consists of 4 bedrooms of supportive needs housing within one dwelling unit. The Township is eligible for 4 credits through this project.

Easterseals Group Home Vassar: (Block 173, Lot 7) - Existing

This facility is another group home operated by Easter Seals, and provides 3 bedrooms within 1 dwelling unit at 20 Vassar Place. The Township can claim 3 credits for supportive needs housing through this facility.

Easterseals Group Home Stratford: (Block 178, Lot 2) - Existing

This is the third group home operated by Easter Seals within Marlboro. It is also a 3 bedroom facility, within 1 single-family structure, and located at 277 Stratford Place. The Township may claim 3 credits for supportive needs housing through this facility.

EIHAB Human Services: (Block 299, Lot 134) - Existing

This group home facility is located at 477 Union Hill Road, and consists of 5 bedrooms within a single dwelling unit. The Township is eligible for 5 credits of supportive needs housing from this project.

EIHAB Human Services: (Block 350, Lot 16) - Existing

This group home facility is located at 1 Eaton Court, and consists of 4 bedrooms within a single dwelling unit. The Township is eligible for 4 credits of supportive needs housing from this project.

Morganville Group Home: (Block 113, Lot 1) - Existing

This group home is owned and operated by the New Jersey Association of Deaf-Blind Inc., and is located at 7 West Court. There are 3 bedrooms within a single dwelling. The Township is eligible for 3 credits of supportive needs housing through this project.

Center for Family Support: (Block 176, Lot 102) - Existing

This group home is located at 2 East Frances Avenue, and is owned by Mobility Special Care Housing Inc. The facility has 3 bedrooms within a single dwelling. The Township is eligible to claim 3 supportive needs housing credits from this group home.

Renaissance Health Network: (Block 207, Lot 4) - Existing

This group home, located on Route 79, is operated by the Renaissance Health network and includes 10 bedrooms within a single dwelling. The Township is eligible for 10 credits for supportive needs housing through this project.

New Jersey Institute for Disabilities NJID: (Block 233, Lot 3) - Existing

This facility is a 4-bedroom group home located at 5 Wabash Road. The facility provides a living environment for developmentally disabled adults. NJID was formerly known as the Cerebral Palsy Association, and primarily cares for individuals with cerebral palsy. The deed for the property was recorded in December of 2010.

New Hope/Discovery: (Block 157, Lot 34.02) - Existing

The New Hope facility is located at 80 Conover Road, and provides 60 bedrooms as an adult care and recovery facility. The Township can claim credit for the 60 bedrooms provided by this facility as supportive needs housing.

Mattie House: (Block 157, Lot 34.03) - Existing

The Mattie House facility is located just north of the New Hope adult care building on 86 Conover Road. This group home contains 5 bedrooms within a single structure. As such, the Township may claim 5 credits for this group home facility.

Mattie House Expansion: (Block 157, Lot 34.01) - Proposed

This is a proposed expansion of the Mattie House facility, which is operated by the New Hope Foundation. The proposed expansion would more than double the size of the existing facility, from 5 bedrooms to 13 bedrooms total. The lands for the proposed expansion would come from a small portion of what was a part of the State Psychiatric Hospital on Conover Road. The Township may claim an additional 8 credits through this proposed expansion.

This site is developable as an extension of an existing facility, and is both available and suitable for development as a group home. The Township fully supports the proposed expansion of Mattie House group home facility.

Total Supportive Needs Housing Credits – 122

Supporting documentation for each project listed above is provided within the Appendices of this Plan.

3.3 Summary – Prior Round Obligation

As detailed in the following table, the Township has 1124 credits/reductions to apply toward its Prior Round Obligation. Therefore, the Township completely satisfies its Prior Round Obligation and has 105 surplus credits to contribute towards its Third Round Obligation.

Table 20			
Marlboro Township, Prior Round Obligation			
Project	Number of Credits	Bonus Credits	Status
Prior Cycle Credits			
Hamilton Mobile Home Park	25		Constructed
Regional Contribution Agreement Credits			
RCA Credits	183		(Funds Transferred)
Family For Sale Units			
Pointe De Jardin	101		Constructed
Buckdale	9		Approved
Family Rentals			
Camelot (Entron)	50	50	Constructed
Camelot II/West (Bluh & Batelli)	50	50	Under Construction
Northpointe/OHAD	63	63	Approved
El at Marlboro (Lennar)	56	56	Proposed
Weitz 9A/Ashbel	24	24	Proposed
Weitz 9B/Pallu	78	11	Proposed
Senior For Sale Units			
Kaplan - Glenbrook	80		Constructed
Assisted Living Facilities			
Renaissance Assisted Living (Sunset Park)	14		Approved
FSP Assisted Living (Solana by Chelsea)	9		Constructed
Sunrise Assisted Living	6		Constructed
Supportive Needs Housing			
Advancing Opportunities Group Home (7 Newton Street)	3		Constructed
Advancing Opportunities Group Home (8 Center Street)	3		Constructed
New Horizons in Autism (6 Spencer Circle)	4		Constructed
Easter Seals Taylor (28 Taylor Road)	4		Constructed
Easter Seals Vassar (20 Vassar Place)	3		Constructed
Easter Seals Stratford (277 Stratford Place)	3		Constructed
EIHAB Human Services (477 Union Hill Road)	5		Constructed
Morganville Group Home (7 West Court)	3		Constructed
EIHAB Human Services (1 Eaton Court)	4		Constructed
Center for Family Support (2 East Frances Ave)	3		Constructed
Renaissance Health Network (192 Route 79 North)	10		Constructed
NJID (5 Wabash Road)	4		Constructed
New Hope/Discovery (80 Conover Road)	60		Constructed
Mattie House (86 Conover Road)	5		Constructed
Mattie House Expansion (Conover Road)	8		Proposed
Total Units	870		
Bonus Credit Cap (Rental Obligation)		254	
Total Credits + Bonus	1,124		
Prior Round Obligation	1,019		
Surplus Credits	105		

The maximum permitted number of senior (age-restricted) units permitted = 209

- A total of 109 age-restricted units are included in the Plan, which is less than the maximum permitted.

The minimum required number of rental units = 254

- A total of 552 rental units are included in the Plan, which is greater than the minimum required.

The maximum permitted number of rental bonus credits = 254

- Marlboro has 523 rental units eligible for bonus credits, but will apply 254 units of bonus credits due to the cap.

A map of all prior round affordable housing projects, and a map of all supportive needs housing projects can be found in Appendix B. Inclusionary zoning ordinances for the three proposed family rental projects identified in the table above and crediting documentation for each of the projects listed above are included in the appendices of this Plan. These ordinances comply with all relevant aspects of the Settlement Agreement with Fair Share Housing Center and with the Settlement Agreements with the individual intervenors involved in these projects.

3.4 Rehabilitation Share (Present Need)

Marlboro Township has a rehabilitation share of 111 units, as per the settlement agreement with Fair Share Housing Center. The Township proposes to satisfy this rehabilitation obligation through the following mechanisms:

The Township will have its affordable housing administrative agent, Community Grants Planning and Housing, or their successor, manage the Township's rehabilitation program. In the event that further assistance is required, the Township will enter into an agreement with Monmouth County, which specializes in the implementation of publicly funded rehabilitation programs, to assist with the rehabilitation of housing units within the Township. The Township's rehabilitation program will include a program component for the rehabilitation of rental units.

Since 2010, there has been 1 home in Marlboro Township which has been rehabilitated through the Monmouth County Housing Improvement Program and in accordance with N.J.A.C. 5:93-3.4(a)1, as shown below. The Township may receive credit for this rehabilitated unit.

Table 21				
Monmouth County Housing Improvement Program				
Block	Lot	Program	Date	Loan Amount
345	12	HIP	5.6.2010	\$ 24,100.00

The Township's Rehabilitation Program Manual and supporting documentation for the above referenced unit is included in the appendices. The Township reserves the right to apply any additional eligible units toward its remaining 110-unit rehabilitation obligation.

3.5 Third Round Obligation

Marlboro Township has a third round obligation of 1,129 units. Per the settlement agreement and the requirements of N.J.A.C. 5:93, Marlboro must meet the following minimum and maximum requirements when addressing this obligation, and is eligible for the following bonuses.

Age-Restricted: Per the settlement agreement, the Township may receive credit for age-restricted affordable units up to a maximum of 25 percent of their total Third Round obligation.

$$0.25 \times 1,129 = 282$$

Marlboro Township can obtain credit for a maximum of 282 age-restricted affordable housing units as a part of satisfying its Third Round obligation. The Township will not seek any waiver or exemption from this cap on the number of age-restricted units permitted to be credited towards the Third Round obligation.

Rental: Per the settlement agreement, the Township must provide a minimum of 25 percent of its Third Round obligation as rental units.

$$0.25 \times 1,129 = 282$$

Marlboro Township must provide a minimum of 282 affordable rental units to satisfy its Third Round obligation.

Rental Bonus: Per the settlement agreement, Marlboro may obtain bonus credits in accordance with the rules set forth in N.J.A.C. 5:93-5.15(d). A municipality shall receive two (2) units of credit for rental units available to the public, up to a maximum of rental bonus credits equal to the rental obligation. No more than 50% of the rental obligation shall receive a bonus for age restricted rental units.

$$\text{Rental Bonus Cap} = \text{Third Round Rental Obligation} = 282 \text{ credits maximum}$$

The following projects are proposed to address the Township's Third Round obligation:

Surplus Credits

Surplus from Prior Rounds

As noted in the chart above, the Township has a surplus of 105 units from the Prior Round, which are applied toward addressing the Third Round obligation.

Total surplus credits – 105

Senior Rental Units

Marlboro Motor Lodge: (Block 270, Lot 14)

The property is located at 137 Route 9 South, and is developed with three single-story structures which served as the Marlboro Motor Lodge motel, and an additional structure which is the Marlboro Diner. The Township has been in negotiations with the current owner of this site for many years to convert the former motor lodge into 91 affordable senior rental units. In 2010, the Township was initially approved by COAH to use funds from its affordable housing trust fund in order to acquire the property, and develop the site into affordable units. However, the project did not move forward at the time. The Township has an option purchase agreement on the property, and intends to move forward to acquire the property and seek to develop it with 91 affordable rentals for seniors, through utilizing a combination of funds from low income housing tax credits (LIHTC) and its affordable housing trust fund. Of the 91 rental units proposed, the Township will ensure that at minimum 13 percent of these units will be affordable to very low income households.

This site is proposed to be rezoned to permit 91 affordable senior rental units, making the project approvable. As a currently vacant, but previously developed property, the site is developable and suitable for senior rental housing. The property is available and although not currently owned by the Township, negotiations to acquire the property have been ongoing.

A copy of a pro-forma demonstrating the feasibility of the project, a timetable for the development of the project, information regarding the availability of funding and related documentation provided in accordance with NJAC 5:93-5.5 are included in the appendices of this Plan.

Total Senior Rental Units - 91

Family Rental Units

M&M: (Block 122, Lot 27.04) - Proposed

Located at 483 Route 79, this proposed project will include a total of 200 residences. 40 of those units will be affordable to low and moderate income families as rentals, for a 20 percent set aside. The Township will rezone this property to permit inclusionary development on the site and to require a minimum of 40 affordable family rentals. Of the 40 affordable units proposed, the Township will ensure that at minimum 13 percent of the units are affordable to very low income households. The inclusionary zoning ordinance for this project is included in the appendices of this Plan. The ordinance complies with all relevant aspects of the Settlement Agreement with Fair Share Housing Center and with the Settlement Agreement with the individual intervenor involved in this project.

This site will be rezoned to allow for multi-family residential development at the proposed density and with the required 20 percent affordable set aside making the

project approvable. The site is currently vacant and available, being owned by the proposed developer. The site is also within a designated sewer service area, and is suitable for inclusionary development.

Bathgate/MDG: (Block 213.01, Lot 44) - Proposed

The owner of this property, Marlboro Development Group (MDG) had been one of the litigants against the Township and has recently reached a settlement agreement in regards to the permissible development of this site, which is located on Route 79. As per the settlement agreement, the Township will rezone the property to allow for inclusionary development. The development will include a total of 105 residential units, 20 of which will be rental units that are affordable to very low, low, and moderate income households. The Township will be eligible for 20 credits from this project, and an additional 20 bonus credits since the units will be family rentals. Of the 20 affordable units proposed, the Township will ensure that at minimum 13 percent of the units are affordable to very low income households.

This project and the current owner of the property, Marlboro Development Group, are part of a recent settlement agreement with the Township to rezone this property to allow for multi-family inclusionary development at the density and affordable set aside described. The site is available, within a sewer service area, and is developable. There are minimal constraints to development on the site, which make it suitable for inclusionary housing. The inclusionary zoning ordinance for the project is included in the appendices of this Plan. The ordinance complies with all relevant aspects of the Settlement Agreement with Fair Share Housing Center and with the Settlement Agreement with the individual intervenor involved in this project.

Wildflower/The Place at Marlboro: (Block 149, Lot 16) – Proposed

Phase I

As part of the Bluh and Batelli/Camelot West site, the Township negotiated with the developer to acquire Block 148, Lot 31 and Block 149, Lot 16 of the previously approved Bluh and Batelli development (Camelot West) as part of the settlement agreement. The acquired land will be utilized by the Township to construct a 100 percent affordable housing development consisting of 153 rental units. The Township has a memorandum of understanding (MOU) with Community Investment Strategies (CIS), a developer of affordable housing projects, to construct the 100 percent affordable rental project. The Township will be eligible to claim 153 credits from this project. This project will be developed through a combination of LIHTC funding, and funds from the Township's affordable housing trust fund. The Township will ensure that at minimum, 13 percent of the 153 units proposed are affordable to very low income households.

Phase II

The Township is proposing a phase II of the Wildflower/The Place at Marlboro development noted above on the former Bluh and Batelli/Camelot West site, also to be developed by CIS. The second phase of the project would also be a 100 percent affordable municipally sponsored project. Proposed for this phase is an additional 103 units to the property, which will also be family rentals. The second phase is proposed to be financed also through a combination of LIHTC and Township affordable housing trust

fund sources. The Township will ensure that at minimum, 13 percent of the 103 units proposed are affordable to very low income households.

Both phases of this project, as a municipally sponsored 100 percent affordable project, will have the full support of the Township in the approval process. The site will be rezoned to permit affordable multi-family construction at a density to accommodate up to 256 dwelling units. The Township has acquired these vacant properties making them available and developable. The site is within a sewer service area and has minimal constraints to development, making it a suitable location for affordable housing units.

An updated pro-forma demonstrating the feasibility of the project is being prepared and will be submitted under separate cover. A timetable for the development of the project, information regarding the availability of funding and related documentation provided in accordance with N.J.A.C.5:93-5.5 is included in the appendices of this Plan for both phases of Wildflower/The Place at Marlboro.

A resolution of the Township's intent to bond to cover any shortfall in funding of the 100 percent affordable projects will be provided to the Court under separate cover.

Scattered Site Redevelopment: (Multiple Blocks/Lots) - Proposed

Marlboro is currently undergoing the process of investigating a number of sites scattered throughout the Township to determine if they meet the criteria necessary to be designated as areas in need of redevelopment. The Preliminary Investigation for the proposed Area in Need of Redevelopment for these properties is slated to be adopted by the Township Council in July or August 2019. Although a Redevelopment Plan is pending and will be completed upon the adoption of the Area in Need Study, a preliminary analysis indicates that, were these sites to be redeveloped with inclusionary residential developments, as much as 160 units of family rental housing could be produced. The blocks and lots included within the Study Area currently under investigation include:

- Block 103, Lot 1
- Block 111, Lots 4, 10, 11, 12, 13
- Block 146, Lots 28, 30, 31, 32, 33, 38
- Block 147, Lot 34
- Block 170, Lots 2, 3
- Block 172, Lot 13
- Block 268, Lot 79

It is anticipated that these properties will be designated as areas in need of redevelopment, and that each will be rezoned through the redevelopment planning process to require inclusionary multi-family rental housing at a density sufficient to produce a cumulative total of at least 160 units of affordable housing. Of the 160 units of affordable housing proposed within this mechanism, the Township will ensure that at minimum, 13 percent of the units are affordable to very low income households. As Block 103, Lot 1 extends into Aberdeen Township, upon designation of the lot as a redevelopment area, Marlboro Township would take appropriate action to help address this issue in order to encourage the redevelopment of this parcel.

These properties together have a total of approximately 98 acres in area, over 60 acres of which are not constrained by wetlands or other environmental considerations. Of this area, over 41 acres on these sites are located within designated sewer service areas and would be developable and suitable as inclusionary multi-family rental housing. The Area in Need Study and Redevelopment Plan will comply with all relevant aspects of the Settlement Agreement with Fair Share Housing Center. A draft of the Redevelopment Plan is included in the appendices of this Plan.

It is also important to note that the 3 Ronson, LLC project is proposed for Block 111, Lot 4, which is one of the Scattered Site Redevelopment Parcels. As per the April 2019 Settlement Agreement between the Township of Marlboro and 3 Ronson, LLC, the applicant will construct 212 residential units of which 20% (approximately 42 units) will be affordable. Of the Affordable units, thirteen (13) percent will be very-low income units. Block 111, Lot 4 is approximately 24 acres in size and is available, approvable, developable and suitable for the construction of an inclusionary development. Further, 3 Ronson, LLC may develop Block 111, Lots 10, 11, 12 and 13 with inclusionary residential development of a similar density to that proposed on Block 111, Lot 4 as part of a future application. The total number of units yielded from Block 111, Lots 4, 10, 11, 12 and 13 comprise a portion of the 160 affordable units anticipated to be generated from the pending Scattered Site Redevelopment Plan.

Total Family Rental Units – 476

Extension of Affordability Controls

Hamilton Park: (Block 147, Lot 43)

The Township has extended controls and may claim credit for 25 units of family for-sale affordable housing units through the extension of these affordability controls.

Pointe De Jardin: (Block 176, Lot 7)

There are currently 101 affordable units within the inclusionary Pointe De Jardin development in the Township. The affordability controls on these units are set to expire in 2022. The Township will pass a resolution to negotiate with the current owners of these units, and the condominium association to which they belong, to extend the affordability controls on 100 of the units for an additional 30 years, through 2052. The Township may claim credit towards its Third Round obligation through the extension of controls for 100 units.

A program description and a copy of the resolution of the Township's intent to seek to extend controls on both Hamilton Park and Pointe De Jardin will be provided to the Court under separate cover.

Total Affordability Control Extensions – 125

Supportive Needs Housing

Group Home Program

The Township will support the development of a total of 50 new bedrooms within group home facilities. By the end of each year from 2020 to 2024, group home facilities containing a total of at least 9 additional affordable bedrooms will be completed. The Township will fund these group homes partially through the use of funds within the Affordable Housing Trust Fund (The Spending Plan is included in the appendices of this Plan). It is anticipated that up to 100 percent of the bedrooms in the Group Home program will be affordable to very low income residents. The State Hospital Group Home project is included in this program. A description of this project is included below.

State Hospital Group Home: (Block 159, Lot 11) - Proposed

This very large property located on the north side of Newman Springs Road (Route 520) is the former state psychiatric hospital, which has been closed since 1998, and structures on the site were demolished in 2015. Proposed for this site is a 6 bedroom group home facility, to be constructed within two single-family structures. The Township may claim 6 credits for this proposed facility on the former state hospital grounds.

The site is owned by the State of New Jersey, and has been vacant for many years. As the former site of a hospital, the lands are available and suitable for development as an additional group home facility in the Township. The expansive property can easily accommodate a small group home facility and the project would have the full support of the Township.

Total Supportive Needs Housing bedrooms – 50

3.6 Summary – Third Round Obligation

As detailed in the following table, the Township has 1,129 credits/reductions to apply toward its Third Round Obligation. Therefore, the Township completely satisfies its Third Round Obligation of 1,129.

Table 22			
Marlboro Township, Third Round Obligation			
Project	Number of Credits	Bonus Credits	Status
Prior Round Surplus			
Prior Round Surplus Credits	105		Units from Camelot, Camelot II/West and EL at Marlboro
Senior (Age-Restricted) Rental Units			
Marlboro Motor Lodge	91		Municipally Sponsored Project
Family Rentals			
M&M	40	32	Proposed
Marlboro Development Group (Bathgate)	20		Proposed
Wildflower/The Place at Marlboro	153	153	Municipally Sponsored Project
Wildflower/The Place II	103	97	Municipally Sponsored Project
Scattered Site Redevelopment	160		Proposed
Extension of Affordability Controls			
Hamilton Park	25		Completed
Pointe De Jardin	100		Proposed
Supportive Needs Housing			
Group Home Program	50		Proposed
Total Credits	847		
Bonus Credit Cap (Rental Obligation)		282	
Total Credits + Bonus (850 + 283)	1,129		
Third Round Obligation	1,129		

The maximum permitted number of senior (age-restricted) units = 282

- Marlboro will receive credits for 91 age-restricted units, which is less than the permitted maximum.

The minimum required number of rental units = 282

- Marlboro will receive credits for 722 rental units, which is greater than the required minimum.

The maximum permitted number of rental bonus credits = 282

- Marlboro has substantially more than 282 rental units eligible for bonus credit, but will apply 282 units of bonus credits due to the cap.

A map of all Third Round affordable housing projects can be found in Appendix B.

3.7 Affordable Housing Ordinances

The Township has adopted several ordinances to implement its previous Housing Element and Fair Share Plans, including inclusionary zoning ordinances to require affordable units within residential developments. The Township will adopt amendments to the zoning ordinance as applicable to permit all proposed affordable projects listed in this Plan, and to implement the terms and conditions of the settlement agreement with Fair Share Housing Center.

The affordable housing ordinance will require that at minimum, all new affordable housing developments provide 13 percent of the affordable units to households that qualify as very low income, and that at least half of the very low income units are made available for families. Through the ordinance, the Township will ensure that the following projects contain at least 13 percent of the required affordable units for very low income households, and half of those for families:

Table 23		
Very Low Income Units		
Project	Total Affordable Units	Very Low Income Units
El at Marlboro	56	8
Weitz 9A / Ashbel	24	4
Weitz 9B / Pallu	78	11
MDG / Bathgate	20	2
M&M at Marlboro	40	6
Wildflower / The Place	256	36
Marlboro Motor Lodge	91	13
Scattered Sites Redevelopment	160	21
Group Home Program	50	50
Total	775	151
Percentage	-	19.48%

A copy of the Township’s proposed affordable housing and zoning ordinance amendments is included in the appendices of this Plan.

The zoning ordinance amendment to create the new affordable housing districts, which are to be called “Generational Housing” districts, will be adopted separately from the general affordable housing ordinance.

3.8 Development Fee Ordinance

The New Jersey Supreme Court, in the case of Holmdel Builder’s Association v. Township of Holmdel, 121 N.J. 550, 583 A.2d 277 (1990), has determined that mandatory development fees are a permissible action authorized by the Fair Housing Act, for a municipality to impose fees on developers in association with an affordable housing trust fund. Marlboro Township has adopted ordinances regarding development fees for affordable housing, and currently requires that developers of both residential and non-

residential applications make a contribution to the Township's affordable housing trust fund prior to approval of their projects.

The Township's current development fee ordinance, found at §70-19 of the Township Code, generally requires contributions of either 1.5% or 6% of the equalized assessed value of a residential unit, and 2.5% of the equalized assessed value of any non-residential project.

The ordinance does permit a developer who is providing affordable housing units to make a payment in lieu of on-site construction. Where a developer has made a payment in lieu of construction of affordable units, they shall be exempt from the above listed development fees.

The Township has established an affordable housing trust fund, as noted in §70-22 of the Township Code. As of January 1, 2019, the Township had a balance of \$14,429,522.54 in the trust fund account. A draft of the proposed Spending Plan for use of the funds in the Township's Affordable Housing Trust Fund to address its fair share obligations in accordance with the terms of the Settlement Agreement is included in the appendices of this Plan.

COAH approved the Township's revised Development Fee Ordinance in accordance with the COAH model on March 4, 2009. The Township adopted the revised ordinance on April 2, 2009. The Township will continue to collect development fees under the standards of this ordinance and any related state legislation to provide funding sources for the Township's proposed affordable housing programs and projects, such as housing rehabilitation, 100% affordable projects, and supportive needs housing.

In order to implement the terms and conditions of the settlement agreement, the Township will update its current development fee ordinance to be consistent with current standards. The proposed development fee ordinance is included in the appendices of this Plan.

3.9 Affordable Housing Administration

The Township has retained a qualified administrator to operate and manage all of the Township's affordable housing programs. The proper resolutions and contracts will be submitted to the Court for Marlboro Township's Affordable Housing Administrator.

Lynn Franco, the aide to the Mayor, has been appointed by the Mayor to serve as the Township's municipal affordable housing liaison.

A copy of Resolution 2019-27 for the Township, which appointed a qualified affordable housing administrative agent to oversee and administer the Township's affordable housing programs, the Township's Affirmative Marketing Plan and a sample of the proposed deed restriction language intended to be included in the deeds of all new affordable units is included in the appendices of this Plan.

3.10 Veterans Preference

The Township will grant preferential status to veterans for affordable units within Marlboro. The Township has included within their affordable housing ordinance and affirmative marketing plan statements to allow for up to 50% of the affordable housing units in an inclusionary development, or within a 100% affordable development to be provided to low or moderate income veterans, on a preferential basis. Veterans shall be placed on a special waiting list, which shall be given preference when affordable units become available.

3.11 Lands Evaluated for Suitability for Construction with Affordable Housing

Marlboro Township evaluated many different parcels at various locations throughout the Township and considered which of those may be most appropriate and available, suitable, developable and approvable for satisfying the Township's affordable housing obligation. The results of the initiative indicated that the proposed projects outlined herein are the most appropriate and expeditious means to satisfy Marlboro's affordable housing obligations. This finding is further supported in that the intervenors whose projects are included herein expressed a commitment to providing low and moderate incoming housing on available, suitable, developable and approvable parcels in an expeditious manner.

Appendices

Appendix A:
Settlement Agreements

In the Matter of the Application of the Township of Marlboro for a Declaratory Judgment,
Docket No. MON-L-2121-15

SETTLEMENT

This Settlement (“Settlement”) is entered into this ____ day of _____, 2019, by and among the Township of Marlboro, Monmouth County, declaratory plaintiff in the above-captioned matter, which has an address of 1979 Township Drive, Marlboro, New Jersey 07746 (hereafter “the Township”); and Intervenors/Defendants Fair Share Housing Center, a non-profit organization, with an address of 510 Park Boulevard, Cherry Hill, New Jersey 08002 (“FSHC”).

BACKGROUND

The Mt. Laurel Doctrine

1. In 1975, New Jersey Supreme Court prohibited the discriminatory use of zoning powers and mandated that each developing municipality “must, by its land use regulations, make realistically possible the opportunity for an appropriate variety and choice of housing for all categories of people who may desire to live there, of course including those of low and moderate income.” S. Burlington Cnty. NAACP v. Twp. of Mount Laurel (Mount Laurel I), 67 N.J. 151, 179, 187, appeal dismissed and cert. denied, 423 U.S. 808, 96 S. Ct. 18, 46 L. Ed. 2d 28 (1975)

2. In 1983, the New Jersey Supreme Court reaffirmed the constitutional obligation that towns provide “a realistic opportunity for the construction of [their] fair share of the present and prospective regional need for low and moderate income housing.” S. Burlington Cnty. NAACP v. Twp. of Mount Laurel (Mount Laurel II), 92 N.J. 158, 205 (1983) (citing Mount Laurel I, supra, 67 N.J. at 174), (together with Mount Laurel I, the *Mount Laurel Doctrine*).

3. It is the intent and purpose of the *Mount Laurel Doctrine* is to prohibit the discriminatory use of zoning powers and zoning practices which have the exclusionary effect of making unavailable housing to persons of low and moderate income and to provide remedies to address such practices in accordance with established Supreme Court precedent, statutes, and case law.

The Fair Housing Act and COAH

4. The Legislature codified the *Mount Laurel Doctrine* in enacting the Fair Housing Act, N.J.S.A. 52:27D-301, et seq. (“the Fair Housing Act” or “FHA”) and established the Council on Affordable Housing (“COAH”) as the entity charged with implementing and administering the legislative mandates of the Act.

5. COAH initially adopted substantive rules, governing the period from 1987 to 1993, (“The First Round Rules”), N.J.A.C. 5:92-1.1 to -18.20. It thereafter adopted substantive rules governing the period from 1987 to 1999, (“The Second Round Rules”), N.J.A.C. 5:93-1.1 to -15.1.

6. COAH has not promulgated valid, effective rules since the Second Round Rules expired in 1999.

7. The New Jersey Supreme Court, in the matter of In re Adoption of N.J.A.C. 5:96 & 5:97 by N.J. Council on Affordable Housing, 221 N.J. 1 (2015) (decided March 10, 2015) (“the Supreme Court Decision”), held that “There is no question that COAH failed to comply with this Court’s March 2014 Order that was designed to achieve the promulgation of Third

Round Rules and the maintenance of a functioning COAH,” such that “the administrative forum is not capable of functioning as intended by the [Fair Housing Act] due to the lack of lawful Third Round Rules assigning constitutional obligations to municipalities,” and, consequently “the courts may resume their role as the forum of first instance for evaluating municipal compliance with Mount Laurel obligations.”

8. The Fair Housing Act, N.J.S.A., 52:27D-313(a), provides that a municipality may seek judicial review of affordable housing fair share plans (“fair share plan”) and obtain a declaratory judgment and a judgment of repose finding that a municipality’s plans address their affordable housing obligation consistent with the *Mount Laurel Doctrine*.

9. Upon submission of a municipal fair share plan, the court is to conduct an individualized assessment of the plan based on the court’s determination of present and prospective regional need for affordable housing applicable to the municipality and upon a consideration of those lands which are available, approvable, suitable and developable for affordable housing.

The Township’s Comprehensive Plan for Development

10. Marlboro has long engaged in a comprehensive approach to development. It is the Township’s intent to protect environmentally sensitive areas, concentrate sustainable development, preserve farmland and open space, and provide reasonable buffers to promote smart growth in a sustainable manner.

11. The Township has undertaken to address these policy objectives by, among other things, adopting a Farmland Preservation Plan Element in compliance with requirements of the State Agriculture Development Committee (SADC) and an expansion of the PA 5 Environmentally Sensitive Planning Area, in accordance with the goals of the State Development and Redevelopment Plan as well as to aid in the preservation of environmentally sensitive lands, including environmentally sensitive farmlands.

12. The Township has also adopted an Open Space and Recreation Plan (OSRP) prepared in accordance with the Green Acres Open Space and Recreation guidelines including a list of potential preservation sites for expanding the active and passive recreation areas within Marlboro Township.

13. This Township has worked in concert with state and regional planning agencies to advance the broader policy objectives of those agencies as reflected in, among other things wastewater management plans endorsed by the N.J. Department of Environmental Protection (DEP), the New Jersey State Plan, the Western Monmouth Development Plan and the Monmouth County Growth Management Guide.

14. The Township has endeavored, in developing its affordable housing plan, to focus the sites it has selected to address its fair share obligation to be consistent with this overall approach to development.

The Township’s Affordable Housing Plan

15. On December 30, 2008, Marlboro petitioned COAH for substantive certification of its Housing Element and Fair Share Plan (the “2008 FSP”), which was based on the then-existing COAH third round “growth share” rules, N.J.A.C. 5:97-1.1 et seq. (the “Third Round Rules”). These rules had been promulgated and adopted in 2008 in response to In re Adoption of N.J.A.C. 5:94 and 5:95, 390 N.J. Super. 1 (App. Div. 2007), which vacated COAH’s first version of third round rules. COAH’s Third Round Rules have since been invalidated, in In Re Adoption

of N.J.A.C. 5:96 and 5:97 by the New Jersey Council on Affordable Housing, 215 N.J. 578 (2013).

16. Pursuant to the then-Third Round Rules a municipality's affordable housing obligation was comprised of three elements: (i) a "Rehabilitation Share;" (ii) a "Prior Round Obligation;" and (iii) a "Growth Share," which was the municipal prospective need based upon an estimate of projected and actual growth.

17. As set forth in the 2008 FSP, Marlboro had a Rehabilitation Share of zero, a Prior Round Obligation of 1,019, and a projected growth share of 654 units from 1999-2018 which Marlboro asserted could be adjusted through exclusions to a net projected growth share of 379. Marlboro proposed to satisfy these obligations through a variety of inclusionary projects, including several 100% affordable developments. After review by COAH, the 2008 FSP was deemed complete on February 4, 2009.

18. Fourteen objections were filed in response to the 2008 FSP and Marlboro engaged in mediation sessions with the objectors as required by COAH's regulations. No written agreements were reached with any of the objectors as a result of the mediation sessions. Thereafter, in response to COAH requests, Marlboro submitted supplemental information to support its fair share plan.

19. On July 13, 2010 the Marlboro Planning Board adopted a revised Housing Element and Fair Share Plan ("the 2010 Fair Share Plan" or "the 2010 HE/FSP") which was endorsed by the Township Town Council on July 15, 2010. The 2010 HE/FSP was filed with COAH on July 23, 2010.

20. The 2010 HE/FSP calculated the Township's affordable housing obligation on the basis of, among other things, (a) Third Round Growth Share Rules, and (b) part of the Governor's "Housing Opportunity Task Force Findings & Recommendations" (the "Task Force Report") that job and housing projections found in the Impact Assessment of the New Jersey State Development and Redevelopment Plan, issued on December 21, 2009.

21. In the meantime, an objector filed a motion seeking accelerated denial of Marlboro's petition for third round substantive certification and dismissal of Marlboro from COAH's jurisdiction. After briefing and oral argument, COAH issued a written decision on September 8, 2010, which denied the Township's petition for substantive certification, and dismissed it from the agency's jurisdiction.

22. On September 9, 2010, the Township appealed COAH's decision in In re Marlboro Township, Monmouth County, Motion Seeking Accelerated Denial of Marlboro's Third Round Housing Element and Fair Share Plan Docket No. A-0243-10T4 ("the Marlboro Appeal").

23. Marlboro also moved before COAH for a stay of its September 8, 2010 decision, which was granted by COAH on September 23, 2010. COAH granted the stay to preserve the status quo by preventing the filing of any builder's remedy lawsuits pending appeal.

24. Nonetheless, in the brief period of time between COAH's dismissal and its determination to stay its own decision, six separate builder's remedy lawsuits were filed against Marlboro.

25. Although on November 19, 2010, the Appellate Division dissolved COAH's September 23 stay order, on February 15, 2011, the Supreme Court reinstated the stay pending appeal.

26. In the meantime, on October 8, 2010, the Appellate Division had invalidated substantial parts of COAH's Third Round Rules. In Re Adoption of N.J.A.C. 5:96 and 5:97 by the New Jersey Council on Affordable Housing, 416 N.J. Super. 462 (App. Div. 2010) including the entire growth share methodology adopted by COAH. The Supreme Court subsequently

granted certification of the Appellate Division's decision. The Court in the Marlboro Appeal stayed that matter on June 13, 2012, pending a final decision by the Supreme Court in In Re Adoption of N.J.A.C. 5:96 and 5:97 by the New Jersey Council on Affordable Housing.

27. On September 26, 2013 the Supreme Court affirmed in part and modified in part the Appellate Division's decision invalidating COAH's Third Round Rules in In Re Adoption of N.J.A.C. 5:96 and 5:97 by the New Jersey Council on Affordable Housing, 215 N.J. 578 (2013).

28. On August 7, 2015 the Appellate Division affirmed COAH's dismissal of Marlboro from its jurisdiction in the Marlboro Appeal, thus allowing the builder's remedy actions mentioned above to proceed.

29. On October 2, 2015, the trial court denied Marlboro's declaratory judgment complaint, finding that it was not a participating municipality subject to the declaratory judgment process established in In Re Adoption of N.J.A.C. 5:96 and 5:97 by the New Jersey Council on Affordable Housing, 221 N.J. 1 (2015), but permitting the Township to participate in certain consolidated matters and allowing for the Township to file an amended complaint for that purpose. The Township filed a second amended complaint on October 23, 2015.

30. Through the process of mediation overseen since the filing of the second amended complaint with both builder's remedy plaintiffs and with Fair Share Housing Center, a Supreme Court-designated interested party in accordance with In Re Adoption of N.J.A.C. 5:96 and 5:97 by the New Jersey Council on Affordable Housing, 221 N.J. 1 (2015), Fair Share Housing Center and the Township have arrived at a comprehensive settlement of this matter which also incorporates resolutions to numerous builder's remedy cases that had been filed against Marlboro, and wish to jointly present this comprehensive resolution of the Township's housing obligations from 1987 to 2025 to the trial court for review.

SETTLEMENT TERMS

The Township and FSHC hereby agree to the following terms:

1. FSHC agrees that the Township, through the adoption of a Housing Element and Fair Share Plan conforming with the terms of this Settlement (hereafter "the Plan") and through the implementation of the Plan and this Settlement, satisfies its obligations under the Mount Laurel doctrine and Fair Housing Act of 1985, N.J.S.A. 52:27D-301 et seq., for the Prior Round (1987-1999) and Third Round (1999-2025).
2. At this time and at this particular point in the process resulting from the Supreme Court's Mount Laurel IV decision, when Third Round fair share obligations have yet to be definitively determined, it is appropriate for the parties to arrive at a settlement regarding a municipality's Third Round present and prospective need instead of doing so through plenary adjudication of the present and prospective need.
3. FSHC and Marlboro hereby agree that Marlboro's affordable housing obligations are as follows:

Rehabilitation Share (per Kinsey Report ¹)
--

111

¹ David N. Kinsey, PhD, PP, FAICP, NEW JERSEY LOW AND MODERATE INCOME HOUSING OBLIGATIONS FOR 1999-2025 CALCULATED USING THE NJ COAH PRIOR ROUND (1987-1999) METHODOLOGY, May 2016.

Prior Round Obligation (pursuant to <u>N.J.A.C. 5:93</u>)	1019
Third Round (1999-2025) Obligation	1129

4. For purposes of this Settlement, the Third Round Prospective Need shall be deemed to include the Gap Period Present Need, which is a measure of households formed from 1999-2015 that need affordable housing, that was recognized by the Supreme Court in In re Declaratory Judgment Actions Filed By Various Municipalities, 227 N.J. 508 (2017), as well as the Prospective Need, which is a projection of new low and moderate income households to be formed between 2015-2025.
5. **Satisfaction of Rehabilitation Obligation.** The Township has been participating in a rehabilitation program utilizing the services of Community Grants Planning and Housing. As the Township now has been assigned a rehabilitation obligation of 111 units, the Township will continue to have their Administrative Agent Community Grants Planning and Housing manage the Township's rehabilitation program. Should the need arise, the Township will enter in an agreement with Monmouth County which specializes in the implementation of publicly funded housing rehabilitation programs to assist with the rehabilitation of units within the Township. The Parties agree that this is sufficient to satisfy Marlboro's present need obligation of 111 units.
6. As noted above, the Township has a Prior Round prospective need of 1019 units, which is met through the following compliance mechanisms:

Prior Round Obligation				
Second Round Obligation	1,019			
Credits/Reductions				
Project	Number of Credits	Bonus Credits	Total Units	Status
Existing				
RCA Credits	183	0	0	Money Transferred
Family For Sale Units				
Hamilton Mobile Home Park (Prior Cycle)	22	0	22	Constructed
Pointe De Jardin (For Sale)	101	0	403	Constructed
Family Rentals				
Bluh & Batelli (Camelot 2) (Family Rentals)	50	50	250	Approved
Camelot (Entron) (Family Rentals)	50	50	250	Constructed
Northpointe (Family Rentals)	63	63	285	Approved
Senior For Sale Units				
Kaplan – Glenbrook (Senior For Sale)	80	0	208	Constructed
Renaissance Assisted Living	15	0	N/A	Approved
FSP	9	0	N/A	Constructed
Sunrise Assisted Living	6	0	N/A	Constructed
Supportive Needs Housing				

Advancing Opportunities Group Home – 7 Newton	4	0	1	Constructed
Advancing Opportunities Group Home – 8 Center	4	0	1	Constructed
New Horizons in Autism (6 Spencer Circle)	4	0	1	Constructed
Easter Seals Taylor (28 Taylor Road)	5	0	1	Constructed
Easter Seals Vasser (20 Vassar Place)	3	0	1	Constructed
Opportunity Knocks, Inc. (250 Route 79 North)	3	0	1	Constructed
Easter Seals Stratford (277 Stratford Place)	3	0	1	Constructed
EIHAB Human Services (477 Union Hill Road)	4	0	1	Constructed
Morganville Group Home (7 West Court)	4	0	1	Constructed
EIHAB Human Services (1 Eaton Court)	4	0	1	Constructed
Center for Family Support (2 East Francis Avenue)	4	0	1	Constructed
Renaissance Health Network	10	0	1	Constructed
NJID	4	0	1	Constructed
New Hope/Discovery	60	0	N/A	Constructed
Maddie House	8	0	N/A	Constructed
Total Existing	703	163	1431	
Proposed				
For Sale Family Units				
Buckdale (Block 355, Lot 6, 7, 8 & 11)	9	0	45	Approved
Family Rentals				
EI (Block 415, Lot 22)	56	56	280	Proposed
Weitz 9A/9B (Block 146, Lots 21, 23, 25 and 26; Block 103, Lot 12; Block 119; Lot 16)	101	35	507	Proposed
Supportive Needs Housing				
State Hospital Group Home	6	0	2	Proposed
Maddies House Expansion	8	0	1	Proposed
Total Proposed	180	91	835	
Total Credits (Existing and Proposed)	883	254	1137	
Surplus from Prior Rounds			118	

The Township has implemented or will implement the following mechanisms to address its Third Round Obligation of 1129 units:

Third Round Obligation

Third Round Obligation		1129		
Credits/Reductions				
Project	Number of Credits	Bonus Credits	Total Units	Status
Surplus from Prior Rounds	118	0	0	
Senior Rentals				
Marlboro Motor Lodge (Block 270, Lot 14)	90	0	90	Municipally Sponsored Project
Family Rentals				
M & M (Block 122, Lot 27.04)	40	32	200	Proposed
Bathgate (Block 213, Lot 44)	20	0	105	Proposed
Wildflower Phase 2 (Block 149, Lot 16)	100	100	100	Municipally Sponsored Project
Wildflower = same site as Bluh and Batelli (Block 149, Lot 16)	150	150	150	Municipally Sponsored Project
Scattered Site Redevelopment	160	0	493	Proposed
Family For-Sale				
Hamilton Park Extension of Controls	24	0	24	
Point DeJardin Extension of Controls	100	0	0	
Supportive Needs Housing				
Group Home Program	45	0	12	
Total Proposed	847	282	1174	
Total Credits	847	282	1129	

** Block and Lots of the sites included within the scattered site redevelopment plan

Block 103, Lot 1	Block 147, Lot 34
Block 111, Lots 10 and 11	Block 170, Lot 2
Block 111, Lots 4, 12 and 13	Block 170, Lot 3
Block 146, Lots 28, 30, 31 and 33	Block 172, Lot 13
Block 146, Lot 32	Block 268, Lot 79
Block 146, Lot 38	

7. The Township will provide a realistic opportunity for the development of affordable housing through the adoption of inclusionary zoning on the sites reflected in the tables in paragraph 6 above, with the number of affordable units and number of total units consistent with the numbers reflected in the tables and the zoning ordinances otherwise consistent with this Agreement. The Scattered Site Redevelopment will provide a realistic opportunity through the adoption of redevelopment plans for the sites. The Township has begun the necessary steps towards the adoption of the redevelopment plans by directing its Planning Board to investigate whether the properties qualify as "areas in need of redevelopment" under the terms of the New Jersey Redevelopment and Housing Law, N.J.S.A. 40A:12A-1, et seq. at the conclusion of the planning board investigation the

Township will designate the properties as condemnation areas in need of development and commence the adoption process for the Redevelopment Plan. The Plan will include the necessary density and set-asides to permit the affordable unit yield provided for in this agreement.

8. The Township agrees to require 13% of all affordable units referenced in this Settlement, excepting those units that were constructed or granted preliminary or final site plan approval prior to July 1, 2008, to be very low income units, with half of the very low income units being available to families. The municipality will comply with those requirements as follows: by requiring that at least 13% of the affordable units in each of the following sites referenced in paragraph 6 are very low income: EL at Marlboro, Weitz 9A/9B, Bathgate, M and M at Marlboro, Wildflower Phase 2, Wildflower, each of the Scattered Site Redevelopment Sites, and Marlboro Motor Lodge, and through the 45-unit group home program.
9. The Township will provide a realistic opportunity for the development of additional affordable housing that will be developed or created through means other than inclusionary zoning through the development of 90 senior rentals at the Marlboro Motor Lodge and a total of 250 family rentals at the Bluh and Batelli (Wildflower) site, by extending expiring controls on 100 units at the Pointe de Jardin development and 24 units in the Hamilton Park development, and by supporting the creation of 45 additional group home bedrooms.

In accordance with N.J.A.C. 5:93-5.5, the Township recognizes that it must provide evidence that the municipality has adequate and stable funding for any non-inclusionary affordable housing developments. The municipality is required to provide a pro forma of both total development costs and sources of funds and documentation of the funding available to the municipality and/or project sponsor, and any applications still pending. In the case where an application for outside funding is still pending, the municipality shall provide a stable alternative source, such as municipal bonding, in the event that the funding request is not approved. The Township meets this obligation as follows: As part of its Housing Element and Fair Share Plan and Spending Plan, the Township will provide the additional information referenced in this paragraph as to each mechanism referenced in this paragraph including a resolution of intent to fund any shortfall. The pro formas provided when combined with the spending plan will demonstrate how the Marlboro Motor Lodge and Bluh and Batelli (Wildflower) sites in combination will require no more than two nine percent (9%) low income housing tax credit awards to be financed with the remainder of the sites being financed through a combination of four percent (4%) low income housing tax credits and funds from the Township's municipal housing trust fund.

In accordance with N.J.A.C. 5:93-5.5, for non-inclusionary developments, a construction or implementation schedule, or timetable, shall be submitted for each step in the development process: including preparation of a site plan, granting of municipal approvals, applications for State and Federal permits, selection of a contractor and construction. The schedule shall provide for construction to begin within two years of final judgment being entered in this matter. The municipality shall indicate the entity

responsible for undertaking and monitoring the construction and overall development activity. The Township meets those obligations as follows: As part of its Housing Element and Fair Share Plan, the Township will provide the additional information referenced in this paragraph as to each mechanism referenced in this paragraph. In addition the following more specific information applies to particular mechanisms:

- The Township will work with Community Investment Strategies to develop the Marlboro Motor Lodge and Bluh and Batelli (Wildflower) sites within two years of final judgment being entered in this matter.
- The Township will no later than 30 days prior to the final compliance hearing in this matter provide to the court, the Special Master, FSHC, and all parties proof of having extended controls by adopting appropriate resolution and/or ordinance required and otherwise demonstrating compliance with N.J.A.C. 5:97-6.14, which may include the use of affordability assistance as part of the Township's Spending Plan to help facilitate extensions of controls.
- The Township will support the development of 45 group home bedrooms as follows: 9 group home bedrooms to be completed by the end of each year from 2020-2024. The Housing Element and Fair Share Plan shall provide more information on this program.

10. The Township shall meet its Third Round Obligation in accordance with the following standards as agreed to by the Parties and reflected in the table in paragraph 6 above:

- a. Third Round bonuses will be applied in accordance with N.J.A.C. 5:93-5.15(d).
- b. At least 50 percent of the units addressing the Third Round Obligation shall be affordable to very-low-income and low-income households with the remainder affordable to moderate-income households.
- c. At least twenty-five percent of the Third Round Obligation shall be met through rental units, including at least half in rental units available to families.
- d. At least half of the units addressing the Third Round Obligation in total must be available to families.
- e. The Township agrees to comply with an age-restricted cap of 25% and to not request a waiver of that requirement. This shall be understood to mean that in no circumstance may the municipality claim credit toward its fair share obligation for age-restricted units that exceed 25% of all units developed or planned to meet its cumulative prior round and third round fair share obligation.

11. The Township shall add to the list of community and regional organizations in its affirmative marketing plan, pursuant to N.J.A.C. 5:80-26.15(f)(5), Fair Share Housing Center (510 Park Boulevard, Cherry Hill, NJ 08002); the New Jersey State Conference of the NAACP; the Latino Action Network (P.O. Box 943, Freehold, NJ 07728); STEPS, OCEAN, Inc.; the Greater Red Bank, Asbury Park/Neptune. Bayshore, Greater Freehold, Greater Long Branch, and Trenton branches of the NAACP; and the Supportive Housing Association, and shall, as part of its regional affirmative marketing strategies during its

implementation of the affirmative marketing plan, provide notice to those organizations of all available affordable housing units. The Township also agrees to require any other entities, including developers or persons or companies retained to do affirmative marketing, to comply with this paragraph.

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

- a. Regional income limits shall be established for the region that the Township is located within (i.e. Region 4) based on the median income by household size, which shall be established by a regional weighted average of the uncapped Section 8 income limits published by HUD. To compute this regional income limit, the HUD determination of median county income for a family of four is multiplied by the estimated households within the county according to the most recent decennial Census. The resulting product for each county within the housing region is summed. The sum is divided by the estimated total households from the most recent decennial Census in the Township's housing region. This quotient represents the regional weighted average of median income for a household of four. The income limit for a moderate-income unit for a household of four shall be 80 percent of the regional weighted average median income for a family of four. The income limit for a low-income unit for a household of four shall be 50 percent of the HUD determination of the regional weighted average median income for a family of four. The income limit for a very low income unit for a household of four shall be 30 percent of the regional weighted average median income for a family of four. These income limits shall be adjusted by household size based on multipliers used by HUD to adjust median income by household size. In no event shall the income limits be less than those for the previous year.
- b. The income limits attached hereto as Exhibit A are the result of applying the percentages set forth in paragraph (a) above to HUD's determination of median income for FY 2018, and shall be utilized until the Township updates the income limits after HUD has published revised determinations of median income for the next fiscal year.
- c. The Regional Asset Limit used in determining an applicant's eligibility for affordable housing pursuant to N.J.A.C. 5:80-26.16(b)3 shall be calculated by the Township annually by taking the percentage increase of the income limits calculated pursuant to paragraph (a) above over the previous year's income limits, and applying the same percentage increase to the Regional Asset Limit from the

prior year. In no event shall the Regional Asset Limit be less than that for the previous year.

- d. The parties agree to request the Court prior to or at the fairness hearing in this matter to enter an order implementing this paragraph of this Settlement.
13. All new construction units shall be adaptable in conformance with P.L.2005, c.350/N.J.S.A. 52:27D-311a and -311b and all other applicable law.
 14. As an essential term of this Settlement, within ninety (90) days of Court's approval of this Settlement, the Township shall introduce and adopt an ordinance or ordinances providing for the amendment of the Township's Affordable Housing Ordinance and Zoning Ordinance to implement the terms of this Settlement and the zoning contemplated herein, including the adoption of the redevelopment plans for the Scattered Site Redevelopment Sites, and adopt a Housing Element and Fair Share Plan and Spending Plan in conformance with the terms of this Settlement. As part of the Housing Element and Fair Share Plan, the Township shall include crediting information verifying the eligibility of the existing credits/reductions in the Prior Round chart in paragraph 6 above in accordance with the Prior Round rules, N.J.A.C. 5:93-1 et. seq., to be reviewed and confirmed by the court, Special Master, and FSHC as part of the final compliance hearing.
 15. The parties agree that if a decision of a court of competent jurisdiction in Monmouth County, or a determination by an administrative agency responsible for implementing the Fair Housing Act, or an action by the New Jersey Legislature, would result in a calculation of an obligation for the Township for the period 1999-2025 that would be lower by more than ten (10%) percent than the total Third Round Obligation established in this Settlement, and, in the case of a court decision, if that calculation is memorialized in an unappealable final judgment, the Township may seek to amend the judgment in this matter to reduce its fair share obligation accordingly. Notwithstanding any such reduction, the Township shall be obligated to adopt a Housing Element and Fair Share Plan that conforms to the terms of this Settlement and to implement all compliance mechanisms included in this Settlement, including by adopting or leaving in place any site specific zoning adopted or relied upon in connection with the Plan adopted pursuant to this Settlement; taking all steps necessary to support the development of any 100% affordable developments referenced herein; and otherwise fulfilling fully the fair share obligations as established herein. The reduction of the Township's obligation below that established in this Settlement does not provide a basis for seeking leave to amend this Settlement or seeking leave to amend an order or judgment pursuant to R. 4:50-1. If the Township prevails in reducing its Third Round Obligation, the Township may carry over any resulting extra credits to future rounds in conformance with the then-applicable law.
 16. The Township shall prepare a Spending Plan within the period referenced in paragraph 14, subject to the review of FSHC and approval of the Court, and reserves the right to seek approval from the Court that the expenditures of funds contemplated under the Spending Plan constitute "commitment" for expenditure pursuant to N.J.S.A. 52:27D-329.2 and -329.3, with the four-year time period for expenditure designated pursuant to those provisions beginning to run with the entry of a final judgment approving this settlement in accordance with the provisions of In re Tp. Of Monroe, 442 N.J. Super. 565

(Law Div. 2015) (aff'd 442 N.J. Super. 563). On the first anniversary of the execution of this Settlement, which shall be established by the date on which it is executed by a representative of the Township, and on every anniversary of that date thereafter through the end of the period of protection from litigation referenced in this Settlement, the Township agrees to provide annual reporting of trust fund activity to the New Jersey Department of Community Affairs, Council on Affordable Housing, or Local Government Services, or other entity designated by the State of New Jersey, with a copy provided to Fair Share Housing Center and posted on the municipal website, using forms developed for this purpose by the New Jersey Department of Community Affairs, Council on Affordable Housing, or Local Government Services. The reporting shall include an accounting of all housing trust fund activity, including the source and amount of funds collected and the amount and purpose for which any funds have been expended.

17. On the first anniversary of the execution of this Settlement, and every anniversary thereafter through the end of this Settlement, the Township agrees to provide annual reporting of the status of all affordable housing activity within the municipality through posting on the municipal website with a copy of such posting provided to Fair Share Housing Center, using forms previously developed for this purpose by the Council on Affordable Housing or any other forms endorsed by the Special Master and FSHC.
18. The Fair Housing Act includes two provisions regarding action to be taken by the Township during the ten-year period of protection provided in this Settlement. The Township agrees to comply with those provisions as follows:
 - a. For the midpoint realistic opportunity review due on July 1, 2020, as required pursuant to N.J.S.A. 52:27D-313, the Township will post on its municipal website, with a copy provided to Fair Share Housing Center, a status report as to its implementation of the Plan and an analysis of whether any unbuilt sites or unfulfilled mechanisms continue to present a realistic opportunity and whether any mechanisms to meet unmet need should be revised or supplemented. Such posting shall invite any interested party to submit comments to the municipality, with a copy to Fair Share Housing Center, regarding whether any sites no longer present a realistic opportunity and should be replaced and whether any mechanisms to meet unmet need should be revised or supplemented. Any interested party may by motion request a hearing before the court regarding these issues.
 - b. For the review of very low income housing requirements required by N.J.S.A. 52:27D-329.1, within 30 days of the third anniversary of this Settlement, and every third year thereafter, the Township will post on its municipal website, with a copy provided to Fair Share Housing Center, a status report as to its satisfaction of its very low income requirements, including the family very low income requirements referenced herein. Such posting shall invite any interested party to submit comments to the municipality and Fair Share Housing Center on the issue of whether the municipality has complied with its very low income housing obligation under the terms of this settlement.
19. FSHC is hereby deemed to have party status in this matter and to have intervened in this matter as a defendant without the need to file a motion to intervene or an answer or other

pleading. The parties to this Settlement agree to request the Court to enter an order declaring FSHC is an intervenor, but the absence of such an order shall not impact FSHC's rights.

20. This Settlement must be approved by the Court following a fairness hearing as required by Morris Cty. Fair Hous. Council v. Boonton Twp., 197 N.J. Super. 359, 367-69 (Law Div. 1984), aff'd o.b., 209 N.J. Super. 108 (App. Div. 1986); East/West Venture v. Borough of Fort Lee, 286 N.J. Super. 311, 328-29 (App. Div. 1996). The Township shall present its planner as a witness at this hearing. FSHC agrees to support this Settlement at the fairness hearing. In the event the Court approves this proposed settlement, the parties contemplate the municipality will receive "the judicial equivalent of substantive certification and accompanying protection as provided under the FHA," as addressed in the Supreme Court's decision in In re N.J.A.C. 5:96 & 5:97, 221 N.J. 1, 36 (2015). The "accompanying protection" shall remain in effect through July 1, 2025. If this Settlement is rejected by the Court at a fairness hearing it shall be null and void.
21. Prior to the fairness hearing in this matter, the Township will enter into settlement agreements with the builder's remedy plaintiffs in the builder's remedy suits that concern the properties referenced as Buckdale, EL at Marlboro, Weitz 9A, Weitz 9B, Bathgate, and 3 Ronson in paragraph 6 and which otherwise comply with the terms of this Agreement, and will provide copies of such agreements to the court, Special Master, and FSHC. The Township will also prior to the fairness hearing in this matter provide a letter from M and M at Marlboro demonstrating a firm commitment to constructing family rental affordable units in accordance with the terms of this Agreement.
22. The Township agrees that FSHC's is entitled to attorney's fees and costs in the amount of \$75,000 within thirty (30) days of the Court's approval of this Agreement pursuant to a duly-noticed fairness hearing. The Township intends to assign a portion of the fees and costs subject to court approval as follows. The agreements referenced in paragraph 21 which shall also be reviewed at the fairness hearing shall provide that the fees and costs shall be paid on a pro rata basis by the Township and the Builders Remedy Plaintiff's as specified in the agreements. The parties agree to request that the Court as part of an order approving the fairness of this settlement to approve these fees and costs.
23. If an appeal is filed of the Court's approval or rejection of this Settlement, the Parties agree to defend the Settlement on appeal, including in proceedings before the Superior Court, Appellate Division and New Jersey Supreme Court, and to continue to implement the terms of this Settlement if the Settlement is approved before the trial court unless and until an appeal of the trial court's approval is successful, at which point the Parties reserve their right to rescind any action taken in anticipation of the trial court's approval. All Parties shall have an obligation to fulfill the intent and purpose of this Settlement.
24. This Settlement may be enforced through a motion to enforce litigant's rights or a separate action filed in Superior Court, Monmouth County. A prevailing movant or plaintiff in such a motion or separate action shall be entitled to reasonable attorney's fees.
25. Unless otherwise specified, it is intended that the provisions of this Settlement are to be severable. The validity of any article, section, clause or provision of this Settlement shall

not affect the validity of the remaining articles, sections, clauses or provisions hereof. If any section of this Settlement shall be adjudged by a court to be invalid, illegal, or unenforceable in any respect, such determination shall not affect the remaining sections.

26. This Settlement shall be governed by and construed by the laws of the State of New Jersey.
27. This Settlement may not be modified, amended or altered in any way except by a writing signed by each of the Parties.
28. This Settlement may be executed in any number of counterparts, each of which shall be an original and all of which together shall constitute but one and the same Settlement.
29. The Parties acknowledge that each has entered into this Settlement on its own volition without coercion or duress after consulting with its counsel, that each party is the proper person and possess the authority to sign the Settlement, that this Settlement contains the entire understanding of the Parties and that there are no representations, warranties, covenants or undertakings other than those expressly set forth herein.
30. Each of the Parties hereto acknowledges that this Settlement was not drafted by any one of the Parties, but was drafted, negotiated and reviewed by all Parties and, therefore, the presumption of resolving ambiguities against the drafter shall not apply. Each of the Parties expressly represents to the other Parties that: (i) it has been represented by counsel in connection with negotiating the terms of this Settlement; and (ii) it has conferred due authority for execution of this Settlement upon the persons executing it.
31. Any and all Exhibits and Schedules annexed to this Settlement are hereby made a part of this Settlement by this reference thereto. Any and all Exhibits and Schedules now and/or in the future are hereby made or will be made a part of this Settlement with prior written approval of both Parties.
32. This Settlement constitutes the entire Settlement between the Parties hereto and supersedes all prior oral and written Settlements between the Parties with respect to the subject matter hereof except as otherwise provided herein.
33. No member, official or employee of the Township shall have any direct or indirect interest in this Settlement, nor participate in any decision relating to the Settlement which is prohibited by law, absent the need to invoke the rule of necessity.
34. Anything herein contained to the contrary notwithstanding, the effective date of this Settlement shall be the date upon which all of the Parties hereto have executed and delivered this Settlement.
35. All notices required under this Settlement ("Notice[s]") shall be written and shall be served upon the respective Parties by certified mail, return receipt requested, or by a recognized overnight or by a personal carrier. In addition, where feasible (for example, transmittals of less than fifty pages) shall be served by facsimile or e-mail. All Notices shall be deemed received upon the date of delivery. Delivery shall be affected as follows,

subject to change as to the person(s) to be notified and/or their respective addresses upon ten (10) days notice as provided herein:

TO FSHC:

Kevin D. Walsh, Esq.
Adam M. Gordon, Esq.
Fair Share Housing Center
510 Park Boulevard
Cherry Hill, NJ 08002
Phone: (856) 665-5444
Telecopier: (856) 663-8182
Email: kevinwalsh@fairsharehousing.org

TO THE TOWNSHIP:

Township of Marlboro
1979 Township Drive
Marlboro, NJ 07746
Attn: Business Administrator
Email: administration@marlboro-nj.gov


Louis N. Rainone, Esq.
Director of Law and Township Attorney
Rainone Coughlin Minchello, LLC
555 U.S. Highway One South, Suite 440
Iselin, NJ 08830
Phone: (732) 709-4182
Telecopier: (856) 663-8182
Email: lrainone@njrcmlaw.com

**WITH A COPY TO THE
MUNICIPAL CLERK:**

Alida Manco, RMC
Township of Marlboro
1979 Township Drive
Marlboro, NJ 07746
Email: clerk@marlboro-nj.gov


Fair Share Housing Center
By: Adam M. Gordon

WITNESS:


Alida M. Manco, RMC
Township Clerk



Township of Marlboro
By: Jonathan L. Hornik, Mayor

EXHIBIT A: 2018 INCOME LIMITS

Prepared by Affordable Housing Professionals of New Jersey (AHPNJ) - April 2018 2018 AFFORDABLE HOUSING REGIONAL INCOME LIMITS BY HOUSEHOLD SIZE

Income limits not officially adopted by the State of New Jersey. Contact your municipality to see if applicable in your jurisdiction. Additional information about AHPNJ income limits is posted on

	1 Person	*1.5 Person	2 Person	*3 Person	4 Person	*4.5 Person	5 Person	6 Person	7 Person	8+ Person	Max Increase Rents** Sides***	Regional Asset Limit****
Region 1												
Bergen/Hudson, Passaic and Sussex	Median \$59,597	Median \$54,512	Median \$58,146	Median \$65,414	Median \$72,682	Median \$75,589	Median \$78,497	Median \$84,311	Median \$90,126	Median \$95,940	2.2%	\$175,679
Essex, Morris, Union and Warren	Low \$31,798	Low \$34,070	Low \$36,341	Low \$40,894	Low \$45,426	Low \$47,243	Low \$49,060	Low \$52,695	Low \$56,329	Low \$59,963	5.52%	
Region 2												
Essex, Morris, Union and Warren	Very Low \$19,079	Very Low \$20,442	Very Low \$21,805	Very Low \$24,530	Very Low \$27,256	Very Low \$28,346	Very Low \$29,436	Very Low \$31,617	Very Low \$33,797	Very Low \$35,978		\$182,955
Region 3												
Hunterdon, Middlesex and Somerset	Median \$75,530	Median \$80,925	Median \$86,320	Median \$97,110	Median \$107,900	Median \$112,216	Median \$116,532	Median \$125,164	Median \$133,796	Median \$142,428	2.2%	\$205,458
Region 4												
Merger, Monmouth and Ocean	Moderate \$69,447	Moderate \$74,407	Moderate \$79,368	Moderate \$89,289	Moderate \$99,209	Moderate \$103,178	Moderate \$107,146	Moderate \$115,083	Moderate \$123,020	Moderate \$130,956	2.37%	
Region 5												
Burlington, Camden and Gloucester	Low \$55,557	Low \$59,526	Low \$63,494	Low \$71,431	Low \$79,368	Low \$82,524	Low \$85,717	Low \$92,066	Low \$98,416	Low \$104,765	2.2%	\$186,616
Region 6												
Atlantic, Cape May, Cumberland and Salem	Very Low \$20,834	Very Low \$22,322	Very Low \$23,810	Very Low \$26,787	Very Low \$29,763	Very Low \$30,953	Very Low \$32,144	Very Low \$34,525	Very Low \$36,906	Very Low \$39,287	5.19%	
	Median \$61,180	Median \$65,550	Median \$69,920	Median \$78,660	Median \$87,400	Median \$90,896	Median \$94,392	Median \$101,384	Median \$108,376	Median \$115,368		
	Moderate \$48,944	Moderate \$52,440	Moderate \$55,936	Moderate \$62,928	Moderate \$69,920	Moderate \$72,717	Moderate \$75,514	Moderate \$81,107	Moderate \$86,701	Moderate \$92,294	2.2%	\$161,977
	Low \$30,590	Low \$32,775	Low \$34,960	Low \$39,330	Low \$43,700	Low \$45,448	Low \$47,196	Low \$50,682	Low \$54,168	Low \$57,654	5.05%	
	Very Low \$18,354	Very Low \$19,665	Very Low \$20,976	Very Low \$23,598	Very Low \$26,220	Very Low \$27,269	Very Low \$28,318	Very Low \$30,415	Very Low \$32,513	Very Low \$34,610		
	Median \$51,085	Median \$54,734	Median \$58,383	Median \$65,681	Median \$72,979	Median \$75,898	Median \$78,817	Median \$84,655	Median \$90,494	Median \$96,332		
	Moderate \$40,868	Moderate \$43,787	Moderate \$46,706	Moderate \$52,545	Moderate \$58,383	Moderate \$60,718	Moderate \$63,054	Moderate \$67,724	Moderate \$72,395	Moderate \$77,066	2.2%	\$136,680
	Low \$25,543	Low \$27,367	Low \$29,192	Low \$32,840	Low \$36,489	Low \$37,949	Low \$39,409	Low \$42,328	Low \$45,247	Low \$48,166	0.00%	
	Very Low \$15,326	Very Low \$16,420	Very Low \$17,515	Very Low \$19,704	Very Low \$21,894	Very Low \$22,769	Very Low \$23,645	Very Low \$25,397	Very Low \$27,148	Very Low \$28,900		

Moderate income is between 80 and 50 percent of the median income. Low income is 50 percent or less of median income. Very low income is 30 percent or less of median income. * These columns are for calculating the pricing for one, two and three bedroom sale and rental units as per N.J.A.C. 5:80-26.4(a).

**This column is used for calculating the pricing for rent increases for units (as previously calculated under N.J.A.C. 5:97-9.3). The increase for 2015 was 2.3%, the increase for 2016 was 1.1%, the increase for 2017 was 1.7%, and the increase for 2018 is 2.2% (Consumer Price Index for All Urban Consumers (CPI-U): Regions by expenditure category and commodity and service group). Landlords who did not increase rents in 2015, 2016, or 2017 may increase rent by up to the applicable combined percentage from their last rental increase for that unit. In no case can rent for any particular apartment be increased more than one time per year.

*** This column is used for calculating the pricing for resale increases for units (as previously calculated under N.J.A.C. 5:97-9.3). The price of owner-occupied low and moderate income units may increase annually based on the percentage increase in the regional median income limit for each housing region. In no event shall the maximum resale price established by the administrative agent be lower than the last recorded purchase price.

Low income tax credit developments may increase based on the low income tax credit regulations.

**** The Regional Asset Limit is used in determining an applicant's eligibility for affordable housing pursuant to N.J.A.C. 5:80-26.16(b).

Note: Since the Regional Income Limits for Region 6 in 2017 were higher than the 2018 calculations, the 2017 income limits will remain in force for 2018 (as previously required by N.J.A.C. 5:97-9.2(c)).

**RESOLUTION OF THE MARLBORO TOWNSHIP PLANNING BOARD IN
APPROVING SIX (6) FULLY EXECUTED AGREEMENTS.**

WHEREAS, the Marlboro Township Planning Board (“Board”) wishes to approve the fully executed settlement agreements with six (6) housing developers as part of the settlement litigation known as Township of Marlboro Affordable Housing Docket No.: MON-L-1181-17 et als; and

WHEREAS, the parties including the developers and the Township have executed agreements in order to settle this affordable housing litigation with the Fair Share Housing Corporation; and

WHEREAS, the settlement of this litigation is in the interest of all parties in that it saves considerable litigation expense and provides affordable housing for Township residents.

NOW, THEREFORE, BE IT RESOLVED that the Marlboro Township Planning Board authorizes the settlement of the following matters:

1. Marlboro Development Group v. Township of Marlboro, et al
Docket No. MON-L-3826
2. Buckdale, LLC v. Township of Marlboro, et al
Docket No. MON-L-2121-15
3. EL at Marlboro 79, LLC v. Township of Marlboro, et al
Docket No. MON-L-2974-15
4. 3 Ronson LLC v. Township of Marlboro, et al
Docket No. MON-L-1181-17
5. Ashbel Associates, et al. v. Township of Marlboro, et al
Docket No. MON-L-3826-15
6. M&M 483 Route 79 Ph II, LLC, Block 122, Lot 27.04

The Township Planning Board of the Township of Marlboro hereby accepts these settlement agreements.

**ROLL CALL VOTE ON MOTION TO APPROVE
RESOLUTION OF MEMORIALIZATION**

Moved By: Councilwoman Mazzola

Seconded By: David Gagliano

Those in Favor: Neil Betoff, Michael Slotopolsky, David Gagliano, Andrew Pargament, Lynn Franco, Mark Barenburg, Councilwoman Mazzola, Michael Adler, Steven Kansky

Opposed: None

Absent: Rohit Gupta

I hereby certify that the foregoing resolution was adopted by the Marlboro Township Planning Board at its regular meeting held on July 17, 2019. The Resolution memorializes the formal action by the Board at this regular meeting.


Donna Pignatelli, Administrative Officer

SETTLEMENT AGREEMENT

This Settlement Agreement (hereinafter, the “Agreement”) is made by, between, and among the Township of Marlboro (hereinafter, the “Township”), the governing body of the Township (hereinafter, “Township Council”), the Planning Board of Marlboro (hereinafter, the “Planning Board”) and 3 Ronson, LLC (hereinafter “Ronson”), a New Jersey limited liability company, with a business address of 94 Green Street, Woodbridge, New Jersey 07095 (hereinafter, the Township, Township Council, the Planning Board, and Ronson shall sometimes collectively be referred to as the “Parties”; and hereinafter the Township, Township Council and Planning Board shall sometimes be collectively referred to as the “Township Parties”).

RECITALS

WHEREAS, the Township is a municipality in the State of New Jersey;

WHEREAS, Ronson is the contract-purchaser of property located in the Township designated as Block 111, Lot 4, an area encompassing about twenty-four (24 + or-) acres of land (hereinafter, the “Property”);

WHEREAS, without the affordable housing obligation required by applicable law and imposed upon the Township by the Court, the Township would not consider the development of the Property as contemplated by this Agreement;

WHEREAS, Ronson filed a builder’s remedy action against the Township regarding the Property captioned, 3 Ronson, LLC v. Township of Marlboro, et al., Docket No. MON-L-001181-17 (hereinafter, the “Ronson’s Builder’s Remedy Action”);

WHEREAS, pursuant to applicable law the Township intends to prepare a Housing Element and Fair Share Plan (hereinafter “Affordable Housing Plan”), that will be adopted by

the Planning Board, endorsed by the Township Council, and submitted to the Superior Court of New Jersey (hereinafter, the “Court”) for review and approval;

WHEREAS, the Township and the Fair Share Housing Center (hereinafter “FSHC”) have agreed and executed a settlement agreement dated January 8, 2019, (hereinafter the “Township’s FSHC Settlement”) that confirms FSHC’s agreement that the Township satisfies its obligations under the Mount Laurel doctrine and the Fair Housing Act of 1985, N.J.S.A. 52:27D-301 et seq., for the Prior Round (1987-1999) and Third Round (1999-2025), through the adoption of the Affordable Housing Plan and through the implementation of the Affordable Housing Plan and Township’s FSHC Settlement;

WHEREAS, in consideration for the settlement of Ronson’s claims in Ronson’s Builder’s Remedy Action and as required by applicable affordable housing law, the Affordable Housing Plan will include the Property as an inclusionary development, with a density of not more than 212 total units with twenty (20%) percent of the total units being set aside as Affordable Housing units and with at least thirteen (13%) percent of those Affordable units being very low income units;

WHEREAS, Ronson intends to develop the Ronson Site as an inclusionary development of 212 residential units, twenty (20%) percent of which are affordable rental apartments, to be constructed in substantial accordance with the concept plan attached hereto as **Exhibit A** (“Inclusionary Development”) and substantially consistent with the bulk schedule attached hereto as **Exhibit B**.

WHEREAS, it is specifically recognized that Ronson is the contract purchaser and/or owner of the following adjoining parcels referred to as Block 111, Lots 10, 11, 12 and 13

("Junkyard Sites") comprising approximately eight (8) acres which this agreement contemplates will be designated as an area in need of redevelopment;

WHEREAS, should Ronson acquire the Junkyard Sites the Township shall designate Ronson the redeveloper of same and provide that the Junk Yard Sites shall be developed with density and bulk standards substantially similar to the Ronson Site; and,

WHEREAS, Ronson may develop the two sites separately and/or together as one large development

WHEREAS, as directed by the Court, the adoption of the Affordable Housing Plan and the settlement of Ronson's Builder's Remedy Action will be submitted to the Court Appointed Special Master and the Court for approval and, in consideration for the settlement of Ronson's Builder's Remedy Action and as required by applicable affordable housing law;

WHEREAS, to ensure that the Inclusionary Development generates affordable housing credits to be applied to the Township's affordable housing obligations, the affordable units within the Inclusionary Development shall be developed in accordance with the Uniform Housing Affordability Controls, N.J.A.C. 5:80-26.1 et seq. ("UHAC") and shall be deed restricted for a period of at least 30 years;

WHEREAS, the Parties wish to enter into this Agreement, setting forth the terms, conditions, responsibilities and obligations of the Parties, and seek the Court's approval of this Agreement; and

NOW, THEREFORE, in consideration of the promises, the mutual obligations contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the Parties, the Parties hereto, each binding itself, its successors and assigns, do hereby covenant and agree, each with the other, as follows:

I. TERMS AND CONDITIONS.

A. The purpose of this Agreement is to settle the Ronson's Builder's Remedy Action and to create a realistic opportunity for the construction of the Inclusionary Development as required by applicable law and to generate affordable housing credits for the Township to apply to any Round 2 and/or Round 3 affordable housing obligations assigned to it. The Inclusionary Development shall be substantially consistent with the concept plan attached hereto and made a part hereof as **Exhibit A**, and the bulk standards set forth in **Exhibit B**, which has been reviewed and approved by the Township Parties and the Township Parties' professionals.

B. The Township will seek Court approval by way of a "Fairness Hearing," of its 2nd and 3rd Round plans and will include in the plan a rezoning of the Ronson Site to allow for the construction of an inclusionary development of 212 units substantially consistent with the concept plan attached hereto as **Exhibit A**, and the bulk standards attached hereto as **Exhibit B**.

C. In the event of any legal challenges to the Court's approval of this Agreement, or the Rezoning Ordinance (as such term is herein defined), the Parties must diligently defend any such challenge and shall cooperate with each other regarding said defense. In addition, if any such challenge results in a judicially imposed reduction of the number of units or invalidates the Rezoning Ordinance that is the subject of this Agreement, the Parties must negotiate in good faith with the intent to draft a mutually-acceptable amended agreement reasonably consistent with this Agreement and the Rezoning Ordinance that would pass judicial scrutiny.

II. RONSON'S OBLIGATIONS. Ronson shall have an obligation to deed-restrict no less than twenty percent (20%) of the residential units in the Inclusionary Development as very low, low, and moderate-income affordable units in accordance with the percentages required by

UHAC (except that in lieu of 10% affordable units being required to be 35% of median income, 13% of affordable units in this project shall be required to be at 30% of median income) , the applicable affordable housing regulations, any applicable order of the Court, and other applicable laws.

A. In addition, the affordable units shall remain affordable rental units for a period of not less than thirty (30) years until released by the Township in accordance with UHAC guidelines (“Deed-Restriction Period”) so that the Township may count the units against its obligations to provide rental housing in this or future rounds. This obligation includes, but is not limited to, the obligation to comply with the bedroom distribution requirements, very low/low/moderate income split requirements, pricing requirements, affirmative marketing requirements, candidate qualification and screening requirements and deed restriction requirements.

B. The phasing in accordance with N.J.A.C. 5:93-5.6(d) of the affordable housing units shall be in compliance with COAH’s Round Two substantive regulations, N.J.A.C. 5:93, which the Parties believe will govern the issue, or as approved by the Special Master of the Court and the Court.

C. Ronson shall have the option to self-administer the rental of the affordable units or shall contract with an experienced administrative agent (“Administrative Agent”) for the rental administration of the affordable units. In either case, Ronson shall have the obligation to pay all costs associated with properly deed restricting the affordable units in accordance with UHAC and other applicable laws for the Deed-Restriction Period.

D. The Parties agree that the affordable units are to be included in the Affordable Housing Plan to be approved and credited by the Court and will be counted toward the Township's Round 2 and/or Round 3 affordable housing obligation.

E. Upon written notice, Ronson shall provide detailed information requested by the Township, or the Township's Administrative Agent, specifically related to and concerning Ronson's compliance with UHAC and other applicable laws.

F. **Obligation Not To Oppose Township's Application for Approval of its Affordable Housing Plan:** As it pertains to the Ronson Site, Ronson shall not directly or indirectly oppose or undertake any action to interfere with the Court's approval and/or implementation of the Affordable Housing Plan or the Township FSHC Settlement, as it may be amended in any form, unless the Affordable Housing Plan impairs or deprives any of Ronson's rights as granted hereunder or unless any other defendants herein or interested parties undertake any action to obstruct, impede, or challenge Ronson's inclusion of the rezoning of Ronson's property or otherwise oppose, challenge, or appeal any approvals needed to develop the Inclusionary Development on the Property consistent with this Agreement.

G. **No Obligation to Continue to Participate in the Builder's Remedy Action:** Ronson shall have no obligation to continue to participate in the Builder's Remedy Action but may at its option participate as provided in **Section II-F** of this Agreement.

H. **FSHC's Attorney's Fees:** Ronson shall pay one-seventh (1/7) of the FSHC's attorney's fees (i.e. \$10,714.29) pursuant to the Township's FSHC Settlement due within thirty (30) days of the Court's approval of the Township's FSHC Settlement pursuant to a duly-noticed fairness hearing.

III. THE TOWNSHIP'S OBLIGATIONS.

A. The Rezoning Ordinance: Following the approval of the Township's 2nd and 3rd round plan by the Court, the Township Council shall in conformance with the Court's order introduce an ordinance and refer said ordinance to the Planning Board the Township shall introduce an Ordinance (hereinafter the "Rezoning Ordinance"), that is substantially consistent with the attached concept plan and Bulk Standards (**Exhibits A & B**) that allows for the development of the Ronson Site and the construction of 212 total units, of which twenty (20%) shall be set aside for affordable housing with at least thirteen (13%) percent of those Affordable units being very low income units. The Rezoning Ordinance will indicate that the twenty (20%) set-aside will be constructed in accordance with all applicable UHAC and COAH regulations and the terms of this Agreement. Upon introduction of the Rezoning Ordinance, the Township Council shall refer the Rezoning Ordinance to the Planning Board for review and recommendation at the next Planning Board meeting as provided by the Municipal Land Use Law, N.J.S.A. 40:55D- 1, et, seq. In the event that the Township Parties fail to adopt the Rezoning Ordinance, Ronson may seek the relief set forth in Section V herein or go back to the Court for further relief.

The Township agrees that, absent written consent of Ronson, the Rezoning Ordinance shall remain applicable to the Ronson Site until, at minimum, the conclusion of the Third Round compliance period (June 30, 2025).

B. Representation regarding Sufficiency of Water and Sewer: Ronson will be required to coordinate with the Western Monmouth Utilities Authority ("WMUA") to obtain approvals for sewer capacity and connections and the Gordon's Corner Water Company ("GCW") for water capacity and connections respectively. The Township Parties further

represents that they will support Ronson and cooperate with good faith efforts regarding Ronson's application to the WMUA and GCW for sewer and water capacity and connections. Upon execution of this Agreement, Ronson and the Township shall notify the WMUA and GCW of the execution of this Agreement and request the respective entities reserve capacity for the development contemplated by this Agreement.

C. Obligation To Cooperate: The Township Parties acknowledges that in order for Ronson to construct its Inclusionary Development, Ronson will be required to obtain any and all necessary and applicable agreements, approvals, and permits from all relevant public entities and utilities; such as, by way of example only, the Township, the Planning Board, the County of Monmouth, the Monmouth County Planning Board, the Freehold Soil Conservation District, the New Jersey Department of Environmental Protection, the New Jersey Department of Transportation, including the Township's ordinance requirements as to site plan and subdivision provided the Township's ordinance requirements do not operate to change the requirements of this Agreement (the "Required Approvals"), or impede and interfere with the applicant's ability to develop the 212 unit inclusionary development. The Township agrees to use all reasonable efforts to expedite and assist Ronson in its undertakings to obtain the Required Approvals.

D. Designation of the Property as an Area in Need of Redevelopment: This Agreement contemplates the Ronson Site and the Junkyard Site to be designated as "areas in need of redevelopment" as defined under the Local Redevelopment Housing Law ("LRHL") N.J.S.A. 40A:12A-1 et seq. The Township Council has adopted two resolutions (Resolution 2017-272 & Resolution 2018-293) authorizing the Township of Marlboro Planning Board ("Planning Board") to conduct an investigation into whether the Ronson Site and the Junkyard Site qualifies as an "area in need of redevelopment" as defined under the LRHL. Once the

Township Council receives the Planning Board's recommendation whether to designate the properties as "an area in need of redevelopment", the Township Council will determine whether it will designate the Properties as "an area in need of redevelopment". Following the designation, the terms of the rezoning ordinance referred to in Section III hereof will be incorporated in a redevelopment plan to be adopted for the Properties –

E. The Parties will thereafter negotiate in good faith an agreement providing for a Payment in Lieu of Taxes ("PILOT"), upon commercially reasonable terms. Site.

IV. THE PLANNING BOARD'S OBLIGATIONS.

A. **Obligation to Rezone the Property:** After the introduction of the Rezoning Ordinance and the referral from the Township Council to the Planning Board referenced in Sections I-B and III-A, the Planning Board shall make its recommendation to the Township.

B. **Obligation to Process Ronson's Development Applications with Reasonable Diligence.** In accordance with N.J.A.C. 5:93-10(b), the Planning Board shall cooperate in granting all reasonable waivers and/or variances that are necessary to develop the Ronson Site as contemplated by this Agreement. In the event of any appeal of the Court approval of this Agreement, or, as applicable, the Rezoning Ordinance, the Board shall process and take action on any development application by Ronson for the Ronson Site and the Junkyard Site, which decision may be conditioned upon the outcome of any pending appeal. Further, Ronson shall have the right to request special meetings at Ronson's sole cost and expense.

C. **Obligation to Refrain From Imposing Cost-Generative Requirements:** The Planning Board recognizes that this Agreement, and, as applicable, the Rezoning Ordinance all contemplate the development of an "inclusionary development" within the meaning of the Mount

Laurel doctrine, and Ronson shall be entitled to any benefits, protections, and obligations afforded to developers of inclusionary developments, and as such shall refrain from imposing cost generative requirements.

V. DEFAULT.

A. Default with Respect to the Township: Default with respect to the Township Parties shall be defined as the Township Parties' failure to: approve the Rezoning Ordinance and/or Ronson's application for development if said application conforms to the terms of this Agreement and the Rezoning Ordinance; or grant an approval of the application for development with conditions that: (a) contradict the terms of this Agreement or the Rezoning Ordinance; or (b) are unacceptable to Ronson in its sole discretion. The Township shall be considered in Default of this Agreement if, subject to the terms of this Agreement, after written Notice of Default delivered to counsel for the Township Parties, the Township Parties have not cured any default within ten (10) business days or at the next regularly scheduled meeting of the Township Council or the Planning Board, whichever is later. In the event the Township Parties are in default, Ronson may apply to the Superior Court of New Jersey, Monmouth Vicinage to the judge assigned to handle Mt. Laurel matters for the Monmouth Vicinage, for an Order directing the Township to immediately take whatever action is necessary to comply with the terms of this Agreement, including but not limited to enacting the Rezoning Ordinance, or issue to Ronson the Township Parties governmental approvals for the Ronson Site and the Junkyard Site consistent with the Rezoning Ordinance.

B. Default with Respect to Ronson: If Ronson should default on any of the agreed upon terms and conditions of this Agreement, the Township will have the right to apply to the

Court to enforce whichever term or condition has been violated. Default shall include, but not be limited to, the submission of a plan for approval that exceeds the agreed upon unit count or reduces the number of affordable units (unless said reduction of the affordable units is proportionately consistent with a reduction on the market rate units such that a twenty 20%) set aside is maintained) to be provided. Ronson shall be considered in Default of this Agreement if, after written Notice of Default has been delivered to counsel for Ronson, and Ronson has not cured any default within forty-five (45) business days.

VI. RELEASES.

A. The Township's Release to Ronson: The Township hereby fully and forever releases and discharges Ronson and their respective past, present, and future directors, officers, members, shareholders, employees, agents, partners, representatives, attorneys, parent and affiliated corporations, subsidiaries, divisions, joint venturers, predecessors, successors, beneficiaries, and assigns, from any and all claims asserted and that in the Action, including, but not limited to violations of substantive and procedural due process and civil rights violations of any nature whatsoever, whether known or unknown, suspected or unsuspected based on any legal or equitable theory of recovery, in any way arising out of, growing out of, or resulting from the Action from the beginning of time until the effective date of this Agreement.

B. Ronson's Release to the Township: Once the operative terms of this Agreement have been completed and the Township has granted all municipal approvals, and has cooperated fully in the pursuit of any other governmental approvals requiring the Township to be the applicant or requiring the Township's consent as may be necessary to begin construction, and after all rights of appeals from any and all approvals has expired without an appeal having been

taken, or if an appeal has been taken, any and all appeals have been resolved finally to the satisfaction of Ronson, Ronson hereby fully and forever releases and discharges the Township and their respective past, present, and future council members, planning board members, and any and all other elected officials from any and all claims asserted and that could have been asserted, including, but not limited to violations of any municipal ordinances, whether known or unknown, suspected or unsuspected based on any legal or equitable theory of recovery, in any way arising out of, growing out of, or resulting from Ronson's Builder's Remedy Action from beginning of time in perpetuity. Upon ten (10) business days from the execution of this Agreement, Ronson shall execute and deliver a stipulation of dismissal with prejudice of the pending Ronson Builder's Remedy Action with such stipulation of dismissal with prejudice to be held in escrow by the Township Attorney and be filed upon the earlier of: (a) two (2) years from the adoption of the Rezoning Ordinance with no appeals or challenges being filed; or (b) the issuance of all applicable governmental approvals for the Inclusionary Development and the expiration of all applicable appeal periods with no appeals or challenges being filed.

C. Releases Do Not Extend to Obligations Under This Agreement: The releases set forth above in **Sections VI-A and VI-B** are not intended to, and shall not, extend to or otherwise release or discharge any rights, privileges, benefits, duties, or obligations of any of the Parties by reason of, or otherwise arising under this Agreement.

VII. COOPERATION AND COMPLIANCE

A. Implementation And Enforcement Of Agreement: The Parties agree to cooperate with each other, provide all reasonable and necessary documentation, and take all necessary actions to satisfy the terms and conditions hereof and assure compliance with the terms

of this Agreement. The Township Parties' obligation to cooperate shall be further conditioned upon Ronson paying and maintaining current real estate taxes.

VIII. NOTICES

A. **Notices:** Any notice or transmittal of any document required, permitted or appropriate hereunder and/or any transmittal between the Parties relating to the Ronson Site (herein "Notice[s]") shall be written and shall be served upon the respective Parties by facsimile or by certified mail, return receipt requested, or recognized overnight or personal carrier such as, for example, Federal Express, with certified proof of receipt, and, where feasible (for example, any transmittal of less than fifty (50) pages), and in addition thereto, a facsimile delivery shall be provided. All Notices shall be deemed received upon the date of delivery set forth in such certified proof, and all times for performance based upon notice shall be from the date set forth therein. Delivery shall be affected as follows, subject to change as to the person(s) to be notified and/or their respective addresses upon ten (10) days' notice as provided herein:

TO RONSON:

3 Ronson, LLC
Attention: Peter Mercatili
94 Green Street,
Woodbridge, NJ 07095

WITH COPIES TO:

Wilentz, Goldman & Spitzer P.A.
Attention: Donna M. Jennings, Esq.
90 Woodbridge Center Drive, Post Office Box 10
Woodbridge, NJ 07095
Tel: (732) 855-6039
Fax: (732) 726-650
Email: djennings@wilentz.com

TO THE TOWNSHIP OF MARLBORO:

Township of Marlboro
Attention: Jonathan Capp
Business Administrator

1979 Township Drive
Marlboro, NJ 07746
Tel: (732) 532-0200

Office of the Township Clerk
1979 Township Drive
Marlboro, NJ 07746
Tel: (732) 536-0200

Louis N. Rainone, Esq.
Township Attorney
Rainone Coughlin Minchello
555 U.S. Highway One South Suite 440
Iselin, NJ 08830
Tel: 732-709-4182
Email: lrainone@njrcmlaw.com

In the event any of the individuals identified above has a successor, the individual identified shall name the successor and notify all others identified of their successor.

IX. MISCELLANEOUS PROVISIONS

A. Amendments: Neither this Agreement nor any term set forth herein may be changed, waived, discharged, or terminated except by a writing signed by the Parties.

B. Agreement Voluntarily Entered Into By Each of The Parties: This Agreement is executed voluntarily by each of the Parties without any duress or undue influence on the part, or on behalf, of any of them. The Parties represent and warrant to each other that they have read and fully understand each of the provisions of this Agreement and have relied on the advice and representations of competent legal counsel of their own respective choosing.

C. Interpretation: This Agreement has been reviewed by experienced and knowledgeable legal counsel for each of the Parties. Accordingly, none of the Parties shall be presumptively entitled to have any provisions of this Agreement construed against any of the other Parties in accordance with any rule of law, legal decision, or doctrine.

D. No Admission of Liability/No Precedential Value: The Parties agree that this Agreement is the result of a compromise of disputed issues, that the execution and delivery of this Agreement by any of the Parties shall not constitute or be construed as an admission of any liability, a course of performance, or wrongdoing on the part of any of them and that the settlement reflected in this Agreement shall be without precedential value. Nothing in this release shall be construed nor shall the execution of the release be construed to represent an admission of wrong doing or a breach of contract.

E. Attorneys' Fees, Costs, and Expenses: Each of the Parties shall bear its own costs, attorneys' fees, and expenses in connection with the negotiations for and preparation of this Agreement, the pending litigation, as well as costs involving Court approval of same.

F. Entire and Integrated Agreement: This Agreement is intended by the Parties as a final expression of their agreement and is intended to be a complete and exclusive statement of the agreement and understanding of the Parties with respect to the subject matters contained herein. This Agreement supersedes any and all prior promises, representations, warranties, agreements, understanding, and undertakings between or among the Parties with respect to such subject matters and there are no promises, representations, warranties, agreements, understanding, or undertakings with respect to such subject matters other than those set forth or referred to herein.

G. No Third Party Beneficiaries: Nothing in this Agreement is intended or shall be construed to give any person or entity, other than the Parties and their respective successors and permitted assigns, any legal or equitable right, remedy, or claim under or in respect to this Agreement or any provisions contained herein; this Agreement and any conditions and provisions hereof being and intended to be for the sole and exclusive benefit of the Parties as

well as each of their respective successors and permitted assigns, and for the benefit of no other person or entity.

H. Severability: If any provisions of this Agreement, or the application thereof, shall for any reason or to any extent be construed by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement, and application of such provisions to other circumstances, shall remain in effect and be interpreted so as best to reasonably effect the intent of the Parties.

I. Headings: The section titles, captions, and headings contained in this Agreement are inserted as a matter of convenience and for reference, and shall in no way be construed to define, limit, or extend the scope of this Agreement or the effect of any of its provisions.

J. Recitals: The recitals set forth at the beginning of this Agreement shall not be admissible to prove the truth of the matters asserted therein in any action or proceeding involving any of the Parties (other than an action or proceeding brought to enforce the terms of this Agreement), nor do any of the Parties intend such recitals to constitute admissions of fact by any of them.

K. Additional Representations and Warranties: Each of the Parties represents and warrants that it is fully authorized to enter into this Agreement. In addition, each of the corporate Parties that is still in existence as of the Effective Date represents and warrants that (i) it is duly organized and existing in good standing under the laws of the United States, (ii) it has taken all necessary corporate and internal legal actions to duly approve the making and performance of this Agreement and that no further corporate or internal approval is necessary, and (iii) the making and performance of this Agreement will not violate any provision of law or the party's articles of incorporation, charter, or by-laws. In addition, each of the individuals

signing this Agreement represents and warrants that they are authorized to enter into this Agreement on behalf of the respective parties.

L. Additional Necessary Documents: The Parties, and each of them, agree to execute such additional documents as may be reasonably required in order to carry out the purpose and intent of this Agreement, or to evidence anything contained herein.

M. Execution in Counterparts: This Agreement may be signed in multiple counterparts and the separate signature pages executed by the Parties may be combined to create a document binding on all of the Parties and together shall constitute one and the same instrument. This Agreement may be executed in facsimile or electronic counterparts. An original signature will be provided if requested by any Party. The "Effective Date" of this Agreement is the date this Agreement has been executed and delivered by and to all Parties hereto.

N. Enforceability of Agreement: The Superior Court of New Jersey, Monmouth Vicinage shall retain jurisdiction to enforce any and all terms of this Agreement.

O. Schedules: Any and all Exhibits and Schedules annexed to this Agreement are hereby made a part of this Agreement by this reference thereto. Any and all Exhibits and Schedules now and/or in the future are hereby made or will be made a part of this Agreement with prior written approval of both Parties.

P. Assignability: Ronson shall have the unconditional right to assign its rights under this Agreement to any individual, entity or organization without the prior approval of the Township Parties provided that the principals or family members of Ronson or its members, partners or shareholders have a controlling interest in said assignee.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth opposite the respective signatures set forth below.

Dated: _____, 2019

The Township of Marlboro

By:

Name:

Title:

Dated: April 10, 2019

The Planning Board for the Township of Marlboro

By:

Name:

Title:

Dated: April 8, 2019

3 Ronson, LLC

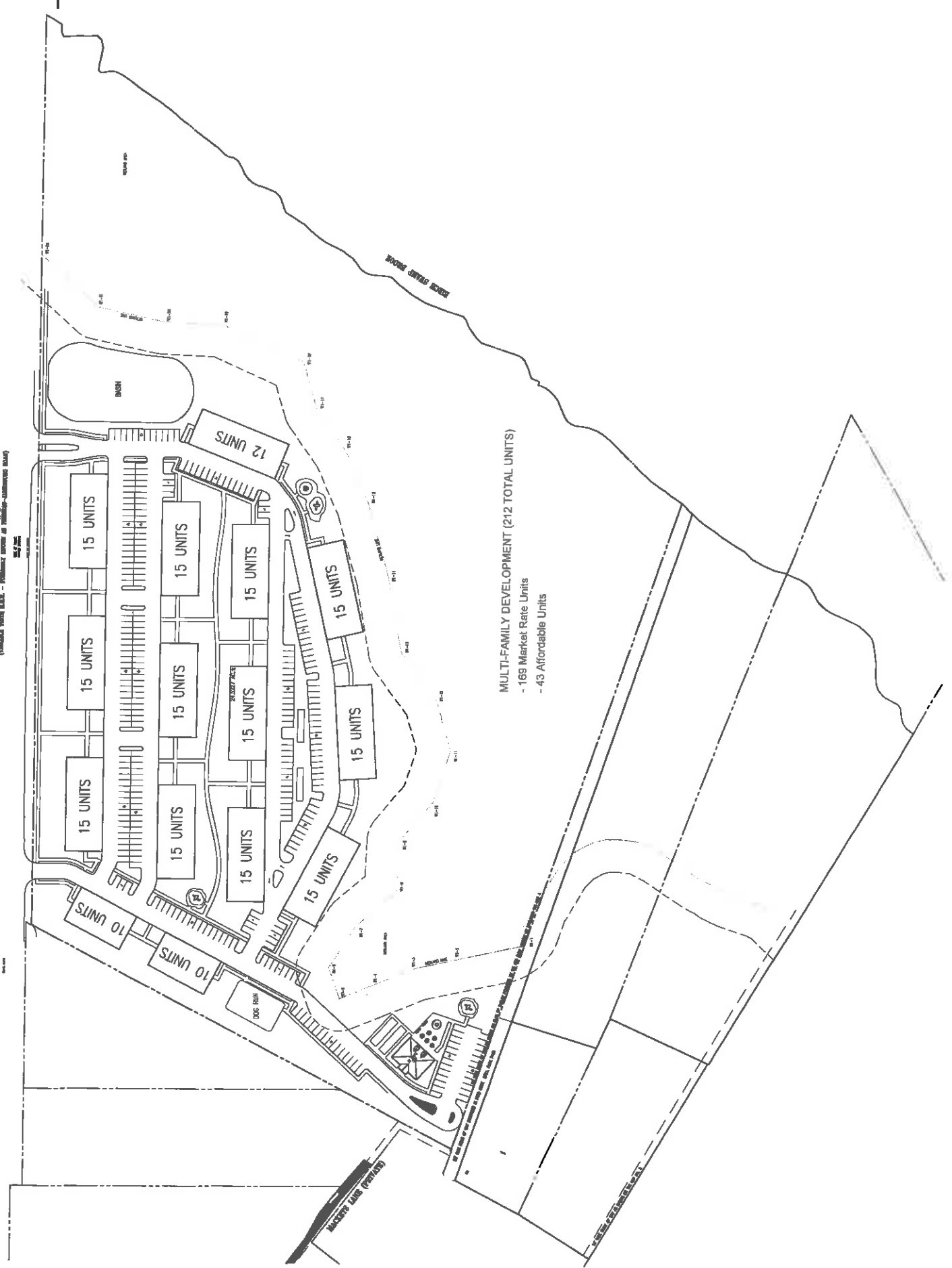
By:

Name:

Title:

EXHIBIT A
CONCEPT PLAN

TEXAS ROAD
CHANGING FROM RES. TO COMMERCIAL ZONING



MULTI-FAMILY DEVELOPMENT (212 TOTAL UNITS)
- 169 Market Rate Units
- 43 Affordable Units

EXHIBIT B
BULK SCHEDULE

MARLBORO – TEXAS ROAD MULTI-FAMILY

Marlboro Township
Monmouth County, New Jersey
2019

Permitted Uses:

1. Multi-family residential development.

Accessory Uses:

1. Uses and structures customary and incidental to the principal use, including but not limited to: Recreation Center that may include meeting rooms, gyms, and other amenities.

Density: Maximum 8.84 dwelling units (du) per gross acre

Bulk Standards:

1. Minimum lot size: thirty thousand (30,000) square feet.
2. Minimum lot width: one hundred (100) feet
3. Minimum lot depth: two hundred (200) feet.
4. Minimum front yard setback from Texas Road frontage: fifty (50) feet.
5. Minimum side yard setback; Building: thirty (30) feet.
6. Minimum side yard setback; Parking: ten (10) feet.
7. Minimum rear yard setback; Building: thirty (30) feet.
8. Maximum impervious coverage: forty percent (40%) (actual is 27.21 on upper and 27.6% on lower)
9. Maximum building height: three (3) stories or forty (40) feet.
10. Minimum Distance between buildings; Front-to-Side: forty (40) feet
11. Minimum Distance between buildings; Side-to-Side: fifty (50) feet
12. Minimum Distance between buildings; Rear-to-Rear: fifty (50) feet

Parking Standards:

Off-street parking shall be provided at a minimum rate of:

1. Parking will be provided in sufficient quantity per the Residential Site Improvement Standards (RSIS). Parking will be provided in private garages, driveways and on surface lots.

Signage:

Signs shall be in harmony and consistent with the architecture of the building and relate to the features of the building in terms of location, scale, color, lettering, materials, texture and depth.

The following will be allowed:

1. Two (2) project identification signs per exit/entrance. Such ground signs shall not exceed six (6) feet in height and shall not exceed ninety (90) square feet. Such signage shall be located no closer than 5 feet to any property line, and shall not be located within the sight triangle of any intersection or access drive with a public street. The sign shall

incorporate the design and materials that match the architecture of the development.

2. Way finding signage to direct visitors toward parking areas, building identification, building entrances and activity centers is permitted as appropriate. Way finding signage shall be no greater than ten (10) square feet per sign.

A comprehensive signage plan shall be submitted for each site which clearly indicates the location, dimension, area, color and materials of all existing and proposed permanent signs and provide a detail of each proposed sign.

Landscaping:

1. Minimum landscape coverage limited to twenty (20) percent of the remaining open space available on the site.
2. Minimum landscaped area required to be ten (10) percent and shall be in addition to all required buffers. In calculating the landscaped areas, the areas of plazas, open pedestrian shopping malls, sitting areas, pools and fountains shall be included. Landscaping shall be required within paved parking areas. No more than 12 consecutive parking stalls shall be permitted without a landscaped island.
3. All setback areas fronting public roadways shall be defined by a combination of decorative fencing and/or landscaping. The landscaped area within should contain a variety of flowering trees, shrubs, perennials, annuals and bulbs to complement the architecture and provide seasonal interest.
4. Landscape design should be integrated into overall site design and plans should include a watering and maintenance schedule for each area.

Lighting:

1. Pedestrian, bollard lighting, ground-mounted lighting, or other low glare-controlled fixtures mounted on building or landscape walls shall be used to light pedestrian walkways.
2. Accent lighting on buildings is encouraged.
3. Lighting shall be shielded to prevent glare on adjacent properties and from residential uses.
4. Exterior light fixtures shall be compatible and relate to the architectural character of the buildings on site. Site lighting shall be provided at the minimum level to accommodate safe pedestrian and vehicular movements, without causing any off-site glare.
5. Parking lot lights shall not exceed 20 (twenty) feet in height and shall contain decorative fixtures.

ORIGINAL

AGREEMENT

THIS AGREEMENT made on this 7th day of August, 2006 among:

ALFRED BLUH and JOSEPH BATELLI, with an address in care of Matthew J. Cavaliere, Esq., 1700 Route 23 North, Suite 210, Wayne, New Jersey 07470 ("Bluh and Batelli," "BB," or "Owner");

TOWNSHIP OF MARLBORO, a municipal corporation of the State of New Jersey, with offices located at the Marlboro Municipal Complex, 1979 Township Drive, Marlboro, New Jersey 07746 ("Marlboro," or "Township"); and

PLANNING BOARD OF THE TOWNSHIP OF MARLBORO, a municipal planning board created under the Municipal Land Use Law, N.J.S.A. 40:55D-1 et seq., with offices located at the Marlboro Municipal Complex, 1979 Township Drive, Marlboro, New Jersey 07746 ("Planning Board," or "MTPB");

WITNESSETH

WHEREAS (1st), Bluh and Batelli are the owners of approximately 76.6 acres of land located in the Township of Marlboro and identified as Block 150, Lots 2, 3, 4, and 9; Block 151, Lot 4; Block 148, Lot 31; and Block 149, Lot 16 on the official tax maps of the Township ("Property"); and

WHEREAS (2nd), Bluh and Batelli have been objectors in the administrative process undertaken by the Township in front of the New Jersey Council on Affordable Housing ("COAH"), in order to obtain substantive certification of Marlboro's affordable housing obligations, as they are prescribed under Mount Laurel II, 92 N.J. 158 (1983), the Fair Housing Act, N.J.S.A. 52:27D-301 et seq. ("FHA" or "Act"), and COAH's regulations, N.J.S.A. 5:91-1 et seq., 5:93-1 et seq., 5:94-1 et seq. and 5:95-1 et seq.; and

WHEREAS (3rd), Bluh and Batelli have instituted suits in the Superior Court of New Jersey, Law Division, Monmouth County, against the Township and the Planning Board under cases titled Bluh and Batelli v. Township of Marlboro, et al., Docket No. MON-L-2193-01, Bluh and Batelli v. Township of Marlboro, et al., Docket No. MON-L-63-04, seeking, inter alia, to enforce certain zoning and other rights in connection with their Property ("Litigation"); and

WHEREAS (4th), Bluh and Batelli and the Township, through their respective representatives, including a representative of the Planning Board, have, under the aegis of COAH, and pursuant to COAH's regulations pertaining to mediation, see N.J.A.C. 5:91-7 et seq. and 5:95-7 et seq., engaged in mediation of the objections filed by Bluh and Batelli to the petition of Marlboro for substantive certification ("Objection and Mediation"); and

WHEREAS (5th), the parties desire to settle their differences with respect to the provision of affordable housing within the Township and to settle the aforementioned Litigation and the aforementioned Objection, as part of the COAH mediation process, through the re-zoning of the Property for an inclusionary development, along with the contribution of money to the Township, dedicated to helping Marlboro satisfy its affordable housing obligations; and

WHEREAS (6th), the parties intend and expect that the re-zoning of the Property will enable the Owner, and/or its successor or assignee, to develop the Property in accord with the concept, housing types, and magnitude of housing described below, and the Concept Map attached hereto and made a part of this Agreement; and

WHEREAS (7th), the parties acknowledge that settlement of the aforementioned Litigation and Objection presents an opportunity to plan comprehensively for development of the Property in a manner that:

(a) Promotes sound planning and land use, smart growth, development, and use of infrastructure in accordance with State, regional and municipal planning initiatives and requirements;

(b) Satisfies in part the Township's Mount Laurel/affordable housing obligation under Mount Laurel II, the FHA, and the regulations promulgated thereunder by COAH through the designation and re-zoning of the Property as a site to help address Marlboro's affordable housing obligation; and

(c) Promotes and advances the general welfare; and

WHEREAS (8th), the parties intend, through this Agreement, to achieve and bring to fruition and realization these land use goals and objectives.

NOW, THEREFORE, the Owner, Township, and Planning Board, for One Dollar (\$1.00) and other valuable consideration, including the covenants, promises, and agreements set forth herein, hereby agree to settle the Litigation and settle and resolve the Objection as part of the COAH Mediation process, as follows, and to be legally bound by the terms set forth below:

1. Rezone.

(A)(I) Within 60 days of the execution of this Agreement, and in accordance with the procedures of the Municipal Land Use Law, N.J.S.A. 40:55D-1 et seq. ("MLUL") and other applicable State law respecting the adoption and passage of zoning ordinances, the Township will introduce an ordinance amending the Marlboro Zoning Ordinances and Land Use Regulations: a) so as to repeal earlier zoning ordinances, known as Ordinance No. 2000-03 and Ordinance No. 2000-04, which had been adopted but which had not yet become effective, thereby reverting the zoning of the Property to the township's MFD-II District, and b) so as to implement the objectives for development of the Property intended by the parties through this Agreement by permitting the mix and variety of uses and housing types on the Property, as set forth in the "Conceptual Use Plan," (prepared by Taylor, Wissman & Taylor and dated May 2006 and entitled "Concept Sketch") a reduced copy of which is attached hereto and made a part hereof as Exhibit A and to that end the Township shall introduce zoning ordinance amendments and/or new zoning in order to and for the purpose of providing for the development standards set forth in Exhibit C, attached hereto and made a part hereof (the "Rezoning") all of which will be for the goal and purpose of permitting the development of the Property in accordance with said Exhibits A and C, and the below mentioned Exhibit B without the need for zoning variances and/or development regulation waivers.

It is the express intention and expectation of the parties that the Township shall introduce such zoning ordinance amendments necessary and appropriate to provide for the development standards set forth in Exhibit C, attached hereto and made a part hereof (the "Rezoning") in order to permit development of the Property in accordance with Exhibits A and B. Notwithstanding the intention and expectation of the parties that such Rezoning be adopted, and without any limitation upon the statutory rights, duties, and obligations of the Township in connection with the exercise of its authority to rezone, in the event that such zoning ordinance amendments as set forth herein are not adopted by the Township, or are adopted and are the subject of a successful appeal which overturns, vacates, or reverses their adoption, the rights, obligations, and duties of the parties set forth in this agreement shall be null and void, and the parties shall return and pursue the Litigation and/or Objection and Mediation aforementioned.

(A)(II) It is the express intention of the parties that the Property shall be developed for 200 single family, age restricted, non-income restricted residential units and 50 multi-family, non-age restricted, low and moderate income residential rental units generally in accordance with the Conceptual Use Plan attached as Exhibit A. The number and character of the units shall be known as the Yield of the Property.

(A)(III) The bulk standards to be applied by the Planning Board in reviewing and processing a development application for the Property shall be those set forth in the

MFD-II Zone District as modified and/or supplemented by those set forth in Exhibit C. The MFD-II Zone District shall also provide, as part of its provisions, that for development in that Zone, the Applicant may deviate by up to 15% from the bulk standards set forth in its provisions, without need for relief by way of explicit variance, waiver, or exception, where such deviation, up to 15%, is necessary to achieve the Yield and to implement the objectives of this Agreement. Further, the parties intend that the Owner, or its successor or assignee, in pursuit of a development application for the Property, shall be entitled to deviate by up to 15% from any bulk standard set forth in its provisions, without need for relief by way of explicit variance, waiver, or exception, where such deviation, up to 15%, is necessary to achieve the Yield and to implement the objectives of this Agreement. Nothing in this agreement shall be construed as requiring or directing the Planning Board to abrogate any responsibilities under the Municipal Land Use Law and the parties hereto acknowledge that the Planning Board advises that it will correctly apply the law which pertains to the proposed development of the Property (i.e. anticipated application site plan and subdivision) including application of the law regarding entitlement to variances and waivers.

(A)(IV) In connection with the Township's introduction of the aforementioned Zoning Ordinances and Land Use Regulations, the Planning Board shall timely adopt such Master Plan amendments, including revisions to Marlboro's Housing Element and Fair Share Plan, as may be necessary and required to enable the Township to adopt the aforementioned Zoning Ordinances and Land Use Regulations, and shall render such reports for consistency with the Housing and Land Use Plan Elements of the Master Plan, as required under N.J.S.A. 40:55D-26a and 40:55D-62a.

It is the express intention and expectation of the parties that the Planning Board shall timely adopt such Master Plan amendments, including revisions to Marlboro's housing element and fair share plan, as may be necessary and required to enable the Township's adoption of the aforementioned zoning ordinances, land use regulations, and Rezoning. If the Planning Board fails to timely adopt such Master Plan amendments, and in the event of such failure, the Township fails to adopt such Rezoning (albeit not substantially consistent with the Master Plan), pursuant to the provisions of N.J.S.A. 40:55D-62a and 26a, the rights, obligations, and duties of the parties set forth in this agreement shall be null and void, and the parties shall return and pursue the Litigation and/or Objection and Mediation as aforementioned.

(A)(V) The parties expressly intend and agree that to the extent the Owner, or its successor or assignee, develops further refined and engineered plans to implement the Concept Plan depicted on Exhibit A, after the execution of this Agreement, and subsequently proposes to the Township its adoption of further bulk standards to effectuate development of the Yield depicted on the Conceptual Plan, the Township and the Planning Board will act timely (in accord with the tasks and time frames set forth above, starting from the Owner's presentation of such standards and refinements to the

Township) and introduce such further zoning ordinance amendments to the Property's zoning District as may be needed to implement and assist in the presentation and review of a variance-free development application for the Property designed to produce the Yield for the Property.

(B) In the event, and to the extent that, the Zoning Ordinances and Land Use Regulations of the Township or other ordinance or regulation applicable to the Property presently existing or hereafter adopted is inconsistent with a variance/waiver free development of the Property as depicted on the Conceptual Plan, attached hereto as Exhibit A, those standards that are necessary to effectuate the Conceptual Plan depicted on Exhibit A shall apply, and the Township and the Planning Board shall apply those standards in such a fashion so as to afford up to a 15% variation in the applicability of the bulk standards to the development application of the Property in order to effectuate the terms and objective of this Agreement, which is designed to create promptly and expeditiously a realistic opportunity for the provision of affordable housing through development of the Property. In addition, in recognition of the goals and objectives of this Agreement, including the production of affordable housing, and in recognition of the policies embodied in N.J.A.C. 5:94-8.1 and N.J.A.C. 5:93-10.1, the Planning Board shall cooperate in granting such reasonable variances, waivers, and exceptions as are necessary to construct the inclusionary development on the Property.

(C) The standards and provisions, including up to a 15% variation thereof, set forth on Exhibit A, as well as any standards adopted for the development of the Property and the production of the Yield thereon, shall supersede all other inconsistent rules, ordinances, codes, and regulations and shall control the development of the Property in accordance with this Agreement.

(D) The Owner, or its successor or assignee, agrees to develop the Property in substantial accordance with the Conceptual Plan, attached hereto and made a part hereof as Exhibit A, and the Planning Board, agrees to hear expeditiously and approve an application for such development to be made by the Owner, consistent with the aforementioned plans, the terms and provisions of this Agreement, and the provisions of N.J.A.C. 5:94-8.1 and N.J.A.C. 5:93-10.1.

2. Development Application.

The re-zoning shall be designed to allow for a development application to be submitted to the Planning Board, without or with a minimum of variances, in order that the Planning Board may review, process, and approve the inclusionary development depicted on Exhibit A, attached hereto and made a part hereof.

3. Inclusionary Development.

The Parties' Intent. The Parties acknowledge that they are presented with an unique opportunity to plan for the development of the Property in a responsible fashion and manner, as set forth in the paragraph "WHEREAS (7th)," above, whose terms are incorporated herein by reference, as if set forth at length herein, to (a) create the realistic opportunity towards the construction of affordable housing and the provision of monies for affordable housing; and (b) promote sound land use planning, smart growth, development and infrastructure extensions in accordance with State and regional planning initiatives and requirements. As such, the express intent of the Parties in this Agreement is to achieve these land use goals and objectives set forth in the paragraph "WHEREAS (7th)," above, which shall hereinafter be referred to as the "Planning Objectives."

4. Phasing.

The phasing of development and construction of on site affordable units shall accord with the applicable COAH regulations in effect on the effective date of this Agreement.

5. COAH Regulations; Affordability and Marketing.

(A) COAH regulations extant on the effective date of this Agreement shall apply with respect to controls on affordability and marketing.

(B) The Owner, or its successor or assignee, shall take all steps necessary to place affordability controls and other appropriate restrictions, consistent with COAH regulations, upon the affordable units in order that each of the affordable units shall qualify as a unit of affordable housing under the COAH regulations in effect at the time of construction.

(C) The Owner, or its successor or assignee, shall implement affordability and marketing programs consistent with the COAH regulations in effect at the time of construction, including publicizing in local newspapers and through local housing organizations the availability of affordable housing units at and as part of the Property.

6. Cost Generating Features.

(A) Pursuant to N.J.A.C. 5:94-8 et seq. and N.J.A.C. 5:93-10 et seq., the Township and the Planning Board shall ~~take all steps necessary to eliminate and/or grant waiver or variances from cost generating features, elements, processes, and terms of local land use development and zoning ordinances that may affect the development of the Property, and which are inconsistent with the intent and objectives of this Agreement,~~ or with the standards of construction and design set forth on Exhibits A and C, annexed hereto and made a part hereof, and on subsequent plans, drawings, applications and documents submitted to the Planning Board as part of its review and

consideration of the development application for the Property.(B) The Township and the Planning Board shall comply with N.J.A.C. 5:94-8 et seq. in processing, reviewing and adjudicating all development applications filed for the Property under this Agreement.

7. Expeditious Board Review.

(A)(1) Applicant shall apply for preliminary and final site plan approval consistent with the requirements of the Township Ordinances. The Planning Board shall process, review, and adjudicate all development applications for the Property in an expeditious, "fast-track" manner, which, if requested by the applicant, shall include at least two (2) special meetings per month, if a quorum is available, in addition to the regularly scheduled meetings of the Planning Board, devoted exclusively for review and consideration of the development application for the Property.

(A)(2) Notwithstanding time frames and deadlines set forth in the Municipal Land Use Law, N.J.S.A. 40:55D-1 et seq. ("MLUL"), and/or the land use and development ordinances of the Township of Marlboro, for a municipal board's determination of completeness, review of, and decision on a development application, the following time frames and deadlines shall be applicable to a development application for the Property in recognition of the objectives and the public interest in the development and provision of affordable housing fostered and promoted by this Settlement Agreement:

1. A determination of completeness shall be rendered within 30 days of the submission of the application by the applicant.
2. All applications filed with the Planning Board shall be reviewed and written reports served on the applicant within 25 days of their submission by the applicant.
3. All re-submissions to the Planning Board shall be reviewed and written reports served on the applicant within 20 days of their submission by the applicant.
4. The initial Board hearing on the application shall be scheduled to take place within 20 days of the applicant's written notice to the Board for a public hearing. The actual hearing shall take place within 45 days of the applicant's written request.
5. The Board shall conclude public hearings on the application and render a decision on the application within 75 days of the first hearing on the application.

(B) Specifically included in the concept of "fast-track" review shall be the Township's and the Planning Board's agreement to review and adjudicate the aforementioned application, notwithstanding that any other Federal, State, County, or other agency approvals or permits may be required for development of the Property, and where appropriate will grant such municipal approvals subject to any such applicable, coordinate agency approvals.

8. Cooperation and Good Faith.

(A) The parties, and all of their respective members, officers, agents, representatives, consultants, and employees shall cooperate and conduct themselves in good faith in order to effectuate the terms and objectives of this Agreement, which is designed to create promptly and expeditiously a realistic opportunity for the provision of affordable housing through development of the Property that is the subject of this Agreement. Contingent upon full reimbursement by the Owner, or its successor or assignee, and/or utility purveyors, cooperation shall include the acquisition of easements for the provision of storm water, public water or sanitary sewer discharge in connection with the development of the Property.

(B) Such cooperation shall include, for example, but not be limited to: timely submission and review of reports and documents; timely inspections; execution of documents or applications for other coordinate agency or entity permits or approvals necessary for the development of the Property.

(C) Housing Type, Number of Set-Aside Units for Affordable Housing, and Monetary Contribution in Lieu of On Site Development of Affordable Housing Units to Fund RCAs.

(i) As set forth in Exhibit B, the Developer shall be permitted to construct on the Property a maximum of 250 dwelling units (together with the other ancillary structures) depicted on the Conceptual Use Plan attached as Exhibit A. Of those Units 200 will be market rate, age-restricted meeting the age and occupancy requirements in the Federal Fair Housing Act ("FFHA") (the "Active Adult" and/or "Residential" Component). The age-restricted units to be sold at fair-market value shall be a combination of single-family detached units, single family attached units, and multi-family units, and all the affordable units shall be multi-family units. As to the age-restricted units, one occupant in each of the age-restricted units must be 55 years of age or older and if such occupant becomes deceased, a surviving occupant of that unit may be less than 55 years of age and no-occupant shall be less than 18 years of age; notwithstanding the provisions contained in this subparagraph, it is the parties' intent that such occupancy restrictions shall be in accordance with applicable law.

(ii) DELIBERATELY LEFT BLANK

(iii) **On-Site Affordable Housing Component.** The Owner, or its successor or assignee, agrees that as part of the maximum 250 units to be provided on site, it shall construct 50 affordable rental units within the project ("on-site" units), whose pricing shall be affordable to households of low and moderate income, as those terms are defined in N.J.A.C. 5:94-1 et seq. and 5:95-1 et seq., in the manner and location contemplated by this Settlement Agreement and the Exhibit A attached hereto, incorporated herein, and made a part hereof by reference. The Owner shall have the

ability to apply for tax credits, Balanced Housing or other sources of subsidy that may be available for projects involving affordable housing, and the Township may avail itself of COAH's senior and non-senior rental bonus credit entitlements for these units, under N.J.A.C. 5:94-1 et seq. and 5:95-1 et seq.

(iv) **RCA-Contribution.** In addition to constructing 50 affordable rental units on the Property, the Developer shall contribute money to fund Marlboro's purchase of 65 units under regional contribution agreements (RCAs) with receiving municipalities, as part of Marlboro's satisfaction of its affordable housing obligation. The Owner's contribution shall be at a rate of \$35,000.00 per RCA unit. The payments shall be made by the Developer to Marlboro at the time of issuance of certificates of occupancy for dwelling units constructed on site, and the payments shall be made in such a manner and timing such that the sum of on site affordable units and affordable housing dwelling unit equivalents of payments in lieu (i.e., \$35,000.00 equals 1 affordable housing unit) shall accord with the schedule set forth in N.J.A.C. 5:93-5.6(d).

(v) **Affordable Housing Credits.** The parties intend that where 50 rental units are developed on the Property, the Township shall realize credit for as many affordable housing units as are permitted under applicable law and regulations.

(vi) As to the affordable units, the Township shall enter into an agreement with the Housing Affordability Service (HAS) of the New Jersey Housing and Finance Agency (or other comparable HMFA approved entity) or other qualified entity to administer the affordable units. The Owner, or its successor or assignee, shall be responsible for all initial rental and qualification costs the Township incurs in connection with the administration of the affordable units for its project regardless of whether that entity is the HAS or some other entity. The Owner, or its successor or assignee, shall be responsible for all administrative fees associated with the initial renting of the affordable units and all re-rents.

(vii) **Non-applicability of Development Fee Ordinances.** Notwithstanding the existence of any development fee ordinances, such an ordinance shall have no applicability whatsoever to the development of the Property. The Owner, or its successor or assignee, shall not be responsible for the payment of any development fees with respect to any development on the Property.

(D) **Compliance with COAH's Rules.** The Owner, or its successor or assignee, shall have an obligation to take all necessary steps to render the affordable units creditworthy including, but not limited to complying with COAH's Regulations with respect to (a) the low-moderate split of units, (b) deed restrictions, (c) affirmative marketing requirements, and (d) bedroom distribution. Evidence of compliance with all applicable COAH regulations shall be produced to the municipal Housing Officer as a precondition to the issuance of a building permit for each phase of the project.

Furthermore, the sum of the affordable on-site units and the equivalent RCA units resulting from the payments in lieu shall be phased with the market units in accordance with COAH's phasing schedule and a failure by the developer to comply with said phasing schedule shall be a basis to withhold Certificates of Occupancy.

9. Independence of Municipal Obligations from COAH Status.

The duties and obligations of the Township and the Planning Board set forth in this Agreement, including the re-zoning of the Property, and the processing, review, and adjudication of any development application for the Property, shall be independent of: (a) the status and/or result of the COAH proceedings respecting Marlboro's efforts to obtain substantive certification of its affordable housing obligation, or (b) any determination by the Superior Court respecting an adjudication of Marlboro's compliance with its affordable housing obligations, provided the on site affordable housing dwelling units on the Property and the monetary payments to fund Marlboro's RCAs are determined to meet the criteria for creating a realistic opportunity for affordable housing by the Superior Court or COAH so that the units may be used by Marlboro for credit towards the Township's affordable housing obligation.

10. Independence of Owner's or Successor's or Assignee's Right to Proceed.

The Owner's or Successor's or Assignee's right to proceed before the appropriate Board, as the case may be, with a development application and to obtain Board approval of its application shall be independent of: (a) the status of the COAH proceedings respecting Marlboro's efforts to obtain and COAH's ultimate determination of Marlboro's satisfaction of its affordable housing obligation, as demonstrated by the grant of substantive certification; or (b) any determination by the Superior Court respecting an adjudication of Marlboro's compliance with its affordable housing obligations, provided the on site affordable housing dwelling units on the Property and the monetary payments to fund Marlboro's RCAs are determined to meet the criteria for creating a realistic opportunity for affordable housing by the Superior Court or COAH so that the units may be used by Marlboro for credit towards the Township's affordable housing obligation.

11. Changes in Law.

In the event a change in the law, whether actual or perceived, occurs, such a change shall not affect the terms, rights, and obligations set forth in this Agreement, nor shall it be advanced by any party as a basis for relief from that party's obligations under this Agreement, except that nothing in this Agreement shall be deemed to require any party to take any action that is contrary to law.

12. Duration of Re-Zoning.

In the event of any challenge to the duration of the Re-Zoning, as a consequence of the parties' reliance on their respective considerations and representations under this Agreement, the Re-zoning of the Property shall run with the land for no less than six (6) years from the effective date of the Re-Zoning, or until the end of the period of substantive certification granted by COAH to Marlboro's petition for substantive certification, whichever is later. In any event, following the adoption of the Re-Zoning of the Property, and for the period prescribed in this paragraph, no further change or amendment to the zoning provisions applicable to the Property shall be permitted without the consent of the Owner.

The rights granted to the Owner and to the Property under this Agreement are assignable subject to the Township's consent which shall not be unreasonably withheld. The Owner shall expressly be permitted to sell and convey one or more phases or sections of the Property and of its project to other developers and/or users who shall be entitled to rely upon and enforce this Agreement as to the remaining Parties.

Notwithstanding the aforementioned provision regarding the duration of the re-zoning of the Property, the consent of the Owner shall not be necessary for a re-zoning of the Property if the Property is conveyed to an owner whose uses are incompatible with the development of low and moderate income housing contemplated by this Agreement. Any conveyance or assignment by the Owner must provide that the assignee shall assume all obligations and rights under this Agreement.

13. Effective Date of Agreement.

The effective date of this Agreement shall be the date of the last signature of the parties hereto, and it shall be set forth at the beginning of this Agreement.

14. Enforceability.

The terms of this Agreement, including specific enforcement of the Township's and the Planning Board's obligations hereunder, may be enforced by commencement of an action in the Superior Court of New Jersey, notwithstanding any other COAH administrative process, or any other administrative forum that may exist to adjudicate the parties claims under this Agreement. The parties aver that the Superior Court, Law Division shall have primary jurisdiction over all issues and claims arising from this Agreement. Attorney's fees and costs shall be reimbursed to the prevailing party in any such action for enforcement.

15. Violation and Default.

In the event that any Party shall fail to perform any undertaking required to be performed by it pursuant to the terms of this Settlement Agreement, unless such obligation is waived in writing by the Party or Parties for whose benefit such obligation was intended, such failure to perform shall constitute an event of default under this Settlement Agreement. In the event of default, the non-defaulting Party shall have available any and all rights and remedies that may be provided in law or in equity, including, but not limited to the right of specific performance and/or the right to bring a motion in aid of litigant's rights. Prior to such proceedings, there shall be an opportunity to cure said alleged default as follows: (i) the benefited Party shall notify the defaulting Party of such alleged default specifying the nature of the default, (ii) the defaulting Party shall thereafter have thirty (30) business days or such reasonable period of time as may be necessary to effect a cure; (iii) the benefited Party shall promptly notify the defaulting party of its acceptance of the proposed cure, or its alternative election to seek judicial remedies. Any Party found to have been in default shall be liable for all litigation and/or judgment enforcement costs including, without limitation, expenses and legal, professional and witness fees.

16. NOTICES

16.1 Third-Party Actions. The Parties and their respective counsel agree to immediately provide each other with notice of any lawsuits, actions or governmental proceedings, threatened or pending, which the Parties may reasonably believe could impact the Owner's project or the Township's substantive certification.

16.2 Notice by and Among the Parties. All notices required under this Agreement shall be in writing and shall be given by facsimile or by certified mail, return receipt requested, or by recognized overnight personal carriers with certified proof of receipt. All notices shall be deemed received upon the date of delivery which is set forth in the mailing certifications by the mail or delivery services used, and all times for performance based upon such notices, shall be from the date set forth in such proof of delivery. The persons and entities to receive notice shall be as the following or any designated successor:

To Owner: Matthew J. Cavaliere, Esq.
1700 Route 23 North
Suite 210
Wayne, New Jersey 07470
Telephone No.: (973) 305-1800
Telecopier No. (973) 305-5866

With Copy to: Jeffrey Kantowitz, Esquire
Goldberg, Mufson and Spar, P.A.
200 Executive Drive

West Orange, New Jersey 07052
Telephone: (973)736-0100
Telecopier No. (973) 736-0961

Township and the Planning Board:

Township Administrator
Township of Marlboro
Municipal Complex
1979 Township Drive
Marlboro, New Jersey 07746
Telecopier No. (732) 972-7697

Copy to:

Andrew Bayer, Esquire
Gluck Walrath, LLP
428 Riverview Plaza
Trenton, New Jersey 08611
Telephone No.: (609) 278-3900
Telecopier No. (609) 278-3901

Copy to:

Dennis A. Collins, Esquire
2517 Highway 35
Manasquan, New Jersey 08736
Telephone No.: (732) 292-1246
Telecopier No. (732) 292-1247

(A) Insofar as this Agreement was the product of negotiation among the parties, no party shall be considered the drafting party against whom the terms of this Agreement shall be construed.

(B) This Agreement shall be construed under the laws of New Jersey.

(C) This Agreement shall not be modified or amended without the written consent of all the parties.

(D) The terms of this Agreement, including its rights, duties and obligations, may inure to and, in such case, shall be binding on the parties' heirs, successors, or assigns.

(E) All parties shall carry out the terms of this Agreement in good faith and execute any further documents necessary to effectuate this Agreement.

(F) This Agreement may be executed in counterparts.

17. SECTION XI MISCELLANEOUS

17.1 Captions; Recitals. Captions and titles to this Agreement are inserted for the purposes of convenience and reference only, and are in no way to be construed as limiting or modifying the scope and intent of the various purposes and provisions of this Agreement. The recitals in this Agreement (WHEREAS (1st) through WHEREAS (8th), inclusive) are incorporated and made a part of this Agreement.

17.2 Cooperation. The Parties expressly agree to cooperate with each other in order to effectuate and carry out the purposes of this Agreement, promote and advance the general welfare, and create affordable housing under the Mount Laurel doctrine, the FHA, and COAH's Rules.

17.3 Waiver. Each of the Parties waives all rights to challenge the validity and enforceability of this Agreement. Failure to enforce provisions or obligations in this Agreement by any Party shall not be construed as a waiver of these provisions and obligations.

17.4 Entire Agreement. This Agreement and its prefatory statements, recitals and exhibits constitute the entire Agreement between the Parties. No representative, agent or employee of any Party has been authorized to make any representation and/or promises that are not contained herein or to otherwise modify, amend, vary or alter the terms hereof except as stated herein. No modifications, amendments, variations or alternations shall be binding unless reduced to writing and signed by the Parties.

17.5 Validity. In the event that one or more of the provisions of this Agreement shall be held to be invalid, unenforceable or void, the Parties shall within thirty (30) days of such determination, attempt to restructure this Agreement consistent with its underlying intent. If the Parties fail to resolve such a restructuring, any party may seek Court review and a ruling to restructure the Agreement in a legally acceptable manner reflecting the underlying intent of the Parties as expressed herein.

17.6 Preparation. The Parties acknowledge that this Agreement has been jointly prepared by the Parties' attorneys as a means of settling Mount Laurel litigation. Therefore, this Agreement shall be construed on parity among the Parties and any presumption for resolving ambiguities against the drafter shall not apply.

17.7 Construction. This Agreement shall be construed, governed and enforced in accordance with the laws of the State of New Jersey and the regulations of COAH. Jurisdiction of any litigation ensuing with regard to this Agreement shall exclusively be in the Superior Court of New Jersey. Service of any Complaint or judgment enforcement proceedings may be affected consistent with the terms hereof for the delivery of notices. The Parties hereby waive formal service of process. Process may be affected by

written notice pursuant to the terms hereof for notices. The Parties expressly waive a trial by jury in any such litigation.

17.8 Parties Bound and Assignment. Subject to the provisions of section 12, "Duration of Re-Zoning," this Agreement shall insure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns.

17.9 Holiday and Weekends – Time for Performance. Should any such date, on or before which the performance of any act is required under the terms of the Agreement, fall on a Saturday, Sunday, legal holiday and/or generally recognized religious holiday in the State of New Jersey (such as Christmas, Good Friday, etc.), the date for performance shall be extended to and shall occur on the next succeeding business day. All references to "days" shall be deemed to refer to calendar days unless the context clearly and unequivocally requires otherwise. Except as otherwise set forth herein, any act to be performed on or before a certain day shall be deemed to be required to be performed on or before 5:00 p.m., on the day set forth and, if performed after 5:00 p.m., shall be deemed not to have been performed on said date.

17.10 Counterpart Signature. This Agreement may be executed simultaneously or in one or more counterparts, each of which, when so executed and delivered, shall constitute an original, fully enforceable counterpart for all purposes. Facsimile counterparts shall be accepted and enforceable. Immediately upon the delivery of a facsimile counterpart, the sending Party shall deliver a counterpart with the original execution page.

IN WITNESS WHEREOF, the Parties hereto have hereunto set their hands and seals the day and year appearing below their names.

Attest:


ALIDA DE GAETA,
MUNICIPAL CLERK

Date: AUG 15 2006

TOWNSHIP OF MARLBORO,
A Municipal Corporation
of the State of New Jersey

By: 
ROBERT KLEINBERG
MAYOR 

MARLBORO TOWNSHIP
PLANNING BOARD




By: Peter Bellone
Print Name:

Date: 8/16/06

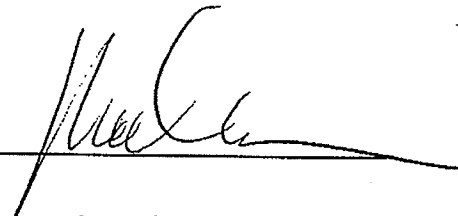
ALFRED BLUH




ALFRED BLUH

Date: 8/7/06

JOSEPH BATELLI




JOSEPH BATELLI

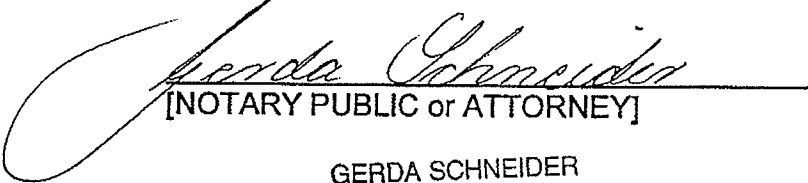
Date: 8-11-06

ACKNOWLEDGMENT

STATE OF NEW JERSEY)
COUNTY OF MONMOUTH) SS.:

I certify that on August 15th 2006, ROBERT KLEINBERG, MAYOR, personally came before me and stated to my satisfaction that this person:

Signed, sealed and delivered the attached document as the voluntary act of the Township of Marlboro, Monmouth County, a body corporate and politic of the State of New Jersey, named in this document; was authorized to and did execute this instrument as the authorized agent of the entity named in this instrument; and executed this instrument as the act of the entity named in this instrument.


[NOTARY PUBLIC or ATTORNEY]

GERDA SCHNEIDER
Notary Public of New Jersey
My Commission Expires 1-27-2009

ACKNOWLEDGMENT

STATE OF NEW JERSEY)
COUNTY OF Monmouth) SS.:

I certify that on August 16, 2006, Peter Bullone
_____, personally came before me and stated to my satisfaction that this person:

Signed, sealed and delivered the attached document as the voluntary act of the Marlboro Township Planning Board,, a body corporate and politic of the Township of Marlboro, Monmouth County, State of New Jersey, named in this document; was authorized to and did execute this instrument as the authorized agent of the entity named in this instrument; and executed this instrument as the act of the entity named in this instrument.

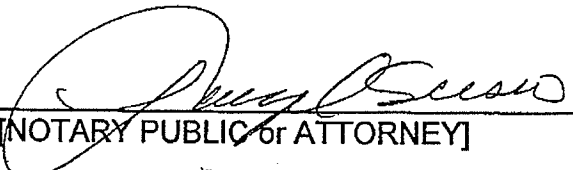
Donna A. Pignatelli
[NOTARY PUBLIC or ATTORNEY]

DONNA A. PIGNATELLI
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES _____

ACKNOWLEDGMENT

STATE OF NEW JERSEY)
COUNTY OF Monmouth) SS.:

I certify that on August 7, 2006, ALFRED BLUH personally came before me and acknowledged under oath and stated to my satisfaction that this person:
Is named in and personally signed the attached document; Signed, sealed and delivered the attached document as his/her voluntary act.

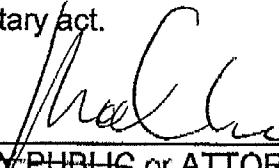

[NOTARY PUBLIC or ATTORNEY]

Jacqueline Scisco
Notary Public - New Jersey
My Commission Expires October 24, 2009

ACKNOWLEDGMENT

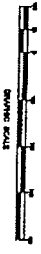
STATE OF NEW JERSEY)
COUNTY OF Passaic) SS.:

I certify that on August 11, 2006, JOSEPH BATELLI personally came before me and acknowledged under oath and stated to my satisfaction that this person:
Is named in and personally signed the attached document; Signed, sealed and delivered the attached document as his/her voluntary act.


[NOTARY PUBLIC or ATTORNEY]

MATTHEW J. CAVALIERE
ATTORNEY AT LAW OF NEW JERSEY

EXHIBIT A
To Bluh/Batelli & Marlboro
Township Agreement
"Concept Use Plan"



APPROXIMATELY TYPICAL SPACING

MIN LOT SIZE	3 ACRES
MIN FRONT YARD	30 FT
MIN SIDE YARD	30 FT
MIN REAR YARD	30 FT
MIN LOT WIDTH	120 FT
MIN LOT DEPTH	120 FT
MIN OVERHANG	30 FT
MIN BALANCE HEIGHT	35 FT
MIN BALANCE FROM GRADE TO BASELINE OF ROOF	35 FT

MINIMUM LOT AREA

MIN LOT AREA	10,000 SQ FT
MIN FRONT YARD	30 FT
MIN SIDE YARD	30 FT
MIN REAR YARD	30 FT
MIN LOT WIDTH	120 FT
MIN LOT DEPTH	120 FT
MIN OVERHANG	30 FT
MIN BALANCE HEIGHT	35 FT
MIN BALANCE FROM GRADE TO BASELINE OF ROOF	35 FT

MINIMUM LOT AREA

MIN LOT AREA	10,000 SQ FT
MIN FRONT YARD	30 FT
MIN SIDE YARD	30 FT
MIN REAR YARD	30 FT
MIN LOT WIDTH	120 FT
MIN LOT DEPTH	120 FT
MIN OVERHANG	30 FT
MIN BALANCE HEIGHT	35 FT
MIN BALANCE FROM GRADE TO BASELINE OF ROOF	35 FT

REQUIREMENTS TO BE MET BY 2010-2015

REQUIREMENTS TO BE MET BY 2015-2020

REQUIREMENTS TO BE MET BY 2020-2025

REQUIREMENTS TO BE MET BY 2025-2030

REQUIREMENTS TO BE MET BY 2010-2015

REQUIREMENTS TO BE MET BY 2015-2020

REQUIREMENTS TO BE MET BY 2020-2025

REQUIREMENTS TO BE MET BY 2025-2030

CONCEPT DESIGN	
GARY V. VECCHIO	LANDSCAPE ARCHITECT
BLOCK 10, LOT 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100	
TWP	
TOWNSHIP OF MARLBORO	

CONCEPT DESIGN
 GARY V. VECCHIO
 LANDSCAPE ARCHITECT
 BLOCK 10, LOT 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100



EXHIBIT B

To Settlement Agreement: Bluh/Batelli & Marlboro Twp

Project Description

(Referred to in paragraph 8 (C))

The parties agree, intend, and anticipate that the Developer will construct an inclusionary development consisting of up to 250 dwelling units. Of the maximum of 250 units to be constructed on the subject Property, 50 units shall be constructed and restricted for rental occupancy by households and persons of low and moderate income, as those terms are defined by N.J.A.C. 5:94-1 et seq. and 5:95-1 et seq., and as the income and rent levels correlated to those definitions is calculated and established annually. All of these 50 units shall be multi-family units. The affordable housing units shall be built and located in accordance with the Concept Plan attached to and made a part of this Settlement Agreement as Exhibit A.

The remaining dwelling units that are constructed on the subject Property shall be market rate units. They shall be for sale units and shall consist of a variety of single family detached units, single family attached units, and multi-family residential units. These market rate units shall be age-restricted, in accordance with the requirements of the Federal Fair Housing Act ("FFHA"). At least one occupant of each age-restricted unit shall be 55 years of age or older, and if that occupant shall die, a surviving occupant may be less than 55 years of age. No occupant of any age-restricted unit shall be less than 18 years of age.

[Rev 5/14/06:2]

EXHIBIT C

To Settlement Agreement: Bluh/Batelli & Marlboro Twp

Project Development Standards

84-48.3. MFD-III Multifamily District

The following regulations shall apply in the MFD-III Multifamily District:

- A. Project requirements. For any parcel to be developed in the MFD-III District, the same regulations and provisions as set forth in §84-48.2 (MFD-II) shall apply except as same are modified by the provisions herein.

- B. Buffer and landscaping. All areas of a development not used for the construction of buildings, roads, accessways, parking areas or sidewalks shall be fully landscaped. Where a development's boundary line abuts a lot which lies in another zone and the abutting lot is not owned by the developer, the lot being developed shall contain a natural buffer within the area of fifteen (15) feet inside the boundary line of the development that abuts the lot lying in another zone such that there shall not be cut, uprooted, destroyed or taken away any existing trees, shrubbery or other plantings, except that weeds, poison ivy and the like shall be excepted. If no adequate trees, shrubs or plantings exist in the said fifteen (15) foot area in the natural state of the premise before the development, the area shall be provided with an adequate, approved planting plan with the goal of providing a belt of screening within the fifteen (15) foot area in accordance with §84-63.

- C. Permitted uses. Permitted uses shall be as follows:
 - 1. Detached single-family homes.

2. Attached single-family duplex units, Zero-lot-line residential units and townhouse residential units.
3. Multi-family residential tenanted buildings.
4. Uses permitted under §84-48B of this chapter (clustered townhomes, garden apartments and estate homes).

D. Lot, bulk and setback requirements. Lot, bulk and setback requirements shall be as follows:

1. For detached single-family homes.
 - a. Density. No more than six (6) units shall be permitted per gross acre;
 - b. Minimum lot size. The minimum lot size shall be 7,150 square feet;
 - c. Setbacks.
 1. Front yard. The minimum front yard setback shall be twenty (20) feet.
 2. Side yard. The minimum side yard setback shall be five (5) feet, the minimum total for the two (2) side yard setbacks shall be ten (10) feet.
 3. Rear yard. The minimum rear yard setback shall be twenty (20) feet.
 - d. Lot width. The minimum lot width shall be sixty-five (65) feet which shall be measured from the front setback line of the home.
 - e. Lot depth. The minimum lot depth shall be one hundred (100) feet.
 - f. Lot coverage. The maximum lot coverage shall be fifty-five percent (55%).
 - g. Height. The maximum height shall be thirty-five (35) feet or two and one-half (2 ½) stories.
2. For attached single-family duplex units and town house units.

- a. Density. No more than six (6) units shall be permitted per gross acre.
- b. Minimum lot size. The minimum lot size shall be four thousand (4,000) square feet.
- c. Setbacks.
 - 1. Front yard. The minimum front yard setback shall be twenty (20) feet.
 - 2. Side yard. The minimum side yard setback shall be zero (0) feet (Interior Lots); the minimum total for two (2) side yards is thirty (30) feet.
 - 3. Rear yard. The minimum rear yard setback shall be fifteen (15) feet.
- d. Lot width. The minimum lot width shall be thirty-five (35) feet which shall be measured from the front setback line of the home.
- e. Lot depth. The minimum lot depth shall be one hundred ten (110) feet.
- f. Lot coverage. The maximum lot coverage shall be seventy percent (70%).
- g. Height. The maximum height shall be thirty-five (35) feet or two and one-half (2 ½) stories.

3. For Multi-Family Tenanted Building.

- a. Density. No more than fifteen (15) units shall be permitted per gross acre.
- b. Minimum lot size. The minimum lot size shall be Two (2) Acres.
- c. Occupancy. No more than 25 families shall occupy each building.
- d. Setbacks.
 - 1. Front yard. The minimum front yard setback shall be ten (10) feet.
 - 2. Side yard. The minimum side yard setback shall be ten (10) feet, the minimum for two side is thirty (30) feet;

3. Rear yard. The minimum rear yard setback shall be ten (10) feet.

e. Lot width. The minimum lot width shall be one hundred and twenty-five (125) feet;

f. Lot depth. The minimum lot depth shall be one hundred and twenty-five (125) feet;

g. Lot coverage. The maximum lot coverage shall be eighty percent (80%);

h. Height. The maximum height shall be thirty-five (35) feet as defined in Section 84-4 of the Marlboro Land Use Ordinance and a maximum of three (3) stories.

E. Affirmative devices requirements. All the requirements contained in §84-48A of this chapter shall apply in the MFD-III Zone, except that the set-aside for affordable units shall be provided as follows:

1. Development of the MFD-III Zone must presumptively provide for fifty (50) rental units of housing for affordable to low and moderate-income households as defined by the New Jersey Council on Affordable Housing and/or the United States Department of Housing and Urban Development, as may be applicable under prevailing law.

F. Permitted accessory uses. All those uses contained in §84-48C (MFD) of this chapter shall apply in the MFD-III Zone.

[Revised: 08/04/06:1]

The WEINGARTEN LAW FIRM, LLC
Attorneys at Law

Sheryl A. Weingarten
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*Charles R. Sheard**
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Of Counsel
Douglas K. Wolfson
Richard D. Wilkinson

**admitted in NY only*

March 18, 2019

Louis N. Rainone, Esq.
Rainone Coughlin Minchello
555 U.S. One South, Suite 440
Iselin, New Jersey 08830

Re: M&M 483 Route 79 Ph II, LLC
Block 122, Lot 27.04

Dear Mr. Rainone:

As a follow up to our conversation and your discussions with Douglas Wolfson, Esq., my client has proposed that Block 122, Lot 27.04 be included in the Township's affordable housing plan. My client is proposing 160 market rate units, and 40 affordable family rental units (200 units total).

If you need any further information, please let me know.

Very truly yours,

THE WEINGARTEN LAW FIRM, LLC


Kevin G. Boris

cc: Jack Morris
Douglas K. Wolfson, Esq.

Signed in
Counterpart by
Weitz-Kahane

SETTLEMENT AGREEMENT

This Settlement Agreement (hereinafter, the "Agreement") is made by, between, and among the Township of Marlboro (hereinafter, the "Township"), the governing body of the Township (hereinafter, "Township Council"), The Planning Board of Marlboro (hereinafter, the "Planning Board") and Ashbel Associates, L.L.C (hereinafter "Ashbel"); Pallu Associates, L.L.C. (hereinafter "Pallu"); Elon Associates, LLC (hereinafter "Elon"); Great River Corp. (hereinafter "Great River"); Gihon Associates, L.L.C. (hereinafter "Gihon"); and Windridge Manor, LLC (hereinafter "Windridge Manor"), with their principal business addresses at 811 Amboy Avenue, Suite E, Edison, New Jersey 08837 (hereinafter, Ashbel, Pallu, Great River, Gihon, and Windridge Manor shall be known collectively as "Developer") (hereinafter, the Township, Township Council, the Planning Board, and Developer shall sometimes collectively be referred to as the "Parties"; and hereinafter the Township, Township Council and Planning Board shall sometimes be collectively referred to as the "Township Parties").

RECITALS

WHEREAS, the Township is a municipality in the State of New Jersey;

WHEREAS, Ashbel, Pallu, Gihon, Elon, and Windridge Manor are New Jersey limited liability companies and Great River is a New Jersey corporation;

WHEREAS, Pallu is the owner of properties located in the Township designated as Block 146, Lots 25 & 26, an area encompassing about thirty-six (36) acres of land (hereinafter, the "Pallu Site");

WHEREAS, Pallu is also the owner of properties located on Union Hill Road in the Township designated as Block 299, Lot 33, an area encompassing about twelve (12) acres of land (hereinafter, the "Union Hill Road Site" and historically identified as "Site 3"), and property

located on Tennent Road in the Township designated as Block 267, Lots 36 & 37, an area encompassing about nine (9) acres (hereinafter, the "Tennent Road Site" and historically identified as "Site 4");

WHEREAS, Elon is the former owner of the Union Hill Road Site and the Tennent Road Site, having transferred title to Pallu by Deed dated April 3, 2019;

WHEREAS, Great River is the owner of property located in the Township designated as Block 146, Lot 21 (the "Great River Site") which shall not be rezoned and shall be retained by Great River;

WHEREAS, Gihon is the owner of property located in the Township designated as Block 146, Lot 23 (the "Gihon Site") which shall not be rezoned and shall be retained by Gihon;

WHEREAS, the Pallu Site, the Great River Site and the Gihon Site have collectively been identified historically as "Site 9B";

WHEREAS, Ashbel is the owner of property located on Texas and Greenwood Road in the Township designated as Block 103, Lot 12 and Block 119, Lot 16, an area encompassing about sixty-five (65) acres of land (hereinafter, "the Ashbel Site");

WHEREAS, the Ashbel Site has been identified historically as "Site 9A";

WHEREAS, Windridge Manor is the owner of property located on Highway 79 in the Township designated as Block 207, Lot 5, an area encompassing about eighteen (18) acres (hereinafter "the Windridge Site" and historically identified as "Site 5") which shall not be rezoned and shall be retained by Windridge Manor;

WHEREAS, without the affordable housing obligation required by applicable law and imposed upon the Township by the Court, the Township would not consider the development of

the Pallu Site (formerly part of Site 9B) and the Ashbel Site (formerly Site 9A) as contemplated by this Agreement;

WHEREAS, the Township and Ashbel, Pallu, Great River, and Gihon had previously agreed in agreements dated December 7, 2000 and February 1, 2005 to re-zone certain properties located near Greenwood Road more specifically known and designated as Block 103, Lot 12 and Block 119, Lot 16 to permit the construction of a total of 147 senior housing units, consisting of 126 market value senior units and 21 on-site affordable housing senior units, as well as to re-zone certain properties located near Falson Lane, more specifically known and designated as Block 146, Lots 25 and 26 to permit the construction of a total of 199 housing units, consisting of 172 market value townhouse units/patio home and 27 on-site affordable multi-family condominiums;

WHEREAS, Developer filed a Builder's Remedy action against the Township regarding the Pallu Site, Ashbel Site, Great River Site, Gihon Site, Tennent Road Site, Union Hill Road Site and Windridge Site captioned, Ashbel Associates, LLC, et al. v. Township of Marlboro, et al., Docket No. MON-L-3069-15 (formerly Docket No. 004670-10) (hereinafter, the "Builder's Remedy Action") and also has claims in a declaratory judgment action captioned, In the Matter of the Application of the Township of Marlboro, Monmouth County, New Jersey For a Declaratory Judgment, Docket No. MON-L-2121-15 (hereinafter "Township Declaratory Judgment Action");

WHEREAS, pursuant to applicable law the Township intends to prepare a Housing Element and Fair Share Plan (hereinafter "Affordable Housing Plan"), that will be adopted by the Planning Board, endorsed by the Township Council, and submitted to the Superior Court of New Jersey (hereinafter, the "Court") for review and approval;

WHEREAS, the Township and the Fair Share Housing Center (hereinafter "FSHC") have agreed and executed a settlement agreement dated January 9, 2019, (hereinafter the "Township's FSHC Settlement") that confirms FSHC's agreement that the Township satisfies its obligations under the Mount Laurel doctrine and the Fair Housing Act of 1985, N.J.S.A. 52:27D-301 et seq., for the Prior Round (1987-1999) and Third Round (1999-2025), through the adoption of the Affordable Housing Plan and through the implementation of the Affordable Housing Plan and Township's FSHC Settlement;

WHEREAS, in consideration for the settlement of Developer's claims in the Builder's Remedy Action and the Township Declaratory Judgment Action, and as required by applicable affordable housing law, the Affordable Housing Plan will include the Ashbel Site and the Pallu Site as inclusionary developments with a density of not less than 507 total units with twenty (20%) percent of the total units being set aside as Affordable units and with at least thirteen (13%) percent of those Affordable units being very low income units;

WHEREAS, Developer intends to develop the Ashbel Site and the Pallu Site as inclusionary developments of 507 residential units, 20% of which are affordable rental apartments as shown on the plan entitled "Conceptual Site Plan A – Block 146, Lot 25 & 26", prepared by Dynamic Engineering Associates, PC and revised to 4/1/19 ("Concept Plan A – Pallu Site") attached and made a part hereof as **Exhibit A** and plan entitled "Conceptual Site Plan B – Block 116, Lot 16", prepared by Dynamic Engineering Associates, PC and revised to 4/1/19 ("Concept Plan B – Ashbel Site") attached and made a part hereof as **Exhibit B** (each an "Inclusionary Development" and collectively the "Inclusionary Developments");

WHEREAS, the Windridge Site is not proposed for an inclusionary development rezoning and will be retained by its current owners with its current zoning;

WHEREAS, the Union Hill Road Site shall be donated to the Township for the purposes of either open space or other municipal non-housing use upon the grant of unappealable final major site plan approval by the Planning Board and the expiration of the 45-day appeal period, and the ability to obtain building permits, for both the Pallu Site and the Ashbel Site;

WHEREAS, the Tennent Road Site shall be donated to the Township for the purposes of either open space or other municipal non-housing uses upon the grant of unappealable final major site plan approval by the Planning Board and the expiration of the 45-day appeal period, and the ability to obtain building permits, for both the Pallu Site and the Ashbel Site;

WHEREAS, as directed by the Court, the adoption of the Affordable Housing Plan and the settlement of Developer Builder's Remedy Action will be submitted to the Court Appointed Special Master and the Court for approval and, in consideration for the settlement of the Builder's Remedy action and as required by applicable affordable housing law;

WHEREAS, to ensure that the Inclusionary Development generates affordable housing credits to be applied to the Township's affordable housing obligations, the affordable units within the Inclusionary Development shall be developed in accordance with the Uniform Housing Affordability Controls, N.J.A.C. 5:80-26.1 et seq. ("UHAC") and shall be deed restricted for a period of at least 30 years;

WHEREAS, the Parties wish to enter into this Agreement, setting forth the terms, conditions, responsibilities and obligations of the Parties, and seek the Court's approval of this Agreement; and

NOW, THEREFORE, in consideration of the promises, the mutual obligations contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby

acknowledged by each of the Parties, the Parties hereto, each binding itself, its successors and assigns, do hereby covenant and agree, each with the other, as follows:

I. TERMS AND CONDITIONS.

A. The purpose of this Agreement is to settle the Developer's Builder's Remedy Action and to create a realistic opportunity for the construction of the Inclusionary Developments as required by applicable law and to generate affordable housing credits for the Township to apply to any Round 2 and/or Round 3 affordable housing obligations assigned to it. The Inclusionary Developments shall be substantially consistent with the Concept Plans, attached hereto and made a part hereof as **Exhibit A** and **Exhibit B**, which have been reviewed and approved by the Township Parties and the Township Parties' professionals. The Township Parties and the Developer acknowledge and agree that the Concept Plans are conceptual and are subject to reasonable modifications as a result of final engineering and Planning Board review.

B. The Township will seek Court approval by way of a "Fairness Hearing," of its Second and Third Round plans and will include in the plan a rezoning of the Ashbel Site and the Pallu Site to allow for the construction of the Inclusionary Developments collectively having a total of 507 units consistent with the attached Exhibit A (Concept Plan A – Pallu Site) and Exhibit B (Concept Plan B – Ashbel Site) and the "Rezoning Ordinance" as such term is defined below.

C. In the event of any legal challenges to the Court's approval of this Agreement, or the Rezoning Ordinance (as such term is herein defined), the Parties must diligently defend any such challenge and shall cooperate with each other regarding said defense. In addition, if any such challenge results in a judicially imposed reduction of the number of units or invalidates the Rezoning Ordinance that is the subject of this Agreement, the Parties must negotiate in good faith

with the intent to draft a mutually-acceptable amended agreement reasonably consistent with this Agreement and the Rezoning Ordinance that would pass judicial scrutiny.

II. **DEVELOPER'S OBLIGATIONS.** Developer shall have an obligation to deed-restrict twenty percent (20%) of the residential units in the Inclusionary Developments as very low, low, and moderate-income affordable units in accordance with the percentages required by UHAC (except that in lieu of 10% of affordable units being required to be at 35% of median income, 13% of affordable units in this project shall be required to be at 30% of median income), the applicable affordable housing regulations, any applicable order of the Court, and other applicable laws. The aforesaid twenty (20%) percent affordable housing set aside shall be the Developer's sole obligation with regard to affordable housing and Developer shall not be required to make any monetary contributions toward affordable housing.

A. In addition, the affordable units shall remain affordable rental units for a period of not less than thirty (30) years until released by the Township in accordance with UHAC guidelines ("Deed-Restriction Period") so that the Township may count the units against its obligations to provide rental housing in this or future rounds. This obligation includes, but is not limited to, the obligation to comply with the bedroom distribution requirements, very low/low/moderate income split requirements, pricing requirements, affirmative marketing requirements, candidate qualification and screening requirements and deed restriction requirements.

B. The phasing in accordance with N.J.A.C. 5:93-5.6(d) of the affordable housing units shall be in compliance with COAH's Round Two substantive regulations, N.J.A.C. 5:93, which the Parties believe will govern the issue, or as approved by the Special Master of the Court and the Court.

C. Developer shall have the option to self-administer the rental of the affordable units or shall contract with an experienced administrative agent (“Administrative Agent”) for the rental administration of the affordable units. In either case, Developer shall have the obligation to pay all costs associated with properly deed restricting the affordable units in accordance with UHAC and other applicable laws for the Deed-Restriction Period.

D. The Parties agree that the affordable units are to be included in the Affordable Housing Plan to be approved and credited by the Court, and will be counted toward the Township’s Round 2 and/or Round 3 affordable housing obligation.

E. Upon written notice, Developer shall provide detailed information requested by the Township, or the Township’s Administrative Agent, specifically related to and concerning Developer’s compliance with UHAC and other applicable laws.

F. **Obligation Not To Oppose Township’s Application for Approval of its Affordable Housing Plan:** As it pertains to the Ashbel Site, Pallu Site, Great River Site, Gihon Site, Union Hill Road Site, Tennent Road Site, and Windridge Site, Developer shall not directly or indirectly oppose or undertake any action to interfere with the Court’s approval and/or implementation of the Affordable Housing Plan or the Township FSHC Settlement, as it may be amended in any form, unless the Affordable Housing Plan impairs or deprives any of Developer’s rights as granted hereunder or unless any other defendants herein or interested parties undertake any action to obstruct, impede, or challenge Developer’s inclusion of the rezoning of Developer’s property or otherwise oppose, challenge, or appeal any approvals needed to develop the Inclusionary Developments on the Ashbel Site and Pallu Site consistent with this Agreement.

G. **No Obligation to Continue to Participate in the Builder’s Remedy Action:** Developer shall have no obligation to continue to participate in the Builder’s Remedy Action,

Township's Declaratory Judgment Action, or Affordable Housing Trust Fund Action but may at its option participate as provided in **Section II-F** of this Agreement.

H. FSHC's Attorney's Fees: Developer shall pay two-sevenths (2/7) of the FSHC's attorney's fees (i.e. \$21,428.57) pursuant to the Township's FSHC Settlement due within thirty (30) days of the Court's approval of the Township's FSHC Settlement pursuant to a duly-noticed fairness hearing.

I. Delivery of Conveyance Documents: Developer shall deliver to the Township executed copies of all Deeds, Seller's Residency Affidavits, Affidavits of Consideration, Affidavits of Title, and any other documentation necessary for the conveyance of the Union Hill Road Site and the Tennent Road Site to the Township upon the adoption of the rezoning of the Ashbel Site and the Pallu Site, which documents shall be held in escrow by the Township Attorney until the grant of final major site plan approval by the Planning Board and the expiration of the 45-day appeal period, and the ability to obtain building permits, for both the Pallu Site and the Ashbel Site.

III. THE TOWNSHIP'S OBLIGATIONS.

A. The Rezoning Ordinance: Following the approval of the Townships 2nd and 3rd round plan by the Court at a Fairness Hearing on the Fair Share Housing Center Settlement Agreement (and without the need for a final judgment of compliance), the Township Council shall in conformance with the Court's order introduce an ordinance and refer said ordinance to the Planning Board (hereinafter the "Rezoning Ordinance"), consistent with the attached Concept Plan A – Pallu Site and Concept Plan B – Ashbel Site, which Rezoning Ordinance shall allow for the development of the Ashbel Site and the Pallu Site and the construction of 507 total units

between the Ashbel Site and the Pallu Site, of which twenty percent (20%) shall be set aside for affordable housing. Although it is the Developer's intent to construct the Inclusionary Developments in substantial conformance with the Concept Plans attached hereto as Exhibit A and Exhibit B, the Parties recognize that the Inclusionary Developments are not fully engineered. The Township recognizes that, after the Inclusionary Developments are fully engineered, Developer may need to move the location of certain buildings within each of the Pallu Site and the Ashbel Site or potentially between the Pallu Site and the Ashbel Site. The Rezoning Ordinance shall permit such relocation of buildings, if necessary, provided that any such relocation results in the construction of 507 total units between the Ashbel Site and the Pallu Site. The Rezoning Ordinance will indicate that the twenty percent (20%) set-aside will be constructed in accordance with all applicable UHAC and COAH regulations and the terms of this Agreement. Upon introduction of the Rezoning Ordinance, the Township Council shall refer the Rezoning Ordinance to the Planning Board for review and recommendation at the next Planning Board meeting as provided by the Municipal Land Use Law, N.J.S.A. 40:55D- 1, et, seq. In the event that the Township Parties fail to adopt the Rezoning Ordinance, Developer may seek the relief set forth in **Section V** herein or go back to the Court for further relief and resume its role as Intervenor in the Township's Declaratory Judgment Action and reinstate the Builder's Remedy Action in order to pursue the claims made therein.

B. Representation regarding Sufficiency of Water and Sewer: Developer will be required to coordinate with the Western Monmouth Utilities Authority ("WMUA") and/or the Bayshore Regional Sewerage Authority ("BRSA"), the County of Monmouth ("Monmouth County"), the State of New Jersey Department of Environmental Protection ("DEP") to obtain approvals for sewer capacity/connections and inclusion in the Monmouth County Sewer Service

Area and/or in any other requisite sewer service area for the entirety of the Ashbel Site and the Pallu Site. Developer may also be required to coordinate with the Gordon's Corner Water Company ("GCW") and/or other utility companies for water capacity and connections. The Township Parties represent that they will support Developer and cooperate with good faith efforts regarding Developer's applications to the WMUA, BRSA, Monmouth County, DEP, GCW, and any other entity or authority having jurisdiction for sewer and water capacity, conveyancing, treatment and/or connections, and for ensuring the inclusion of all of the Ashbel Site and the Pallu Site in the Monmouth County Sewer Service Area and/or any other sewer service areas as applicable. Upon execution of this Agreement, Developer and the Township shall notify all of the above entities of the execution of this Agreement and request the respective entities reserve capacity for the Inclusionary Developments contemplated by this Agreement. Within the time prescribed by the Court after a Fairness Hearing, the Township Council shall adopt a resolution endorsing and recommending the inclusion of all of the Ashbel Site and the Pallu Site in the Monmouth County Sewer Service Area and/or any other sewer service areas as applicable.

C. Obligation To Cooperate: The Township Parties acknowledge that in order for Developer to construct its Inclusionary Developments, the Township Parties will be required to cooperate with the Developer in connection with the Developer's efforts to obtain any and all necessary and applicable agreements, approvals, and permits from all relevant public entities and utilities; such as, by way of example only, the Township, the Planning Board, the County of Monmouth, the Monmouth County Planning Board, the Freehold Soil Conservation District, the New Jersey Department of Environmental Protection, the New Jersey Department of Transportation.

IV. THE PLANNING BOARD'S OBLIGATIONS.

A. Obligation to Rezone the Property: After the introduction of the Rezoning Ordinance and at the next Planning Board meeting following the referral from the Township Council to the Planning Board referenced in Sections I-B and III-A, the Planning Board shall make its recommendation to the Township.

B. (a) Obligation to Process Developer's Development Applications with Reasonable Diligence. In accordance with N.J.A.C. 5:93-10(b), the Planning Board shall cooperate in granting all reasonable waivers, variances and/or de minimis exceptions that are necessary to develop the Ashbel Site and the Pallu Site as contemplated by this Agreement. In the event of any appeal of the Court approval of this Agreement, or, as applicable, the Rezoning Ordinance, the Board shall process and take action on any development application by Developer for the Ashbel Site and the Pallu Site, which decision may be conditioned upon the outcome of any pending appeal. Further, Developer shall have the right to request special meetings at Developer's sole cost and expense.

(b) Pallu Site and Ashbel Site.

1. The Township and the Planning Board agree to review and adjudicate the aforementioned applications notwithstanding that any other Federal, State, County, or other agency approvals or permits may be required for development of the Pallu Site and the Ashbel Site, and where appropriate will grant such municipal approvals subject to any such applicable agency approvals.

2. As set forth in the zoning table on the Concept Plans, the Rezoning Ordinance shall permit Developer to deviate five feet (5') from all Building Separation requirements.

C. Obligation to Refrain From Imposing Cost-Generative Requirements: The Planning Board recognizes that this Agreement, and, as applicable, the Rezoning Ordinance all contemplate the development of an “inclusionary development” within the meaning of the Mount Laurel doctrine, and Developer shall be entitled to any benefits, protections, and obligations afforded to developers of inclusionary developments, and as such shall refrain from imposing cost generative requirements. To the extent any Township Ordinance(s) imposes such cost generative requirements in connection with Developer’s application for development, Developer shall seek a waiver of those requirements from the Township and/or Planning Board, which is obligated to act in accordance with paragraph IV(B)(a) of this agreement.

V. DEFAULT.

A. Default with Respect to the Township: Default with respect to the Township Parties shall be defined as the Township Parties’ failure to: (i) adopt the Rezoning Ordinance without a successful appeal thereof; (ii) failure to approve Developer’s application for development if said application conforms to the terms of this Agreement and the Rezoning Ordinance; (iii) grant an approval of the application for development with conditions that: (a) contradict the terms of this Agreement or the Rezoning Ordinance; or (b) are unacceptable to Developer in its sole discretion; and/or (iv) the failure to satisfy any obligation of the Township Parties set forth in this Agreement. The Township shall be considered in Default of this Agreement if, subject to the terms of this Agreement, after written Notice of Default delivered to counsel for the Township Parties, the Township Parties have not cured any default within ten (10) business days or at the next regularly scheduled meeting of the Township Council or the Planning Board, whichever is later. In the event the Township Parties are in default, Developer may apply to the

Superior Court of New Jersey, Monmouth Vicinage to the judge assigned to handle Mt. Laurel matters for the Monmouth Vicinage, by motion for an Order directing the Township to immediately take whatever action is necessary to comply with the terms of the Agreement, including but not limited to enacting the Rezoning Ordinance, or issue to Developer the Township Parties governmental approvals for the Ashbel Site and the Pallu Site consistent with the Rezoning Ordinance.

B. Default with Respect to Developer: If Developer should default on any of the agreed upon terms and conditions of this Agreement, the Township will have the right to apply to the Court to enforce whichever term or condition has been violated. Default shall include, but not be limited to, the submission of a plan for approval that exceeds the agreed upon unit count or reduces the number of affordable units (unless said reduction of the affordable units is proportionately consistent with a reduction on the market rate units such that a 20% set-aside is maintained) to be provided. Developer shall be considered in Default of this Agreement if, after written Notice of Default has been delivered to counsel for Developer, and Developer has not cured any default within forty-five (45) business days.

VI. RELEASES.

A. Developer's Release to the Township: Once the operative terms of this Agreement have been completed and the Township has granted all municipal approvals, and has cooperated fully in the pursuit of any other governmental approvals requiring the Township to be the applicant or requiring the Township's cooperation or consent as may be necessary to begin construction, and after all rights of appeals from any and all approvals has expired without an appeal having been taken, or if an appeal has been taken, any and all appeals have been resolved

finally to the satisfaction of Developer, Developer hereby fully and forever releases and discharges the Township and their respective past, present, and future council members, planning board members, and any and all other elected officials from any and all claims asserted and that could have been asserted, including, but not limited to violations of any municipal ordinances, whether known or unknown, suspected or unsuspected based on any legal or equitable theory of recovery, in any way arising out of, growing out of, or resulting from the Builder's Remedy Action and Township's Declaratory Judgment Action from the beginning of time in perpetuity. Upon ten (10) business days from the execution of this Agreement, Developer shall execute and deliver stipulations of dismissal with prejudice of the pending Developer Builder's Remedy Action and Developer's claims in the Township's Declaratory Judgment with such stipulations of dismissal with prejudice to be held in escrow by the Township Attorney and be filed upon the earlier of: (a) two (2) years from the adoption of the Rezoning Ordinance with no appeals or challenges being filed (provided however that the Township Parties are no in default of this Agreement and provided however the Ashbel Site and Pallu Site are both within the relevant sewer service areas; or (b) or the issuance of all applicable governmental approvals for the Inclusionary Development and the expiration of all applicable appeal periods with no appeals or challenges being filed. The aforementioned stipulations of dismissal with prejudice and waivers of rights to refile or relitigate the issues described above shall apply to all the properties owned by Developer subject to this Agreement (i.e. the Ashbel Site, Pallu Site, Gihon Site, Great River Site, Union Hill Road Site, Tennent Road Site and Windridge Site) and shall be incorporated into deed restrictions or covenants that will run with the land with respect to each property, except that any such deed restrictions or covenants for the Windridge Site, Gihon Site and Great River Site shall only apply

through the year 2025 or the expiration of the Township's 3rd round plan approval, whichever is later.

B. Release Does Not Extend to Obligations Under This Agreement:

The release set forth above in Section VI-A is not intended to, and shall not, extend to or otherwise release or discharge any rights, privileges, benefits, duties, or obligations of any of the Parties by reason of, or otherwise arising under this Agreement.

VII. PROVISIONS REGARDING THE UNION HILL ROAD SITE & THE TENNENT ROAD SITE

A. Property to be Donated: The real property to be donated as previously stated in this Agreement is known as Lot 33 in Block 299 (the Union Hill Road Site formerly known as Site 3) and Lots 36 and 37 in Block 267 (the Tennent Road Site formerly known as Site 4) (collectively, the "Donation Sites") as shown on the official tax map of the Township of Marlboro, State of New Jersey. The Union Hill Road Site and Tennent Road Site consist of all the land, buildings, and fixtures permanently attached to the land, as well as all of Developer's respective right, title, and interest relating to such lands, including but not limited to any easements, rights of way or use licenses, permits and rights to same belonging to or appurtenant to the Donation Sites; any strips or gores of land adjoining the Donation Sites, all mineral, oil, and gas rights and profits, water rights and subterranean rights; all sewer and utility rights allocated to the Donation Sites and the improvements thereon; all right, title, and interest of Developer pertaining to the Donation Sites and in and to any roads, streets and ways, public or private, serving the Donation Sites and appurtenances to the Donation Sites; all right title and interest of Developer in and to any land lying in the bed of any street, road, avenue, lane or right of way in front of, adjoining or adjacent

to the Donation Sites. The Donation Sites are more fully described on the metes and bounds descriptions attached hereto and made a part hereof referred to as Exhibit "D" and "E", respectively.

B. Developer's Representations regarding the Physical Condition of Site 3 & 4:

(a) Township shall have ninety (90) business days (the "Due Diligence Period") from the date of execution of this Agreement to conduct any and all inspections of the Donation Sites and to complete any due diligence in connection therewith, including, without limitation, title, flood, tidelands, zoning investigation, structural investigation, soil test, and Phase I environmental investigation. Developer hereby grants to the Township, its employees, agents, consultants and contractors, the right to enter onto the Donation Sites upon at least twenty-hour hours' prior notice to Developer, for the purpose of any and all inspections of the Donation Sites. If the Township enters onto the Donation Sites to conduct such inspections and/or due diligence activities, the Township agrees to leave the Donation Sites in the same condition as when the Township first entered onto the Donation Sites to conduct such activities. If, during the Due Diligence Period, Township discovers an environmental condition on the Donation Sites, then Township shall have the right to not take title to the Donation Sites by delivery to Developer of a notice of nonelection. If the results of the Phase I warrant further investigation and the Parties cannot agree to extend the Due Diligence Period, then Township shall have the right to not take title to the Donation Sites. If the Township elects to not take title to either or both of the Donation Sites, neither party shall have any further right or liability with respect to the Donation Sites and the Donation Site shall be retained by their current owner with its current zoning. If Township does not deliver a notice of nonelection to Developer, this Agreement shall be deemed effective except that Developer must convey good and marketable title to Township at the Closing.

Notwithstanding, the Township shall have the absolute right to not take title to either or both of the Donation Sites prior to expiration of the Due Diligence Period. If the Township elects not to take title to either or both of the Donation Sites, the remainder of this Agreement remains in full force and effect, including any and all provisions regarding the development of the Ashbel Site and Pallu Site for the Inclusionary Developments.

(i) Township shall indemnify and hold Developer harmless from and against any claims for injuries to persons or property or other liability arising out of or related to Township's activities on the Donation Sites including: (1) any claims for judgments against Developer; or (2) physical damages to the Donation Sites, caused by Township, its employees, agents, consultants and/or contractors acts or omissions while on the Donation Sites prior to closing unless such claims or liability results from the negligence or willful misconduct of Developer or its employees, agents, consultants and/or contractors.

(ii) To the extent same are within Developer's possession or control, Developer will provide Township the following documents including, but not limited to copies of all maps, surveys, metes and bounds descriptions, certificates of occupancy, title reports, environmental or structural reports, and notices from governmental agencies.

(b) To the best of Developer's knowledge, Developer hereby represents the following:

(i) During Developer's ownership of the Donation Sites, and to the best of its knowledge regarding any previous ownership of the Donation Sites, there has been no contamination discharge, spillage, controlled loss, seepage or filtration (an "Environmental Event") of any pollutants, contaminants, oil, petroleum, petroleum products, chemical liquids or solids, liquid or gaseous products or any hazardous waste or hazardous substance, ("Environmental

Substance") as those terms are used in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, New Jersey Underground Storage Tank Act, ISRA, the New Jersey Spill Compensation and Control Act, the Superfund Amendment and Reauthorization Act, the Resource Conservations and Recovery Act, the Federal Water Pollution Control Act, the Clean Water Act, the Clean Air Act, the New Jersey Solid Waste Management Act, the New Jersey Freshwater Wetlands Protection Act, the New Jersey Coastal Wetlands Protection Act, the New Jersey Coastal Areas Facilities Review Act, or in any other federal, state or local law governing hazardous substances, as such laws may be amended from time to time (collectively, the "Environmental Laws") at, upon, under or within the Donation Sites, or, to the best of Developer's knowledge, any contiguous real estate.

(ii) Developer has not caused or to their knowledge permitted to occur, and shall not permit to exist, any conditions on the Donation Sites which may cause a Hazardous Event at, upon, under or within the Donation Sites or on any contiguous real estate.

(iii) Developer, to the best of their knowledge, nor any other party has been, is or will be involved in operations at or adjacent to the Donation Sites which operations could lead to: (i) the imposition of liability on Developer, Township, or any other subsequent or former of the Donation Sites under the Environmental Laws or any other similar laws or regulations; or (ii) the creation of a lien on the Donation Sites under the Environmental Laws or under any similar laws or regulations.

(iv) Developer, to the best of their knowledge, has not knowingly permitted any person or entity to engage in any activity on the Donation Sites that could lead to the imposition of liability under the Environmental Laws on any such person or entity, or on Developer or Township.

(v) Developer, to the best of their knowledge, hereby represents to the best of Developer's knowledge and belief that there are no underground oil tanks on the premises.

(vi) Developer, to the best of their knowledge, hereby represents that there are no septic tanks on the Donation Sites.

(vii) Should either of the Donation Sites prove to be a contaminated property under the Environmental Laws, the Township shall have the option, in its sole discretion, to not take title to either or both of the Donation Sites.

C. Evidence of Title.

(a) Within ninety (90) business days from the date of execution of this Agreement, Township shall have the right to obtain a Survey (as hereinafter defined). Township shall also obtain a commitment ("Commitment") issued by a title insurance company (the "Title Company") of the Township's choice for the issuance of an owner's fee policy of title insurance, which Commitment shows title in Developer free and clear of all liens and encumbrances except: (i) those created by or expressly herein required to be assumed by Township; (ii) those specifically set forth in this Agreement; (iii) zoning ordinances; (iv) general and special real estate taxes and assessments that are a lien on the date of Closing, but are not yet due and payable; (v) a state of facts as shown on a Survey (as defined) of Site 3 and Site 4, provided such facts do not unreasonably or materially interfere with the intended reasonable use of Site 3 and Site 4; and (vi) the rights of utility companies to maintain pipes, poles, cables and wires over, on and under the street, the part of Site 3 and Site 4 next to the street or running to any building or improvement on Site 3 and Site 4.

As used herein, "Survey" means a plat or survey of Site 3 and Site 4 depicting the boundaries of Site 3 and Site 4 and any rights of way, improvements, easements or servitudes affecting Site 3 and Site 4 and shall be prepared by a reputable surveyor or surveying firm, licensed in the State of New Jersey.

If and to the extent Township's title commitment shows exceptions other than as permitted above, Township shall give written notice of said items to Developer within ten (10) business days of receipt of the title insurance binder and shall afford Developer a reasonable period within which to cure said items to satisfaction of Township's title insurance company. If Developer is unable to cure said items within thirty (30) business days, Developer or the Township shall have the right to not convey or to not take either or both of the Donation Sites by written notice to the other party. Except for such items as to which Township has objected in the aforesaid notice, Township shall be deemed to have approved the state of the Developer's title.

(b) Developer hereby covenants that on the Closing Date there shall have been no change in the condition of title as approved by Township on receipt of its title commitment. Developer agrees to deliver marketable title, insurable at regular rates by a Title Company licensed to conduct business in the State of New Jersey.

(c) If defects in title not previously waived in writing by Township appear at Closing for the first time, Township may adjourn the Closing Date.

D. Transfer of Ownership. Upon approval of the Township's Affordable Housing Settlement by the court as contemplated in Section I-B of this Agreement, the Developer shall provide to the Township (or to Township's legal representative) in recordable form to be held in escrow by the Township Attorney and recorded by the Township upon the Closing Date (as defined in Section VII-G) all documents necessary for the transfer of the Donation Sites to the Township

plus any additional closing documents as deemed necessary by the Township's title company including, but not limited to a properly executed Bargain and Sale Deed with Covenants as to Grantor's Acts, an Affidavit of Title, Affidavit of Consideration, Seller's Residency/Non-Residency Certification, FIRPTA Affidavit, Corporate formation documents and Resolutions, Certificates of Good Standing and Certificates of Incorporation Trust Documents, and a Covenant not to institute a Builder's Remedy lawsuit. Developer shall not have to provide any certificate of occupancy or other municipal permit at closing. In the event the Township elects not to take title of either or both of the Donation Sites, then the Township Attorney shall immediately upon such election return to the Developer all original Seller conveyancing documents for one or both of the Donation Sites, as applicable. In the event the Township takes title to either or both of the Donation Sites, at closing the Township shall execute a deed restriction, covenant or other recordable instrument limiting the use of the Donation Sites to either open space or other municipal non-housing uses and prohibiting any and all residential or commercial development, which restrictions shall run with the land in perpetuity.

E. Representations.

Developer represents to Township as follows:

(a) Developer has full capacity and authority to enter into this Agreement and to consummate the transactions contemplated hereby. This Agreement and all agreements, instruments and documents necessary or desirable to consummate the transactions contemplated hereby to be executed by Developer on or before the Closing Date will be duly authorized, executed and delivered by, and binding upon, Developer. Each of Developer's corporate parties represents and warrants that (i) it is duly organized and existing in good standing under the laws of the State of New Jersey, (ii) it has taken all necessary corporate and internal legal actions to

duly approve the making and performance of this Agreement and that no further corporate or internal approval is necessary, and (iii) the making and performance of this Agreement will not violate any provision of Developer's corporate parties' articles of incorporation, charter, or by-laws.

(b) Developer has obtained or will obtain all consents and permissions relating to the transactions contemplated hereby and required under any covenant, agreement, encumbrance, law, or regulation to transfer title as set forth in this Agreement and to perform its obligations hereunder. Developer will not have to obtain a certificate of occupancy or other municipal permit to close.

(c) The execution and delivery of this Agreement and performance of the obligations set forth in this Agreement: (i) shall not be a breach or violation of any agreement to which Developer is a party and Developer has obtained the necessary approvals for the execution and performance of same; and (ii) does not conflict with any agreement, indenture or other instrument, order, judgment, injunction, award or decree of any governmental body, administrative agency, court, law, rule or regulation affecting Developer or by which Developer or any of Developer's assets or properties is or are bound.

(d) There are no leases, tenancies, licenses or other rights of occupancy or use for any portion of the Donation Sites, except for a lease in connection with the existing single-family home on the Union Hill Road Site. Developer shall deliver the Donation Sites to the Township free and clear of all tenancies.

(e) Further Contracts. Up to the time of Closing, Developer will not enter into any further agreements, contracts, leases or otherwise without Township's prior written approval,

except Developer may enter into a lease for the single-family home located on the Union Hill Road Site for a term not to exceed one (1) year.

(f) Maintenance of Property. Up to the time of Closing, Developer shall maintain the Donation Sites in good operating repair and condition; however, since the Township will be demolishing any structures on the Donation Sites, Developer shall not be responsible for any structural damage on the Donation Sites.

(g) Change in Facts or Circumstances. If, prior to Closing, Developer becomes aware of any fact or circumstance which would make any Representation contained in this Agreement inaccurate, Developer shall promptly notify the Township in writing of such fact or circumstance.

(h) Developer has received no notice, and has no knowledge, that Site 3 and/or Site 4 is in violation of any Environmental Laws, and to Developer's knowledge there are no underground storage tanks on either of the Donation Sites. Developer further repeats and restates the representations set forth in **Section VII-B (b)** of this Agreement. To the Developer's knowledge, there are no septic tank(s) or above ground oil tank(s) on either of the Donation Sites.

(i) Developer has received no notices of assessments for public improvements levied against the Donation Sites which remain unpaid from any agency besides the municipality which affirms there are no pending assessments.

(j) Developer has no notice and no knowledge of any pending condemnation or eminent domain proceedings which would affect all or any portion of the Donation Sites by any agency.

(k) There is no action, suit, or proceeding pending, or, to Developer's knowledge, threatened against or affecting the Donation Sites or any portion thereof in any court

or before or by any Federal, State, County or Municipal department, commission, board, bureau or agency or other governmental instrumentality outside of the litigation referenced in this Agreement.

(l) Developer has no knowledge of any violations or other notices issued by any or all governmental and quasi-governmental authorities against themselves or either of the Donation Sites.

(m) There are no management, employment, service, equipment, supply, maintenance, water, sewer, or other agreements with respect to or affecting the Donation Sites which will burden the Donation Sites or the Township after closing in any manner whatsoever.

(n) There are no outstanding written or oral agreements of sale, options to purchase, rights of first refusal, leases, ground leases or other documents in effect that may affect Site 3 or Site 4.

(o) Developer not been served with notice of and, to the best of Seller's knowledge, there are no actions, suits, arbitrations or legal or administrative proceedings pending in any court, tribunal, agency or other forum, or threatened, against or affecting the Donation Sites or that would affect the ability of Developer to consummate the transactions by this Agreement or to convey title to the Donation Sites to the Township,

(p) No bankruptcy, insolvency, rearrangement or similar action or proceedings, whether voluntary or involuntary, is pending or threatened against Developer, or to the best of Developer's knowledge, against any partner, member, affiliate or other related entity and Developer has no intention of filing or commencing any such action or proceeding.

(q) Developer is not a foreign person (as such term is defined in Section 1445 of the Internal Revenue Code as by the Foreign Investment in Real Property Tax Act of 1980) and Developer shall provide the Township with a FIRPTA Affidavit.

(r) During the term of this Agreement, Developer shall not further sell, convey, assign or contract to sell, convey, assign, or pledge, all or any part of Donation Sites, nor restrict the use of all or any part of the Donation Sites, nor take or cause to be taken any action in conflict with this Agreement.

(s) Developer represents, to the best of Developer's knowledge, that all documents provided to Township, pursuant to the terms of this Agreement, are authentic copies.

(t) Developer represents that the current use of the Donation Sites does not violate any applicable municipal, county or state zoning law.

The representations contained in this Section VII of this Agreement shall not survive closing of title absent actual fraud and are made to the best of Developer's knowledge, information and belief. Except as may be expressly set forth in this Agreement, the Donation Sites are being sold "AS IS, WHERE IS," without any representation or warranty whatsoever by Developer. Developer does not make any claims or promises about the condition or value of any of the Donation Sites and any implied representation or warranty is hereby expressly disclaimed by Developer. Township acknowledges that its decision to accept the Donation Sites is made in exclusive reliance on its right to inspect the Donation Sites and relies on this inspection and any rights which may be provided for elsewhere in this Agreement.

Without limiting the generality of this, Developer does not make, has not made, and specifically disclaims, any representation or warranty, express or implied (except for the warranty of title as set out in the Deed), regarding: (i) the value, nature, quality or condition of the

Donation Sites, including, without limitation, the water, soil and geology; (ii) the income to be derived from the Property; (iii) the suitability of the Donation Sites for any and all activities and uses which Township may conduct thereon; (iv) any environmental condition (each an "Environmental Condition") at, on, under or about the Donation Sites or compliance or non-compliance of the Donation Sites or any such Environmental Condition relating to environmental laws; (v) zoning to which the Donation Sites or any portion thereof may be subject; or (vi) the potential for future development of the Donation Sites.

Township hereby acknowledges that, except as may be expressly set forth in this Agreement, Township has not relied upon, and will not rely upon, either directly or indirectly, any information, representation or warranty of Developer. Township shall rely solely on its own independent investigation and inspection of the Donation Sites, and shall conduct such inspections and investigations of the Donation Sites as Township deems necessary. Upon Closing, Township shall assume the risk that adverse matters, including, but not limited to, adverse physical and environmental conditions, may not have been revealed by Township's inspections and investigations.

Township represents to Developer as follows:

(a) Township has or will have full capacity and authority to enter into this Agreement and to consummate the transactions contemplated hereby. This Agreement and all agreements, and documents necessary or desirable to consummate the transactions contemplated hereby to be executed by Township are, and on the Closing Date will be, duly authorized, executed and delivered by, and binding upon, Township.

(b) Township has obtained all consent and permissions relating to the transactions contemplated hereby and required under any covenant, agreement, encumbrance, law or regulation to acquire title as set forth in this Agreement and to perform its obligations hereunder.

(c) Neither the execution of this Agreement nor the of the transactions contemplated hereby will constitute a default under any term or provision of any agreement to which Township is a party.

F. Conditions Precedent to Closing.

(a) Township's obligation to take either of the Donation Sites shall be subject to, without limitation, the satisfaction on or before the Closing Date of each of the following conditions precedent:

(i) The Seller delivering title to the Donation Sites in accordance with the provisions hereof and a final examination of title to the Donation Sites shall reveal that no title defects or exceptions exist, except for those set forth in Section VII-C (a) of this Agreement,

(ii) The Developer's Representations herein shall be true and correct in all material respects as of the date of Closing as if made on and as of that date and will not survive the date of Closing absent actual fraud.

(iii) At Closing, there shall be no administrative agency, litigation or governmental proceeding of any kind whatsoever, pending or threatened against Developer, that would materially and adversely affect the Donation Sites prior to or after Closing.

(iv) Developer will withdraw or cause to be withdrawn the litigation mentioned in this Agreement. As mentioned in this Agreement, Developer will execute a Deed Restriction or Restrictive Covenant to run with the land that will bind Developer, their heirs, successors and assigns as to Site 3 and Site 4 (Union Hill Road Site and Tennent Road Site) that

affirms that they will be prohibited from the filing of builders remedy litigation through the year 2025 pertaining to the provision of low and moderate income housing. The covenant shall not extend to the pursuit of litigation related to other zoning issues or development.

Township shall rely on all of its due diligence investigations in determining whether to accept the condition of the premises and the title. Satisfaction of the due diligence investigations and Township's acceptance of same shall be deemed conclusive as to Township's obligation to close title absent a subsequent material change in the premises or the title. If at the time of closing, the premises and title are in substantially the same condition as at the time of satisfaction of the due diligence investigations, title must close. If any defects or objections have arisen which Developer is unwilling to correct, Township's only remedy shall be to not take either or both of the Donation Sites with all of the parties then left in status quo ante.

(b) Developer's obligation to consummate transfer of title to the Donation Sites shall be subject to, without limitation, the satisfaction on or before the Closing Date of the following conditions precedent:

(i) Developer's Representations herein shall be true and correct in all material respects as of the date of Closing as if made on and as of that date.

G. Time and Place of Closing. The "Closing Date" as used herein shall occur with ten (10) days of the grant of unappealable final major site plan approval by the Planning Board and the expiration of the 45-day appeal period, and the ability to obtain building permits, for both the Pallu Site and the Ashbel Site. The closing will be held at the office of Rainone Coughlin Minchello, LLC, or the offices of the Business Administrator of the Township of Marlboro or such mutually convenient place as may be agreed between the Township and Developer.

H. Closing Costs. At Closing, Developer shall pay to the Township (i) all delinquent real estate taxes that are due and payable prior to the Closing Date including penalties and interest provided that such penalties and interest arose in connection with taxes and assessments that prior to the Closing Date; and (ii) any monetary liens and other monetary encumbrances, mortgages, leases, liens, and licenses. At Closing, the Township and Developer shall adjust all tax payments as of the Closing Date. Fees for recording the deed and any other instrument and conveyance fees shall be paid one hundred percent (100%) by the Township. Further, Developer assumes liability for all of the following expenses (to the extent applicable) up to the Closing Date: utility fees, municipal water charges, sewer charges, real estate taxes, and any and all other charges relating to or payable in connection with the use, occupancy, ownership, and operation of the Donation Properties.

I. Risk of Loss. Developer is responsible for any damage to the Donation Properties, except for normal wear and tear and except for damage to any existing structures on the Donation Properties, until closing. If there is damage, each of the Parties may choose to proceed with the closing of either or both of the Donation Properties as is after said loss or the Township may elect to not take the damaged property.

J. Default. If Township materially defaults under this Agreement with respect to the Donation Properties, Developer has the right to not donate the Donation Properties upon notice thereof to the Township, and if the Township shall fail to cure the default within five (5) business days thereafter, whereupon Developer shall be entitled to pursue all remedies available at law or in equity. In the event that Developer materially defaults under this Agreement with respect to Site 3 and/or Site 4, Township will have no obligation to rezone Site 9A and/or 9B and shall be entitled to pursue all remedies available at law or in equity.

VIII. COOPERATION AND COMPLIANCE

A. Implementation And Enforcement Of Agreement: The Parties agree to cooperate with each other, provide all reasonable and necessary documentation, and take all necessary actions to satisfy the terms and conditions hereof and assure compliance with the terms of this Agreement. The Township Parties' obligation to cooperate shall be further conditioned upon Developer paying and maintaining current real estate taxes.

IX. NOTICES

A. Notices: Any notice or transmittal of any document required, permitted or appropriate hereunder and/or any transmittal between the Parties relating to Site 9A, Site 9B, Site 3, Site 4, and Site 5 (herein "Notice[s]") shall be written and shall be served upon the respective Parties by facsimile or by certified mail, return receipt requested, or recognized overnight or personal carrier such as, for example, Federal Express, with certified proof of receipt, and, where feasible (for example, any transmittal of less than fifty (50) pages), and in addition thereto, a facsimile delivery shall be provided, or by email provided the recipient provides an electronic receipt confirmation. All Notices shall be deemed received upon the date of delivery set forth in such certified proof, and all times for performance based upon notice shall be from the date set forth therein. Delivery shall be affected as follows, subject to change as to the person(s) to be notified and/or their respective addresses upon ten (10) days' notice as provided herein:

TO DEVELOPER:

**Ashbel Associates, L.L.C.,
Pallu Associates, L.L.C.,
Great River Corp., Gihon Associates, L.L.C.,
Elon Associates, LLC, and Windridge Manor,
LLC
Attention: Michael Weitz
5 Adams Street**

Morganville, New Jersey 07751
Email: mw5708@gmail.com

AND

Attention: Jason Kahane
811 Amboy Avenue
Suite E
Edison, NJ 08837
Email: jason@springhillprop.com

WITH COPIES TO:

Law Offices of Hutt & Shimanowitz
Attention: Ronald L. Shimanowitz, Esq.
459 Amboy Avenue
Woodbridge, NJ 07095
Tel: (732) 634-6400
Fax: (732) 634-6400
Email: rshim@huttshim.com

TO THE TOWNSHIP OF MARLBORO:

Township of Marlboro
Attention: Jonathan Capp
Business Administrator
1979 Township Drive
Marlboro, NJ 07746
Tel: (732) 532-0200
Email: jcapp@marlboro-nj.gov

Office of the Township Clerk
1979 Township Drive
Marlboro, NJ 07746
Tel: (732) 536-0200
Email: amanco@marlboro-nj.gov

Louis N. Rainone, Esq.
Township Attorney
Rainone Coughlin Minchello
555 U.S. Highway One South Suite 440
Iselin, NJ 08830
Tel: 732-709-4182
Email: lrainone@njrcmlaw.com

In the event any of the individuals identified above has a successor, the individual identified shall name the successor and notify all others identified of their successor.

X. MEMORANDUM OF AGREEMENT. Upon execution of this Agreement, the Parties shall also execute a short form of Memorandum (the "Memorandum") as shown on **Exhibit C**, which Memorandum shall reference the Donation Sites only as well the Parties respective obligations regarding the Donation Sites and which Memorandum shall be recorded with the Monmouth County Clerk's Office. The execution and recording of the Memorandum shall not in any manner limit, increase, or affect any of the terms of this Agreement, or any rights, interests, or obligations of the Parties. Upon execution of this Agreement, the Parties shall also execute a Discharge of Memorandum of Agreement for each of the Donation Sites, true copies of which are attached hereto as **Exhibit D** (for the Union Hill Road Site) and **Exhibit E** (for the Tennent Road Site), which documents shall be held in escrow by counsel for the Developer. The Developer shall be permitted to record one or both of the discharges, as applicable, if either (a) the Township opts not to take title to one or both of the Donation Sites, pursuant to paragraph VII of this Agreement; or (b) any of the conditions precedent for the transfer of title for one or both of the Donation Sites, as set forth in paragraph VII of this Agreement, is not satisfied.

XI. MISCELLANEOUS PROVISIONS

A. Amendments: Neither this Agreement nor any term set forth herein may be changed, waived, discharged, or terminated except by a writing signed by the Parties.

B. Agreement Voluntarily Entered Into By Each of The Parties: This Agreement is executed voluntarily by each of the Parties without any duress or undue influence on the part, or

on behalf, of any of them. The Parties represent and warrant to each other that they have read and fully understand each of the provisions of this Agreement and have relied on the advice and representations of competent legal counsel of their own respective choosing.

C. Interpretation: This Agreement has been reviewed by experienced and knowledgeable legal counsel for each of the Parties. Accordingly, none of the Parties shall be presumptively entitled to have any provisions of this Agreement construed against any of the other Parties in accordance with any rule of law, legal decision, or doctrine.

D. No Admission of Liability/No Precedential Value: The Parties agree that this Agreement is the result of a compromise of disputed issues, that the execution and delivery of this Agreement by any of the Parties shall not constitute or be construed as an admission of any liability, a course of performance, or wrongdoing on the part of any of them and that the settlement reflected in this Agreement shall be without precedential value. Nothing in this release shall be construed nor shall the execution of the release be construed to represent an admission of wrong doing or a breach of contract.

E. Attorneys' Fees, Costs, and Expenses: Each of the Parties shall bear its own costs, attorneys' fees, and expenses in connection with the negotiations for and preparation of this Agreement, the pending litigation, as well as costs involving Court approval of same except for those fees described in **Section II-H** of this Agreement.

F. Entire and Integrated Agreement: This Agreement is intended by the Parties as a final expression of their agreement and is intended to be a complete and exclusive statement of the agreement and understanding of the Parties with respect to the subject matters contained herein. This Agreement supersedes any and all prior promises, representations, warranties, agreements, understanding, and undertakings between or among the Parties with respect to such subject matters

and there are no promises, representations, warranties, agreements, understanding, or undertakings with respect to such subject matters other than those set forth or referred to herein.

G. No Third Party Beneficiaries: Nothing in this Agreement is intended or shall be construed to give any person or entity, other than the Parties and their respective successors and permitted assigns, any legal or equitable right, remedy, or claim under or in respect to this Agreement or any provisions contained herein; this Agreement and any conditions and provisions hereof being and intended to be for the sole and exclusive benefit of the Parties as well as each of their respective successors and permitted assigns, and for the benefit of no other person or entity.

H. Severability: If any provisions of this Agreement, or the application thereof, shall for any reason or to any extent be construed by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement, and application of such provisions to other circumstances, shall remain in effect and be interpreted so as best to reasonably effect the intent of the Parties.

I. Headings: The section titles, captions, and headings contained in this Agreement are inserted as a matter of convenience and for reference, and shall in no way be construed to define, limit, or extend the scope of this Agreement or the effect of any of its provisions.

J. Recitals: The recitals set forth at the beginning of this Agreement shall not be admissible to prove the truth of the matters asserted therein in any action or proceeding involving any of the Parties (other than an action or proceeding brought to enforce the terms of this Agreement), nor do any of the Parties intend such recitals to constitute admissions of fact by any of them.

K. Additional Necessary Documents: The Parties, and each of them, agree to execute such additional documents as may be reasonably required in order to carry out the purpose and intent of this Agreement, or to evidence anything contained herein.

L. Execution in Counterparts: This Agreement may be signed in multiple counterparts and the separate signature pages executed by the Parties may be combined to create a document binding on all of the Parties and together shall constitute one and the same instrument. This Agreement may be executed in facsimile or electronic counterparts. An original signature will be provided if requested by any Party. The "Effective Date" of this Agreement is the date this Agreement has been executed and delivered by and to all Parties hereto.

M. Enforceability of Agreement: The Superior Court of New Jersey, Monmouth Vicinage shall retain jurisdiction to enforce any and all terms of this Agreement.

N. Schedules: Any and all Exhibits and Schedules annexed to this Agreement are hereby made a part of this Agreement by this reference thereto. Any and all Exhibits and Schedules now and/or in the future are hereby made or will be made a part of this Agreement with prior written approval of both Parties.

O. Assignability: This Agreement shall be binding on the Parties' successors and assigns.

IN WITNESS WHEREOF, THE parties have executed this Agreement as of the date set forth opposite the respective signatures set forth below.

Dated: _____, 2019

The Township of Marlboro
By:

Name:

Title:

Dated: _____, 2019

The Planning Board for the Township of Marlboro

By:

Name:

Title:

Dated: April 9th, 2019

Ashbel Associates, L.L.C.

By:

Name:

Title:

Jason Kahane

VP

Dated: April 9th, 2019

Pallu Associates, L.L.C.

By:

Name:

Title:

Jason Kahane

VP

Dated: April 9th, 2019

Great River Corp.,

By:

Name:

Title:

Michael Weitz

MICHAEL WEITZ

Pres.

Dated: April 9th, 2019

Gihon Associates, L.L.C.,

By:

Name:

Title:

Michael Weitz

MICHAEL WEITZ

Mgr.

Dated: April 9, 2019

Elon Associates, L.L.C.,

By: Michael Weitz

Name: MICHAEL WEITZ

Title: Mgr.

Dated: April 9, 2019

Windridge Manor, L.L.C.,

By: Michael Weitz

Name: MICHAEL WEITZ

Title: Mgr.

EXHIBIT A
CONCEPT PLAN A – PALLU SITE

EXHIBIT B
CONCEPT PLAN B – ASHBEL SITE

EXHIBIT C
MEMORANDUM REGARDING DONATION SITES

Prepared by: _____
BRYAN D. PLOCKER, ESQ.

MEMORANDUM OF AGREEMENT

This Memorandum of that certain Settlement Agreement ("Agreement") between TOWNSHIP OF MARLBORO, a New Jersey municipal corporation having an address at 1979 Township Drive, Marlboro, New Jersey 07746 ("Transferee"), and PALLU ASSOCIATES, L.L.C., a New Jersey limited liability company having an address of 811 Amboy Avenue, Suite E, Edison, New Jersey ("Transferor"), and other parties to which this Memorandum of Agreement does not apply is made this ____ day of April, 2019.

WITNESSETH:

1. In consideration of the agreements, covenants and conditions more particularly set forth in the Agreement, Transferor has agreed to transfer to Transferee its interest in those certain parcels of real property known and designated as:

Block 267, Lots 36 & 37
Block 299, Lot 33

situated in the Township of Marlboro, County of Monmouth, State of New Jersey, together with the buildings and other improvements located thereon and all easements, tenements, appurtenances, and fixtures located on such property, and all rights and privileges belonging to Transferor respecting such property (the "Premises").

2. The Agreement provides that the closing of title is to occur at such time as the conditions contained within the Agreement have been satisfied (the "Closing Date").

3. All notices hereunder shall be sent either by personal delivery or nationally recognized overnight carrier or facsimile (with regular mail copy) or registered or certified mail, postage prepaid, return receipt requested, to the following addresses:

IF TO TRANSFEREE: At the address for Transferee set forth herein above.

WITH A COPY TO: Louis N. Rainone, Esq.
555 U.S. One South, Suite 440
Iselin, NJ 08830

IF TO TRANSFEROR: At the address set forth herein above.

WITH A COPY TO: BRYAN D. PLOCKER, ESQ.
 Hutt & Shimanowitz, P.C.
 459 Amboy Avenue, PO Box 648
 Woodbridge, NJ 07095

4. This Memorandum is executed in simplified short form by the parties pursuant to Paragraph X of the Agreement for the convenience of the parties and for the purposes of recording the same in the Records of Monmouth County, and this Memorandum shall not in any way modify, supplement, or abridge the Agreement or any of its provisions as the same are now or may hereafter be in full force and effect.

5. The performance and interpretation of the Agreement and this Memorandum shall be controlled by and construed in accordance with the Internal laws of the State of New Jersey.

IN WITNESS WHEREOF, the Parties have duly executed this Memorandum on the date first above written.

WITNESS:

TOWNSHIP OF MARLBORO

JONATHAN HORNIK, Mayor

WITNESS:

PALLU ASSOCIATES, L.L.C.

, Managing Member

STATE OF NEW JERSEY, COUNTY OF

SS.:

I CERTIFY that on April ____, 2019, JONATHAN HORNIK, Mayor personally came before me and this person acknowledged under oath, to my satisfaction, that:

- (a) this person signed, sealed and delivered the attached document as Mayor of the Township of Marlboro, the municipal corporation named in this document;
- (b) the proper corporate seal was affixed, and
- (c) this document was signed and made by the municipality as its voluntary act and deed by virtue of authority from its governing body.

NOTARY PUBLIC OF NJ

STATE OF NEW JERSEY, COUNTY OF _____ SS.:

I CERTIFY that on April ____, 2019 _____ personally came before me and acknowledged under oath, to my satisfaction, that this person (or if more than one, each person):

- (a) is the Managing Member of Pallu Associates, L.L.C. which is named in and personally signed this document; and
- (b) signed, sealed and delivered this document as his or her act and deed.

NOTARY PUBLIC OF NEW JERSEY

EXHIBIT D

DISCHARGE OF MEMORANDUM FOR UNION HILL ROAD SITE

PARTIAL RELEASE OF MEMORANDUM OF AGREEMENT

A certain MEMORANDUM OF AGREEMENT dated April ____, 2019 was made by and between the TOWNSHIP OF MARLBORO, a New Jersey municipal corporation having an address at 1979 Township Drive, Marlboro, New Jersey 07746 ("Transferee"), and PALLU ASSOCIATES, L.L.C., a New Jersey limited liability company having an address of 811 Amboy Avenue, Suite E, Edison, New Jersey ("Transferor")

The Memorandum summarized the Terms of a Settlement Agreement between the parties in which Transferor agreed to transfer to Transferee its interest in Block 267, Lots 36 and 37 and Block 299, Lot 33 situated in the Township of Marlboro, County of Monmouth, State of New Jersey together with the buildings and other improvements located thereon and all easements, tenements, appurtenances, and fixtures located on such property.

The Memorandum was recorded on _____ with the office of the Monmouth County Clerk in Deed Book _____ at page _____.

Transferee has agreed to a partial release of the Memorandum of Agreement regarding property known as Block 299, Lot 33, Township of Marlboro, County of Monmouth, State of New Jersey

I sign and CERTIFY to this Instrument on _____, 20__.

Witnessed or Attested by:

TOWNSHIP OF MARLBORO

By: _____
JONATHAN HORNIK, Mayor

STATE OF NEW JERSEY, COUNTY OF

SS.:

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

- (a) this person signed, sealed and delivered the attached document as Mayor of the Township of Marlboro, the municipal corporation named in this document;
- (b) the proper corporate seal was affixed, and
- (c) this document was signed and made by the municipality as its voluntary act and deed by virtue of authority from its governing body.

NOTARY PUBLIC OF NEW JERSEY

EXHIBIT E

DISCHARGE OF MEMORANDUM FOR TENNENT ROAD SITE

PARTIAL RELEASE OF MEMORANDUM OF AGREEMENT

A certain MEMORANDUM OF AGREEMENT dated April ____, 2019 was made by and between the TOWNSHIP OF MARLBORO, a New Jersey municipal corporation having an address at 1979 Township Drive, Marlboro, New Jersey 07746 ("Transferee"), and PALLU ASSOCIATES, L.L.C., a New Jersey limited liability company having an address of 811 Amboy Avenue, Suite E, Edison, New Jersey ("Transferor")

The Memorandum summarized the Terms of a Settlement Agreement between the parties in which Transferor agreed to transfer to Transferee its interest in Block 267, Lots 36 and 37 and Block 299, Lot 33 situated in the Township of Marlboro, County of Monmouth, State of New Jersey together with the buildings and other improvements located thereon and all easements, tenements, appurtenances, and fixtures located on such property.

The Memorandum was recorded on _____ with the office of the Monmouth County Clerk in Deed Book _____ at page _____.

Transferee has agreed to a partial release of the Memorandum of Agreement regarding property known as Block 267, Lots 36 and 37, Township of Marlboro, County of Monmouth, State of New Jersey

I sign and CERTIFY to this Instrument on _____, 20__.

Witnessed or Attested by:

TOWNSHIP OF MARLBORO

By: _____
JONATHAN HORNIK, Mayor

STATE OF NEW JERSEY, COUNTY OF

SS.:

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

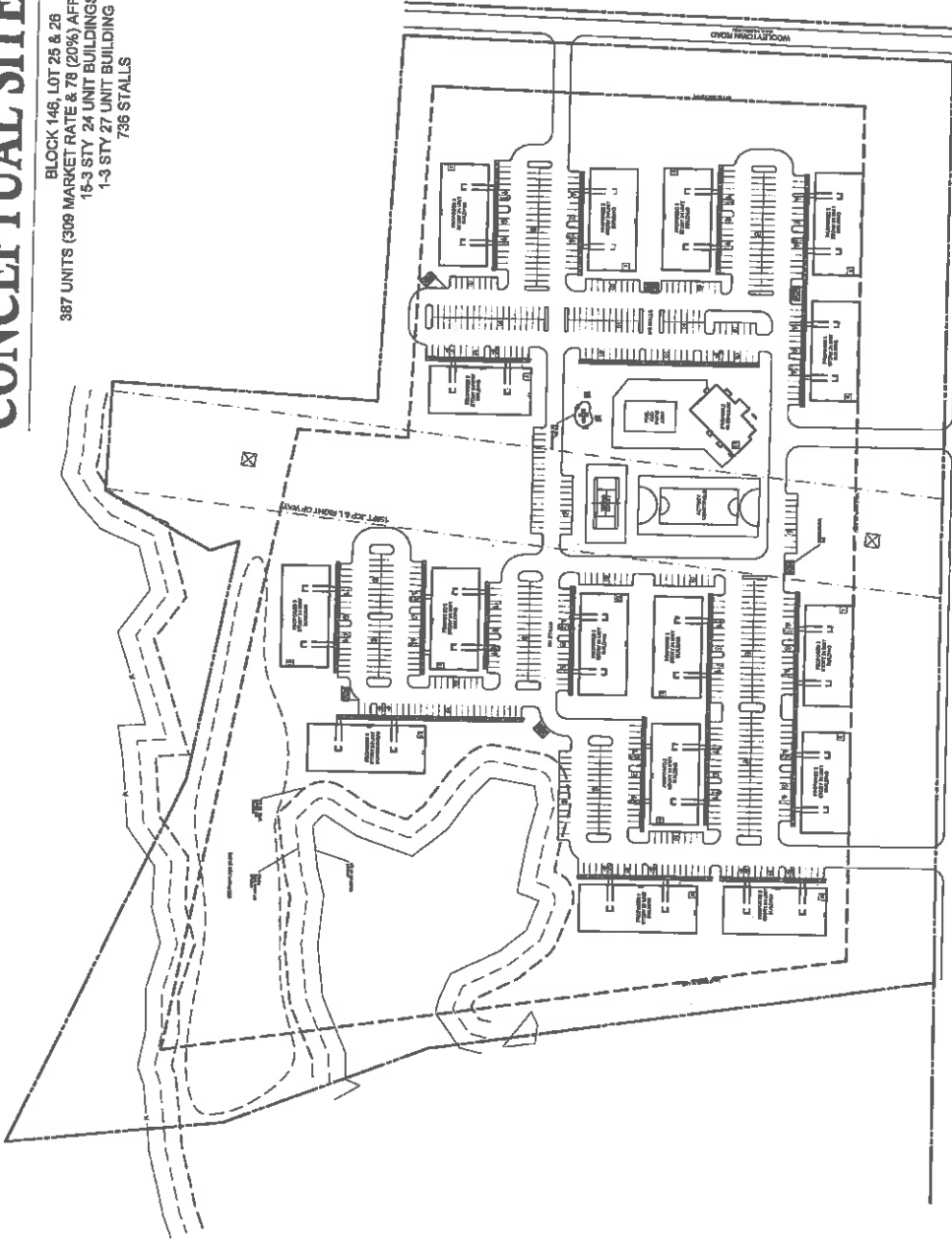
- (a) this person signed, sealed and delivered the attached document as Mayor of the Township of Marlboro, the municipal corporation named in this document;
- (b) the proper corporate seal was affixed, and
- (c) this document was signed and made by the municipality as its voluntary act and deed by virtue of authority from its governing body.

NOTARY PUBLIC OF NEW JERSEY



CONCEPTUAL SITE PLAN "A"

BLOCK 146, LOT 25 & 26
 387 UNITS (309 MARKET RATE & 78 (20%) AFFORDABLE UNITS)
 1-3 STY 24 UNIT BUILDINGS
 1-3 STY 27 UNIT BUILDING
 736 STALLS



CONCEPTUAL SITE PLAN "A"

Room No.	Room Name	Area (sq. ft.)	Total Area (sq. ft.)
101	Garage	1500	1500
102	Garage	1500	1500
103	Garage	1500	1500
104	Garage	1500	1500
105	Garage	1500	1500
106	Garage	1500	1500
107	Garage	1500	1500
108	Garage	1500	1500
109	Garage	1500	1500
110	Garage	1500	1500
111	Garage	1500	1500
112	Garage	1500	1500
113	Garage	1500	1500
114	Garage	1500	1500
115	Garage	1500	1500
116	Garage	1500	1500
117	Garage	1500	1500
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119	Garage	1500	1500
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180	Garage	1500	1500

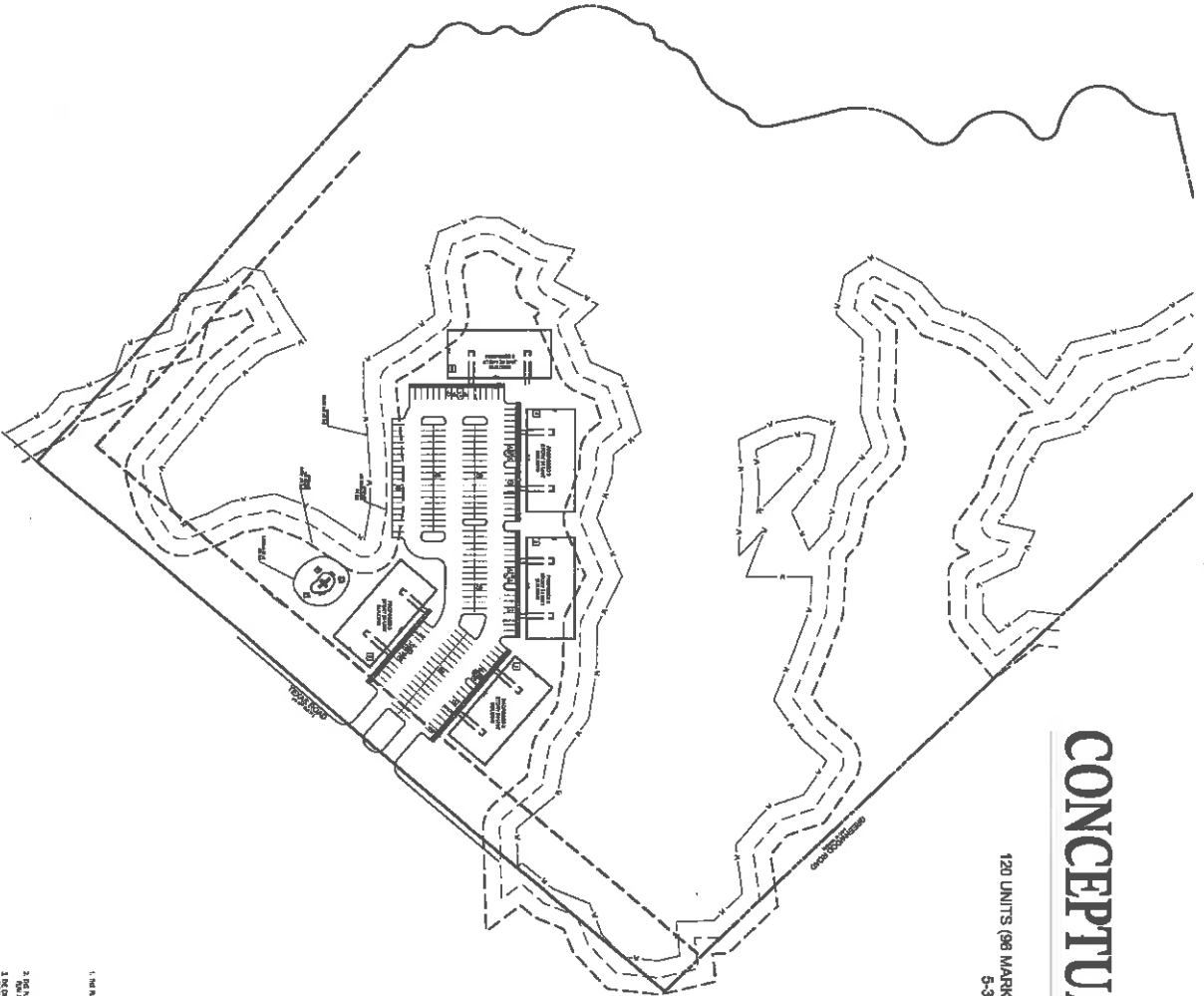
700 Dynamic Engineering
 770 Main Street, Suite 1100
 Providence, RI 02903
 Telephone: (401) 846-1100
 Fax: (401) 846-1101
 Website: www.dynamicengr.com

1000 Dynamic Engineering
 1000 Main Street, Suite 1100
 Providence, RI 02903
 Telephone: (401) 846-1100
 Fax: (401) 846-1101
 Website: www.dynamicengr.com

1. THIS PLAN HAS BEEN PREPARED BASED ON INFORMATION SUPPLIED BY THE CLIENT. THE ENGINEER HAS CONDUCTED VISUAL INSPECTIONS OF THE SITE AND THE SURROUNDING AREA, BUT HAS NOT CONDUCTED A SURVEY OF THE SITE. THE ENGINEER IS NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS IN THIS PLAN. THE CLIENT SHOULD OBTAIN A SURVEY OF THE SITE PRIOR TO CONSTRUCTION. THE ENGINEER IS NOT RESPONSIBLE FOR ANY CHANGES TO THIS PLAN AFTER THE DATE OF ISSUANCE.

2. THIS PLAN IS BASED ON THE ASSUMPTION THAT THE CLIENT HAS OBTAINED ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL, STATE, AND FEDERAL AUTHORITIES. THE ENGINEER IS NOT RESPONSIBLE FOR ANY DELAYS OR COSTS INCURRED BY THE CLIENT IN OBTAINING SUCH PERMITS AND APPROVALS.

3. THE CLIENT SHOULD OBTAIN A SURVEY OF THE SITE PRIOR TO CONSTRUCTION. THE ENGINEER IS NOT RESPONSIBLE FOR ANY CHANGES TO THIS PLAN AFTER THE DATE OF ISSUANCE.



CONCEPTUAL SITE PLAN "B"

BLOCK 118, LOT 16
 120 UNITS (96 MARKET RATE & 24 (20%) AFFORDABLE UNITS)
 5-3 STY 24 UNIT BUILDINGS
 234 STALLS

CONCEPTUAL SITE PLAN "B"

NO.	DESCRIPTION	AREA (SQ. FT.)	PERCENTAGE OF TOTAL AREA
1	CONCEPTUAL SITE PLAN "B"	120,000	100%
2	CONCEPTUAL SITE PLAN "B"	120,000	100%
3	CONCEPTUAL SITE PLAN "B"	120,000	100%
4	CONCEPTUAL SITE PLAN "B"	120,000	100%
5	CONCEPTUAL SITE PLAN "B"	120,000	100%
6	CONCEPTUAL SITE PLAN "B"	120,000	100%
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94	CONCEPTUAL SITE PLAN "B"	120,000	100%
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98	CONCEPTUAL SITE PLAN "B"	120,000	100%
99	CONCEPTUAL SITE PLAN "B"	120,000	100%
100	CONCEPTUAL SITE PLAN "B"	120,000	100%

1. THE PLAN AND DATA HEREON WERE PREPARED BY THE ENGINEER AND ARCHITECT FOR THE PURPOSES OF THE PROJECT AND ARE NOT TO BE USED FOR ANY OTHER PURPOSES WITHOUT THE WRITTEN CONSENT OF THE ENGINEER AND ARCHITECT.
2. THIS PLAN IS BASED ON THE INFORMATION PROVIDED TO THE ENGINEER AND ARCHITECT BY THE CLIENT AND IS NOT TO BE USED FOR ANY OTHER PURPOSES WITHOUT THE WRITTEN CONSENT OF THE ENGINEER AND ARCHITECT.
3. THE ENGINEER AND ARCHITECT MAKE NO WARRANTY, EXPRESS OR IMPLIED, AS TO THE ACCURACY, COMPLETENESS, OR SUITABILITY OF THE INFORMATION PROVIDED TO THEM BY THE CLIENT.

DYNAMIC ENGINEERING
 771 Madison Truck Road
 08402, BIRMGHAM, AL 35206
 TEL: 205-988-1111 FAX: 205-988-1112
 WWW.DYNAMICENGINEERING.COM

PROJECT NO. 18-001
 SHEET NO. 18-001-1
 DATE: 10/15/18

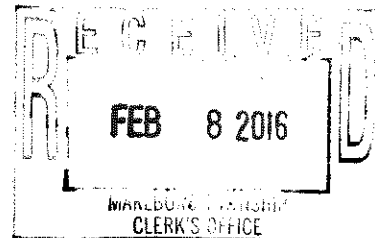
—LAW OFFICES—
DECOTIIS
DeCotiis, FitzPatrick & Cole, LLP

NEW YORK
NEW JERSEY

GLENPOINTE CENTRE WEST
500 FRANK W. BURR BOULEVARD, SUITE 31
TEANECK, NEW JERSEY 07666

LOUIS N. RAINONE, ESQ.
LRAINONE@DECOTIISLAW.COM
201.347.2110

TELEPHONE: (201) 928-1100
TELEFAX: (201) 928-0588
WWW.DECOTIISLAW.COM



February 4, 2016

Alida Manco
Township Clerk
1979 Township Drive
Marlboro, NJ 07746

Re: Settlement Agreement Arno and the Township of Marlboro

Dear Ms. Manco:

Enclosed please find an original executed version of the Settlement Agreement between the Township and Arno Holding. This is the only original and should be kept in your file. I would appreciate it if you would certify as originals two copies of the agreement and forward them to me. Your help is greatly appreciated.

Very truly yours,

DECOTIIS, FITZPATRICK & COLE, LLP

By: 

Louis N. Rainone, Esq.

LNR/tf
Encl.

cc: Jonathan Capp, Business Administrator (w/ enclosures)



LAW OFFICES

Cavaliere & Cavaliere
A PROFESSIONAL ASSOCIATION

1700 Route 23 North, Suite 210
Wayne, New Jersey 07470-7537

MJC@cavaliere law.us

TELEPHONE: 973-305-1800
FAX: 973-305-5866

MATTHEW J. CAVALIERE, ESQ.
PAUL C. CAVALIERE III, ESQ.
(1982 - 1996)

Our File No: Tg05246a

February 3, 2016

Louis N. Rainone, Esq.
Glenpointe Centre West
500 Frank W. Burr Boulevard, Ste.31
Teaneck, NJ 07666
Email: lrainone@decotiislaw.com
Tel: (201) 347-2110 direct
Fax: (201) 928-0588 main
Email: lrainone@decotiislaw.com

FEB 04 2016

Re: Bluh/Batelli/Marlboro Township

Dear Mr. Rainone:

In regard to the above matter, enclosed please find the Settlement Agreement between the Township and "Bluh and Batelli," which has been signed by my clients and notarized. Marlboro Township and the Planning Board had previously signed the Agreement and you had forwarded it to me for signature by my clients. Thus, the agreement is now fully signed.

Inasmuch as there is only one copy of the Agreement containing original signatures, and as you and I had previously discussed, your side will be the keeper of the original, and I would ask that you please make a photocopy and certify it as a true copy and return same to me for my file.

Thank you for your courtesies in this matter.

Very truly yours,

Cavaliere & Cavaliere, P.A.

By: 

Matthew J. Cavaliere, Esq.

MJC:jks

Transmittal: express/overnight mail via UPS

Enc.

AMENDED 2015 SETTLEMENT AGREEMENT

THIS AMENDED 2015 SETTLEMENT AGREEMENT made on this 21st day of January, 2015 among:

Arno Holdings, LLC, a Nevada limited liability company authorized to do business in New Jersey, as successor in interest to **Alfred Bluh, and Shirley Bluh, and Batelli Family, LLC**, a New Jersey limited liability company, as successor in interest to **Joseph Batelli**, all of whom having address in care of Matthew J. Cavaliere, Esq., Cavaliere & Cavaliere, P.A. 1700 Route 23 North, Suite 210, Wayne, New Jersey 07470 (hereinafter, "Bluh and Batelli," "BB," or "Owner");

TOWNSHIP OF MARLBORO, a municipal corporation of the State of New Jersey, with offices located at the Marlboro Municipal Complex, 1979 Township Drive, Marlboro, New Jersey 07746 ("Marlboro," or "Township"); and

PLANNING BOARD OF THE TOWNSHIP OF MARLBORO, a municipal planning board created under the Municipal Land Use Law, N.J.S.A. 40:55D-1 et seq., with offices located at the Marlboro Municipal Complex, 1979 Township Drive, Marlboro, New Jersey 07746 ("Planning Board," or "MTPB");

WITNESSETH

WHEREAS (1st), Bluh and Batelli are the owners of approximately 76.6 acres of land located in the Township of Marlboro and identified as Block 150, Lots 2, 3, 4, and 9; Block 151, Lot 4; Block 148, Lot 31; and Block 149, Lot 16 on the official tax maps of the Township with frontage along Route 79, Church Lane and Tennent Road ("Property"); and

WHEREAS (2nd), with the Owner's consent, application was made by then contract purchaser, Orleans Home Builders, Inc. ("OHB"), to the Planning Board which granted Preliminary Site Plan Approval for the development of the Property as 168 free standing single-family building lots with age restrictions, and 50 non-age restricted affordable housing units for low and moderate income families to be contained in two (2) separate multi-story, multi-family buildings, said approval being granted on September 17, 2008 by Resolution No. PB 970-06 ("2008 Approval"). This approval was consistent

with a 2006 mediation agreement entered into between the Township and the owner (hereinafter the "2006 Settlement Agreement"); and

WHEREAS (3rd), in July 2009, the Legislature enacted the Conversion Act, N.J.S.A. 45:22A-46.3 to 46.16 ("Conversion Act"). Broadly stated, the Conversion Act permitted "any age—restricted development . . . to be changed to a converted development" if it met certain conditions, including that it had received preliminary or final approval for construction prior to the effective date of the Act, July 2, 2009, and the developer "agree[d] that [twenty] percent of the units . . . w[ould] be provided as affordable units . . ." N.J.S.A. 45:22A-46.5(a)(1) and (2). A "converted development" was defined as "a proposed age-restricted development that will be marketed instead with no age restrictions". N.J.S.A. 45:22A-46.4; and

WHEREAS (4th), on or about August 25, 2009, OHB filed an application with the Planning Board under the Conversion Act seeking to amend its 2008 Approval and underlying plans by removing any age restriction(s) as to the non-affordable housing units proposed for the Property's development ("2009 Conversion Application"). When the Planning Board failed to schedule a public hearing or otherwise take action on that Conversion application, OHB filed a complaint in lieu of prerogative writ. However, the action was dismissed, without prejudice, as a result of a bankruptcy filing by OHB; and

WHEREAS (5th), by July 21, 2011, OHB had ceased to be the contract purchaser of the Property, and K. Hovnanian Shore Acquisitions, LLC ("K Hovnanian") had become the contract purchaser of the Property; and

WHEREAS (6th), on or about July 21, 2011, K. Hovnanian filed with the Planning Board a similar application under the Conversion Act also seeking to amend the 2008 Approval by removal of the age-restriction imposed upon the non-affordable housing units proposed for the Property development as well as requesting certain modifications to the proposed site plan for the development of the Property ("2011 Conversion Application"); and

WHEREAS (7th), the 2011 Conversion Application has been the subject of several complaints in lieu of prerogative writ, including Appellate Division Docket No. A-5678-11T4, decided June 9, 2014, in which the Court decided that the Property Owner (and/or contract purchaser) was legally entitled to make and pursue an application for Conversion, and the Planning Board was obligated to entertain such application notwithstanding any language apparently to the contrary appearing in the 2006 Settlement Agreement; and

WHEREAS (8th), ultimately, the Planning Board heard the 2011 Conversion Application and on July 17, 2013, the Planning Board voted to deny the 2011 Conversion Application and memorialized its decision through a formal Resolution dated September 18, 2013; and

WHEREAS (9th), K. Hovnanian brought complaint in lieu of prerogative writ in the Superior Court, Law Division, under Docket No. MON-L-3867-13 challenging the Planning Board's denial, which resulted in Order of the Court, dated September 23, 2014, which reversed the Planning Board's denial of the 2011 Conversion Application and which directed the granting of the 2011 Conversion Application; and

WHEREAS (10th), the Planning Board has filed an appeal of the aforesaid Law Division Order of September 23, 2014 to the Superior Court, Appellate Division, under Docket No. A-1074-14T, which appeal is presently pending and as yet undecided ("2013 Litigation"); and

WHEREAS (11th), K Hovnanian has ceased or is about to cease to be the contract purchaser of the Property, thus reverting control over the Property, including control of the 2013 Litigation, back to the Owner; and

WHEREAS (12th), the parties hereto, through this Amended 2015 Settlement Agreement, seek to, and hereby do, reaffirm the terms and provisions of the 2006 Settlement Agreement, as modified and supplemented by the terms of the within Amended 2015 Settlement Agreement, and to settle and resolve the 2013 Litigation and to achieve and bring to fruition and realization land use goals and objectives consistent with the New Jersey Municipal Land Use Law, and the best interests of the Township of Marlboro.

NOW, THEREFORE, the Owner, Township, and Planning Board, for One Dollar (\$1.00) and other valuable consideration, including the covenants, promises, and agreements set forth herein, hereby agree to settle the 2013 Litigation by reaffirming the terms and provisions of the 2006 Settlement Agreement, except as expressly modified and supplemented by the terms and provisions of this Amended 2015 Settlement Agreement, as follows, and to be legally bound by the terms set forth below

1. Rezone.

It is the express intention of the parties that the indicated portion of the Property shall be developed for 200 multi-family, non-age restricted, non-income restricted residential units and 50 multi-family, non-age restricted, low and moderate income residential units (the "Amended Project") generally in accordance with the Conceptual Use Plan attached hereto as Exhibit A.

The Township and the Township's Planning Board shall promptly review the attached Exhibits B and C, entitled "Project Description" and "Project Development Standards", respectively and if approved by the Township's Planning Board, following the

appropriate hearing required by law, take all necessary action to incorporate same into the zoning standards applicable to the development of the Project.

2. Cost Generating Features.

(A) Pursuant to N.J.A.C. 5:94-8 et seq. and N.J.A.C. 5:93-10 et seq., the Township and the Planning Board shall take all steps necessary to eliminate and/or grant waiver or variances from cost generating features, elements, processes, and terms of local land use development and zoning ordinances that may be otherwise imposed upon and/or affect the development of the Property, including any that are inconsistent with the intent and objectives of this Agreement, or with the standards of construction and design set forth on Exhibits A, B and C, annexed hereto and made a part hereof, and on subsequent plans, drawings, applications and documents submitted to the Planning Board as part of its review and consideration of the development application for the Property, including but not limited to:

1. Tree removal &/or replacement fees;
2. Building Department application and inspection fees as to the affordable housing units that are a part of the Project.

(B) The Township and the Planning Board shall comply with N.J.A.C. 5:94-8 et seq. in processing, reviewing and adjudicating all development applications filed for the Property under this Agreement.

3. Cooperation and Good Faith.

(C) Housing Type, Number of Set-Aside Units for Affordable Housing.

(i) **Market Rate Units.** The Project shall be in accordance with Exhibit A and B and the Developer shall be permitted to construct a maximum of 250 dwelling units. Two-hundred (200) of the units will be market rate and non-age-restricted residential rental units.

(ii) **On-Site Affordable Housing Component.** The Owner, or its successor or assignee, agrees that as part of the maximum 250 units to be provided on site, it shall construct 50 affordable rental units within the Project ("on-site" units), whose rents shall be affordable to households of low and moderate income, as those terms are defined in N.J.A.C. 5:94-1 et seq. and 5:95-1 et seq., in the manner and location contemplated by this Amended 2015 Settlement Agreement and the Exhibit A attached hereto, incorporated herein, and made a part hereof by reference. The Owner shall have the ability to apply for tax credits, Balanced Housing or other sources of subsidy that may be available for projects involving affordable housing, and the Township may avail itself of COAH's non-senior rental bonus credit entitlements for these units, under N.J.A.C. 5:94-

1 et seq. and 5:95-1 et seq. The Owner's obligations with regard to the aforesaid 50 affordable rental units remains unchanged from the 2006 Settlement Agreement.

(iv) **Contribution.** In light of the enactment of A-500/s-1783 into law, there shall be no requirement or obligation imposed upon the Property for the contribution of any funds or moneys, and/or in-kind contributions to the Township's municipal affordable housing trust or similar fund for the funding of Regional Contribution Agreements ("RCA") or other affordable housing fund(s).

4. Independence of Municipal Obligations from COAH Status.

The duties and obligations of the Township and the Planning Board set forth in this Agreement, including the re-zoning of the Property, and the processing, review, and adjudication of any development application for the Property, shall be independent of: (a) the status of any COAH proceedings, or proceedings before any other applicable government body respecting Marlboro's efforts to obtain substantive certification or other approval as to its affordable housing obligation and compliance therewith or (b) any determination by the Superior Court respecting an adjudication of Marlboro's compliance with its affordable housing obligations (Affordability Plan Compliance).

5 Independence of Owner's or Successor's or Assignee's Right to Proceed.

The Owner's or Successor's or Assignee's right to proceed before the appropriate Board, as the case may be, with a development application and to obtain Board approval of its application for the Project shall be independent of any determination as to the Township's Affordability Plan Compliance.

6. NOTICES

6.1 Notice by and Among the Parties. All notices required under this Agreement shall be in writing and shall be given by facsimile or by certified mail, return receipt requested, or by recognized overnight personal carriers with certified proof of receipt. All notices shall be deemed received upon the date of delivery which is set forth in the mailing certifications by the mail or delivery services used, and all times for performance based upon such notices, shall be from the date set forth in such proof of delivery. The persons and entities to receive notice shall be as the following or any designated successor:

To Owner:	Matthew J. Cavaliere, Esq. 1700 Route 23 North Suite 210 Wayne, New Jersey 07470 Telephone No.: (973) 305-1800
-----------	--

Telecopier No. (973) 305-5866
Email: MJC@CavaliereLaw.us

Township and The Planning Board:
Township Administrator
Township of Marlboro
Municipal Complex
1979 Township Drive
Marlboro, New Jersey 07746
Telecopier No. (732) 972-7697

Copy to: Louis N. Rainone, Esquire
DeCotiis, Fitzpatrick & Cole, LLP
Glenpointe Centre West
500 Frank W. Burr Blvd, Suite 31
Teaneck, NJ USA 07666
Telephone No.: (201) 928-1100
Telecopier No. (201) 347-2100

Copy to: Michael W. Herbert, Esquire
Herbert Van Ness Cayci & Goodell, PC
3131 Princeton Pike
Building 4, Suite 114
Lawrenceville, NJ 08648
Direct Dial:(609) 924-2495
Fax: (609) 912-0006

7. SECTION XI MISCELLANEOUS

7.1 Captions; Recitals. Captions and titles to this Agreement are inserted for the purposes of convenience and reference only, and are in no way to be construed as limiting or modifying the scope and intent of the various purposes and provisions of this Agreement. The recitals in this Agreement (WHEREAS (1st) through WHEREAS (12th), inclusive) are incorporated and made a part of this Agreement.


7.2. Amended 2006 Settlement Agreement. Except as hereby expressly modified and/or supplemented in this Amended 2015 Settlement Agreement, the terms and provisions of the 2006 Settlement Agreement shall remain unmodified and in full force and effect. Any and all references to the "Agreement" shall be deemed to be references to the 2006 Settlement Agreement, as modified and supplemented by this Amended 2015 Settlement Agreement.

7.3. Dismissal of 2013 Litigation. Forthwith upon the Re-zoning of the Property, as contemplated in this Agreement, the parties shall discontinue and dismiss the 2013 Litigation, and shall deem the entitlements granted by the underlying Law Division Order, which is the subject of the 2013 Litigation, as having been superseded by the terms of this Agreement.

7.4 Donation of Land. The Owner of the Property, and/or the Owner's successor in interest and/or assigns, shall transfer and convey to the Township, , for a consideration of One Dollar (\$1.00), all of the Owner's right, title and interest in and to that portion of the Property which is not necessary for the construction and proper use and operation of the Project, as depicted on Exhibit A (the " Donated Land"). Exhibit D attached hereto is a survey of the Property which identifies the approximate location of the Project and the approximate location of the lands to be donated to the Township (i.e., the balance of the land that is not used for the Project). The transfer shall be subject to the retention by the grantor/donor of such storm water and other easements as shall be reasonably necessary for the development of the Project. The portion of the Donated Land in Block 150 shall be subject to a restriction for parks and recreation uses only. The portion of the Donated Land located in Block 151 shall contain no restriction on its use or re-use. The transfer shall be deemed a donation, and the donated property shall be transferred and conveyed in "as is" condition and without any recourse or obligation; title shall be good and marketable and shall be free of all mortgages and liens. The owner shall be solely responsible for obtaining any necessary subdivision approval for the transfer of the Donated Land at its own cost which shall be undertaken and approved contemporaneous with the site plan approval for the Amended Project. The transfer of the Donated land to the Township shall take place no more than sixty (60) days following the receipt of non-appealable approvals for the Amended Project.

IN WITNESS WHEREOF, the Parties hereto have hereunto set their hands and seals the day and year appearing below their names.

Attest:



TOWNSHIP OF MARLBORO,
A Municipal Corporation
of the State of New Jersey

By: 

Print Name: JONATHAN L. HORNIK

Date: 1/6/2016

**MARLBORO TOWNSHIP
PLANNING BOARD**

12-2-15

By: [Signature]
Print Name:

Date:

Arno Holdings, LLC

1/21/2016

By: [Signature] as Trustee of the Trust
Alison Frost, Manager
FROST
REVOCABLE TRUST
TRUST - 2012
dated Nov 21, 2012

Date:

Batelli Family, LLC

1/21/2016

By: [Signature]
Joseph Batelli, Managing Member

Date:

Rev 09-11-15

ACKNOWLEDGMENT

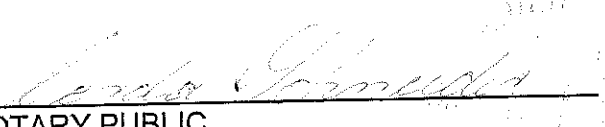
STATE OF NEW JERSEY)

) SS.:

COUNTY OF MONMOUTH)
[Twp Marlboro]

I certify that on January 6, 2015, JONATHAN L HORNIK,
personally came before me and stated to my satisfaction that this person:

Signed, sealed and delivered the attached document on behalf of the Township of Marlboro, a body corporate and politic of the State of New Jersey, named in this document; in his/her capacity as MAYOR, was empowered to and authorized to and did execute this instrument as and for the entity named in this instrument; and executed this instrument as the voluntary act of the entity named in this instrument.


NOTARY PUBLIC

GERDA SCHNEIDER
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 1-27-2019

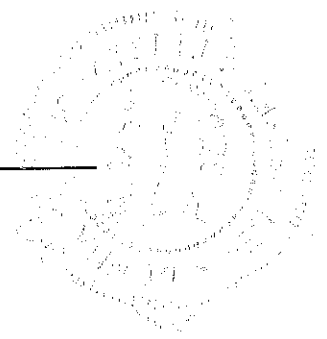
ACKNOWLEDGMENT

STATE OF NEW JERSEY)
) SS.:
COUNTY OF Monmouth)
[Planning Board]

I certify that on December 2, 2015, Larry Josephs,
personally came before me and stated to my satisfaction that this person:

Signed, sealed and delivered the attached document on behalf of the Planning Board of the Township of Marlboro, a body corporate and politic of the State of New Jersey, named in this document; in his/her capacity as Planning Board Chairman was empowered to and authorized to and did execute this instrument as and for the entity named in this instrument; and executed this instrument as the voluntary act of the entity named in this instrument.

Donna A. Pignatelli
NOTARY PUBLIC



DONNA A. PIGNATELLI
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES 10-3-2020

ACKNOWLEDGMENT

STATE OF NEW JERSEY)
) SS.:
COUNTY OF Passaic)
[Arno]

I certify that on 1-11, 2015, Allison FOST, personally
came before me and stated to my satisfaction that this person:

- (a) is the manager of the **Arno Holdings, LLC**, an entity named in this Instrument;
- (b) signed the within Instrument having the power, authority and authorization of that entity.
- (c) signed the within Instrument as the voluntary act of that entity

Jane K Slater

Jane K. Slater
Notary Public of New Jersey
My Commission expires 6/9/16

Florida (AT)
STATE OF NEW JERSEY)
) SS.:
COUNTY OF Palm Beach)
[Batelli] (AT)

ACKNOWLEDGMENT

I certify that on January 21st, 2016, Joseph Batelli, personally came
before me and stated to my satisfaction that this person:

- (a) is the managing member the **Batelli Family, LLC**, an entity named in this Instrument;
- (b) signed the within Instrument having the power, authority and authorization of that entity.
- (c) signed the within Instrument as the voluntary act of that entity

Joe Batelli

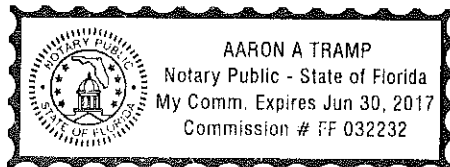


EXHIBIT "A" CONCEPTUAL PLAN

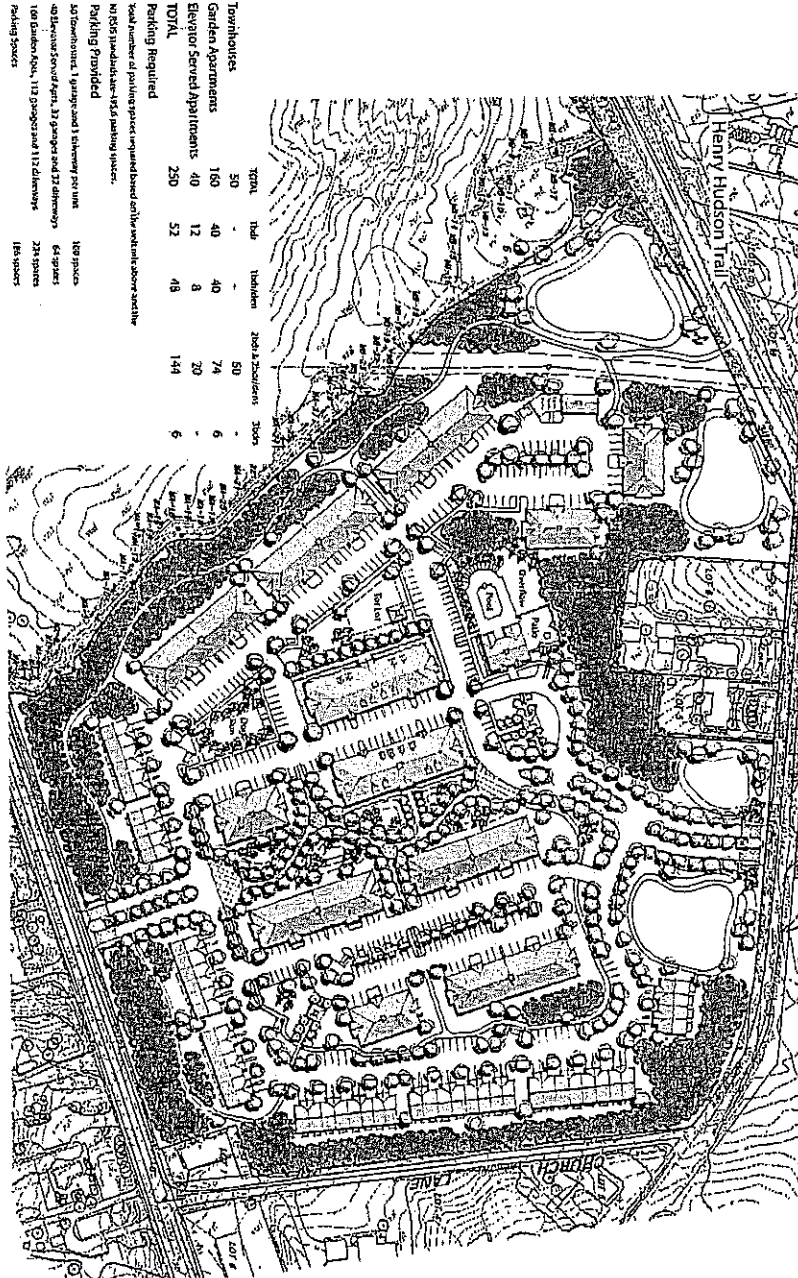


EXHIBIT B

Project Description

The parties agree, intend, and anticipate that the Developer will construct an inclusionary development consisting of up to 250 dwelling units. Of the maximum of 250 units to be constructed on the subject Property, 50 units shall be constructed and restricted for rental occupancy by households and persons of low and moderate income, as those terms are defined by N.J.A.C. 5:94-1 et seq. and 5:95-1 et seq., and as the income and rent levels correlated to those definitions is calculated and established annually. All of these 50 units shall be multi-family units.

The remaining dwelling units that are constructed on the subject Property shall be market rate units. They shall consist of a variety of multi-family and attached townhouse residential units. These market rate units shall not be age-restricted.

---End of Exhibit B---

EXHIBIT "C"

Project Development Standards

84-48.3.3 MFD-III Multifamily District

The following regulations shall apply in the MFD-III Multifamily District:

- A. Project requirements. For any parcel to be developed in the MFD-III District, the same regulations and provisions as set forth in §84-48.2 (MFD-II) shall apply except as same are modified by the provisions herein.
- B. Buffer and landscaping. All areas of a development not used for the construction of buildings, roads, accessways, parking areas or sidewalks shall be fully landscaped. Where a development's boundary line abuts a lot which lies in another zone and the abutting lot is not owned by the developer, the lot being developed shall contain a natural buffer within the area of fifteen (15) feet inside the boundary line of the development that abuts the lot lying in another zone such that there shall not be cut, uprooted, destroyed or taken away any existing trees, shrubbery or other plantings, except that weeds, poison ivy and the like shall be excepted. If no adequate trees, shrubs or plantings exist in the said fifteen (15) foot area in the natural state of the premises before the development, the area shall be provided within an adequate, approved planting plan with the goal of providing a belt of screening within the fifteen (15) foot area in accordance with §84-63.
- C. Permitted uses. Permitted uses shall be as follows:
 - 1. [Intentionally deleted]
 - 2. Attached townhouse residential units.
 - 3. Multi-family residential tenanted buildings.

[Intentionally deleted]D. Lot, bulk and setback requirements. Lots, bulk and setback requirements shall be as follows:

[Intentionally deleted]

[Intentionally deleted]

3. For Multi-Family Tenanted Buildings and attached Townhouse Residential Units.

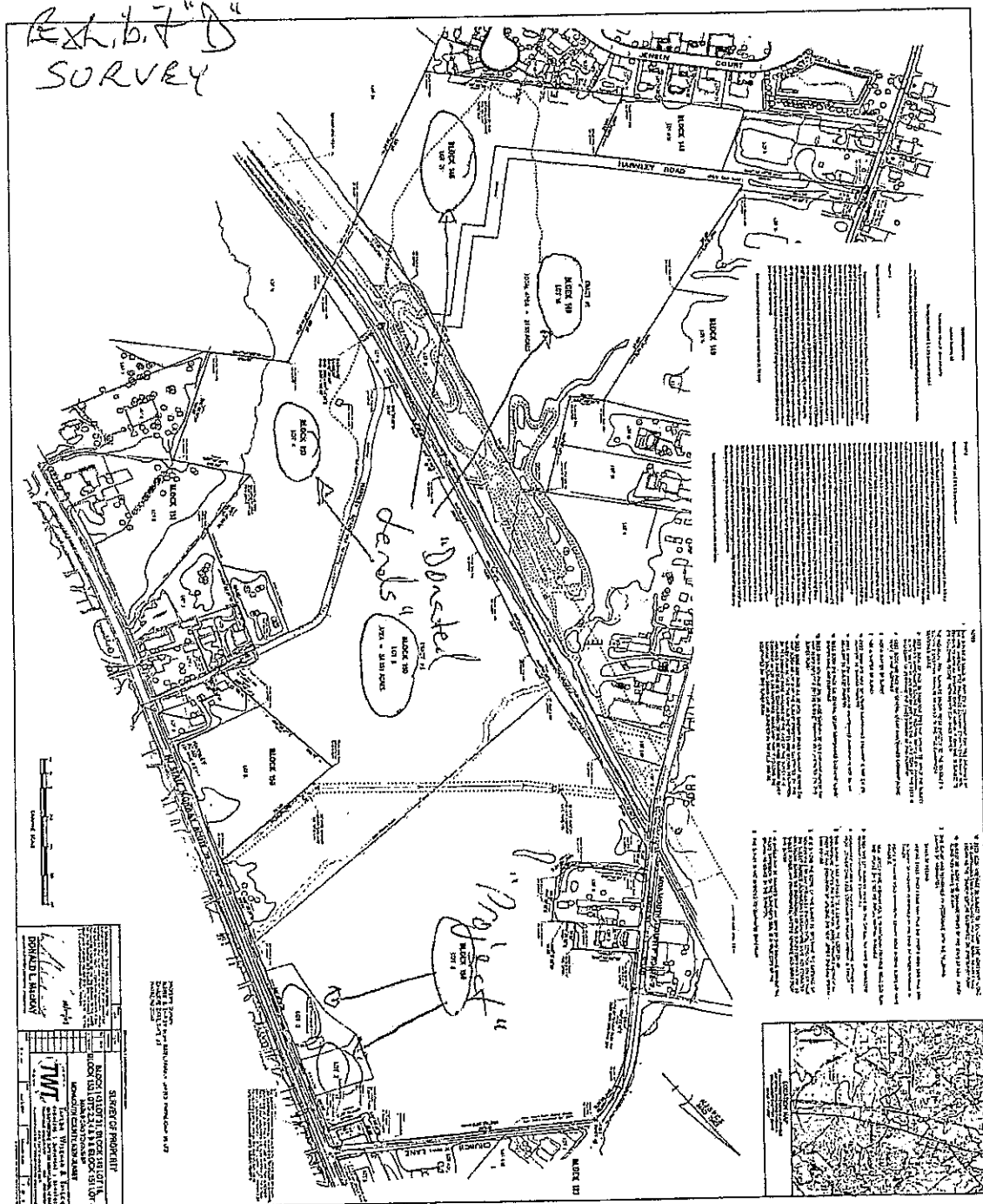
- a. Density. No more than fifteen (15) units shall be permitted per gross acre.
 - b. Minimum lot size. The minimum lot size shall be two (2) acres.
 - c. Occupancy. No more than 25 families shall occupy each building.
 - d. Setbacks.
 1. Front yard. The minimum front yard setback shall be ten (10) feet.
 2. Side yard. The minimum side yard setback shall be ten (10) feet, the minimum for two sides is thirty (30) feet.
 3. Rear yard. The minimum rear yard setback shall be ten (10) feet.
 - e. Lot width. The minimum lot width shall be one hundred and twenty-five (125) feet.
 - f. Lot depth. The minimum lot depth shall be one hundred and twenty-five (125) feet.
 - g. Lot coverage. The maximum lot coverage shall be eighty percent (80%).
 - h. Height. The maximum building height for Multi-family Tenanted Buildings shall be four (4) stories or fifty (50) feet; the maximum building height for attached Townhouse buildings shall be two and one half (2 ½) stories or thirty-five (35) feet.
- E. Affirmative devices requirements. All the requirements contained in §84-48A of this chapter shall apply in the MFD-III Zone, except that the set-aside for affordable units shall be provided as follows:
1. Development of the MFD-III Zone must presumptively provide for fifty (50) rental units of housing for affordable to low and moderate-income households as defined by the New Jersey Council on Affordable Housing

and/or the United States Department of Housing and Urban Development,
as may be applicable under prevailing law.

- F. Permitted accessory uses. All those contained in §84-48C (MFD) of this chapter shall apply in the MFD-III Zone, as well as any uses which are incidental to the principal use or structure on the lot such as but not limited to signage, parking, fences, non-commercial swimming pools, tennis courts, clubhouse, and other recreational facilities for the exclusive use of residents and guests.

---End of Exhibit C---

EXHIBIT "D"



---End Of Exhibit D---

EXECUTION COPY

BUCKDALE LLC SITE SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT (“Agreement”) made this ___ day of March, 2019, by and between:

TOWNSHIP OF MARLBORO, a municipal corporation of the State of New Jersey, County of Monmouth, having an address at 1979 Township Drive, Marlboro, New Jersey 07746 (hereinafter the “Township”);

And

BUCKDALE, LLC, a New Jersey limited liability company, having an address at c/o Byron-Hill Homebuilders, 770 Ridge Road, Monmouth Junction, NJ 08852, (hereinafter “Buckdale”);

Collectively, the Township and Buckdale shall be referred to as the “Parties.”

WHEREAS, on December 30, 2008, the Township filed with COAH a petition for substantive certification on the basis of the Township’s 2008 Third Round Housing Element and Fair Share Plan (the “2008 Plan”). On September 8, 2010, pursuant to N.J.A.C. 5:96-12.2, COAH issued an opinion, formally denying the Township’s petition for substantive certification and dismissing the Township from COAH’s jurisdiction; and

WHEREAS, the Township revised its 2008 Compliance Plan with its July 1, 2010 Revised Housing Element and Fair Share Plan (the “2010 Plan”). The 2010 Plan is the last affordable housing compliance plan prepared by the Township; and

WHEREAS, in 2010, as a result of COAH’s decision, which was appealed by the Township, a number of plaintiffs filed exclusionary zoning lawsuits against the Township (“2010 Plaintiffs”). Those plaintiffs included Buckdale, whose action was captioned Buckdale, LLC v. Tp. of Marlboro, et al., Docket No.: MON-L-5472-10 (“Buckdale Lawsuit”). While those exclusionary lawsuits were pending, the Supreme Court issued an Order staying such proceedings until the Township’s appeal of COAH’s September 8, 2010 decision and order could be decided. In response to that Supreme Court Order, on March 25, 2011, the trial court entered an Order dismissing without prejudice the complaints of the 2010 Plaintiffs, including the Buckdale Lawsuit; and

WHEREAS, the Appellate Division issued a decision dated August 7, 2015, which upheld COAH’s September 8, 2010 Order. Following the Appellate Division’s decision, the 2010 Plaintiffs, including Buckdale, refiled their prior lawsuits and additional exclusionary lawsuits were filed against the Township by other parties; and

WHEREAS, as of the date the 2010 Plaintiffs filed their respective lawsuits, the Township had an unfulfilled Prior Round obligation and currently continues to have such an obligation. The

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Township was free to further advance its zoning efforts to ensure that it provided a realistic opportunity to address the entirety of its Prior Round and any portion of its Third Round Mount Laurel Obligation; and

WHEREAS, Buckdale is the owner of the real property known and designated as Block 335, Lots 6, 7 and 11 and is under contract to purchase Block 335, Lot 8 (collectively the "Property") according to the Township's tax and assessment maps. The Property is currently located in the C-2 Neighborhood Commercial District and the Property is suitable for the development of an inclusionary residential development; and

WHEREAS, based on the availability of the Property and its suitability for inclusionary residential development, Buckdale has sought residential zoning for the site since 2000, when it requested a rezoning for a residential development. The 2002 Master Plan Amendment adopted by the Township included the recommendation that the site be rezoned for 8 units per acre, finding the site suitable for residential development and not suitable for retail or office space due to its limited frontage on Route 79; and

WHEREAS, Buckdale has proposed to the Township that the Property be developed with an inclusionary development that contains a maximum of 45 units, including a 20% set aside for units to be affordable to low and moderate income households (the "Inclusionary Development") with the balance of the residential units to be market rate units; and

WHEREAS, after ongoing discussions and negotiations with representatives of the Township and Buckdale, the Township and Buckdale have agreed upon the general terms to allow for the potential development of the Property with the Inclusionary Development as set forth herein; and

WHEREAS, the Parties concur that, in return for the approval of the development of the Property with the market units as set forth herein, Buckdale will incur an obligation to provide affordable housing units in connection with any development of residential units; and

WHEREAS, neither the Marlboro Township Planning Board ("Planning Board") nor the Marlboro Township Zoning Board ("Zoning Board") are parties to this Settlement Agreement but the Parties understand and anticipate that the Planning Board or Zoning Board, as applicable, will abide by the terms of this Agreement as set forth below for the purpose of facilitating a resolution of the Buckdale Lawsuit; and

WHEREAS, to ensure that the Inclusionary Development generates affordable housing credits to be applied to the Township's Round 2 and 3 affordable housing obligations, the affordable units within the Inclusionary Development shall be developed in accordance with COAH prior round regulations, the Uniform Housing Affordability Controls, N.J.A.C. 5:80-26.1 et seq. ("UHAC"), and all other applicable law, and said Inclusionary Development shall be deed restricted for a period of at least 30 years from the initial occupancy of the affordable units; and

WHEREAS, the Parties wish to enter into this Agreement, setting forth the terms, conditions, responsibilities and obligations of the Parties, and seek the Court's approval of this

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Agreement at a Fairness Hearing; and

NOW, THEREFORE, in consideration of the promises, the mutual obligations contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the Parties, the Parties hereto, each binding itself, its successors and assigns, do hereby covenant and agree, each with the other, as follows:

ARTICLE I – PURPOSE

- 1.1 Purpose. The purpose of this Agreement is to settle the Buckdale Lawsuit and to create a realistic opportunity for the construction of the Inclusionary Development, and to generate affordable housing credits for the Township to apply to any Round 2 or 3 obligations assigned to it. The Inclusionary Development shall be substantially consistent with the concept plan attached hereto and made a part hereof as **Exhibit A**, which has been or will be reviewed and is anticipated to be approved by the Township and the Township's professionals, and shall be further subject to the following requirements:
- 1.2 Density. The Property shall be developed as a single family community with a maximum of 45 units, inclusive of 9 affordable housing units and 36 market rate units, which 45 units may be a combination of detached, semi-detached or attached units. The affordable housing units are described in greater detail in Section 3.1 herein.
- 1.3 Minimum Land Area. See Bulk Table attached hereto as **Exhibit B**.
- 1.4 Height. The development of the Property shall have a maximum height in accordance with Exhibit B.
- 1.5 Unit Width. Each unit shall be of varying width in accordance with **Exhibit B**.
- 1.6 Setbacks. The development of the Property shall comply with all applicable building setbacks set forth in **Exhibit B**.
- 1.7 Floor Area. The minimum floor area shall be in accordance with **Exhibit B**.
- 1.8 Parking. Buckdale hereby agrees to provide parking in accordance with **Exhibit B**.

ARTICLE II - BASIC TERMS AND CONDITIONS

2.1 This Agreement is subject to Court approval. The Parties will work together to ensure that the Court approves the Agreement within 120 days of the date hereof. In the event the Court does not approve the Agreement in the time period set forth above, Buckdale shall have the right to terminate the Agreement and pursue all rights which exist according to law. Notwithstanding the foregoing and Section 4.1 below, Buckdale shall not be prohibited at any time from seeking a use variance, subdivision and site plan approval for the Property from the Zoning Board. The Township will not object to said use variance if it seeks a use and provides for affordable housing substantially consistent with the terms of this Agreement. The submission of

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such an application to the Zoning Board shall not release the Township of its obligation to re-zone the Property in accordance with Section 4.1.

2.2 In the event of any legal challenges to the Court's approval of this Agreement or the required Approvals for the Inclusionary Development, the Parties shall diligently defend any such challenge and shall cooperate with each other regarding said defense. In addition, if any such challenge results in a modification of this Agreement or the Inclusionary Development, the Parties shall negotiate in good faith with the intent to draft a mutually-acceptable amended Agreement.

ARTICLE III – BUCKDALE OBLIGATIONS

3.1 **Affordable Housing Set-Aside.** Buckdale shall have an obligation to deed-restrict twenty percent (20%) of the residential units in the Inclusionary Development as low (10%) and moderate (10%) income family affordable units. Any fractional units shall be moderate income units. Any such affordable units shall comply with UHAC, applicable COAH affordable housing regulations, any applicable order of the Court, and other applicable laws.

- 3.1.1 In addition, the affordable units shall remain affordable units for a period of not less than thirty (30) years from the date of their initial occupancy (“Deed-Restriction Period”) so that the Township may count the units against its obligations to provide affordable housing. This obligation includes, but is not limited to, Buckdale’s obligation to comply with the bedroom distribution requirements, pricing requirements, affirmative marketing requirements, candidate qualification and screening requirements, and deed restriction requirements. Nothing in this Agreement shall obligate Buckdale to provide more than 9 affordable units within the Inclusionary Development.
- 3.1.2 The bedroom distribution of the affordable housing units shall be in compliance with COAH’s Round Two substantive regulations, N.J.A.C. 5:93, which the Parties believe will govern the issue, or as approved by the Special Master and the Court.
- 3.1.3 Buckdale shall contract with an experienced administrative agent (“Administrative Agent”) for the administration of the affordable units and shall have the obligation to pay all costs associated with properly deed restricting the affordable units in accordance with UHAC and other applicable laws for the Deed-Restriction Period. Buckdale and its Administrative Agent shall work with the Township and the Township’s Administrative Agent regarding any affordable housing monitoring requirements imposed by COAH or the Court.
- 3.1.4 The Parties agree that the affordability controls shall be at least 30 years after the date of the initial occupancy of the affordable units with controls beyond that thirty (30) year period governed by N.J.A.C. 5:80-26.5 The Parties agree that the affordable units are to be included in the Affordable Housing Plan to be approved and credited by the Court in the Buckdale

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Lawsuit, and that the credits will be applied against any Round 2 and 3 obligation assigned to the Township.

- 3.1.5 Upon written notice, Buckdale shall provide detailed information requested by the Township, or the Township's Administrative Agent, within 30 days concerning Buckdale's compliance with UHAC and other applicable laws.

3.2 Obligation Not To Oppose Township's Application for Approval of its Affordable Housing Plan. As it pertains to the Property, Buckdale shall not directly or indirectly oppose or undertake any action to interfere with the Court's adjudication of the Township's affordable housing obligations and compliance standards. Buckdale shall also not directly or indirectly oppose or undertake any action to interfere with the Court's approval and/or implementation of an Affordable Housing Plan, as it may be amended in any form, unless the Affordable Housing Plan deprives Buckdale of any rights created hereunder, or unless any other plaintiffs or interested parties undertake any action to obstruct or impeded Buckdale from securing such approvals as it needs to develop the Inclusionary Development on the Property.

3.3 Obligation to Dismiss the Buckdale Lawsuit. Upon the Court's approval of this Agreement at the Fairness Hearing, Buckdale shall sign a stipulation to dismiss the Buckdale Lawsuit with prejudice and hold that stipulation in escrow. Once the Planning Board or Zoning Board, as applicable, adopts and publishes a resolution approving Buckdale's development application for the Property as contemplated by this Agreement and as set forth in Article 4.1 and the statutory appeal period expires, Buckdale shall file the stipulation of dismissal with the Court.

3.4 FSHC's Attorney's Fees. Buckdale shall pay one-seventh (1/7) of the FSHC's attorney's fees (i.e. \$10,714.29) pursuant to the Township's FSHC Settlement due within thirty (30) days of the Court's approval of the Township's FSHC Settlement pursuant to a duly-noticed fairness hearing.

ARTICLE IV - OBLIGATIONS OF THE TOWNSHIP

4.1 Obligation To Re-Zone; Zoning Board Application Option.

a. On or before ninety (90) days of the Court's approval of this Agreement, the Township agrees to adopt a zoning ordinance to amend the Land Use and Development Ordinance (the "Land Use Ordinance") for the Property to allow for the development of the Inclusionary Development, with the Principal Permitted Uses to include single family and multi-family residential with an inclusionary affordable housing component consistent with the terms of this Agreement (the "Land Use Amendment"). Pending the adoption of such a Land Use Ordinance, Buckdale may apply at any time to the Zoning Board for a use variance, subdivision and site plan approval for the Inclusionary Development and the Zoning Board shall conduct a hearing on Buckdale's development application for the Inclusionary Development pursuant to this Agreement. Before making any determination to go forward with the Inclusionary Development, Buckdale agrees to convert its preliminary concept plan for the Inclusionary Development into a detailed development plan, by retaining the requisite architect and engineer to develop the requisite detailed site plans (including building plans) for the Inclusionary Development (the "Detailed Plans").



Upon its receipt and evaluation of the Detailed Plans (including due diligence as to cost to construct), Buckdale agrees to promptly determine whether it shall proceed with the Inclusionary Development, as the same may be modified in light of the Detailed Plans, subject in any case to requisite approval from the Planning Board or Zoning Board, as applicable, and other applicable governmental agencies. If Buckdale determines to proceed with the Inclusionary Development, the Township agrees to permit the Inclusionary Development, subject to the following conditions:

1. **Affordable Housing Component** - The Detailed Plans will have an inclusionary affordable housing component equal to 20% of the total residential units.

2. **Affordability Controls and Other Requirements.** The Parties agree that the affordability controls shall be at least 30 years after the date of the initial occupancy of the affordable units with controls beyond that thirty (30) year period governed by N.J.A.C. 5:80-26.5. The parties further agree that any such affordable housing units are to be included in the Township's Fair Share Plan to be approved and credited by the Court towards the Township's Round 3 affordable housing obligation. Buckdale will provide low and moderate affordable housing units, and all such units will be developed subject to the Fair Housing Act, N.J.S.A. 52:27D-301, et seq., the Uniform Housing Affordability Controls ("UHAC") regulations, N.J.A.C. 5:80-26.1, et seq., any other applicable affordable housing regulations (including COAH Round 2 regulations), and any Orders of the Court setting affordable housing standards.

3. **Zoning Board Application** - The Township and Buckdale agree that unrestricted residential use shall be made one of the permitted uses for the Property by way of the Land Use Amendment to be adopted by the Township. The development regulations and bulk standards to be included in the amendment to the Land Use Ordinance for the Property shall include items (i) through (v) of this subsection 4.1(a)(3) below.

i. **Permitted Principal Uses.** Permitted Principal Uses for the Property shall be single family and multi-family residential housing with an inclusionary affordable housing component.

ii. **Permitted Accessory Uses.** Permitted Accessory Uses and ancillary uses for the Property shall be parking structures and various amenities (clubhouse; swimming pool; fitness center; playgrounds; recreational courts; garbage, trash, and recycling facilities; rooftop decks and related amenities and the like) typical of Class "A" housing.

iii. **Maximum Buildable Area.** The maximum allowable buildable area for the Property shall be in accordance with **Exhibit B**.

iv. **Minimum Lot Size, Lot Width, and Setbacks; Maximum Building Height and Maximum Impervious Coverage.** These requirements are set

forth on **Exhibit B** hereto.

v. Parking. - Parking within for the Property shall be as shown in **Exhibit B** Bulk Table.

b. Pursuant to any application from Buckdale for subdivision and/or preliminary and final site plan approvals of the Inclusionary Development, the Township Planning Board or Zoning Board, as applicable, must review and approve any final development plans and development information, including such information for affordable housing as well as a schedule for developing the affordable housing units.

c. The parties understand and agree that this Agreement sets forth the general agreed upon terms for the rezoning of a portion of the C-2 District to allow for Buckdale's development of the Inclusionary Development on the Property and for its potential application to the Zoning Board for use variance, subdivision and site plan approval in advance of the adoption of the Land Use Amendment.

d. The parties agree to proceed in good faith through the rezoning and Board approval processes and potentially developing the site in compliance with the terms of this Agreement. This Agreement may be filed with the Court in the Buckdale Lawsuit, and may be subject to the Court's and the Court Special Master's approval.

4.2 Representation regarding Sufficiency of Water and Sewer: The Township agrees to reasonably comply with Buckdale's investigation and inquiry into the sufficiency of potable water and sewer capacity for the Inclusionary Development on the Property. Any water, sewer, or any other utility infrastructure or improvements, whether on-site, off-site or off-tract, required for the development of the proposed Inclusionary Development shall be at the sole cost and expense of Buckdale. Buckdale may provide a pro rata contribution in accordance with N.J.S.A. 40:55D-42 and Section 5.3 of this Agreement, as applicable, for any such improvements which are located off site or off tract.

4.4 Obligation To Cooperate: The Township acknowledges that in order for Buckdale to construct the Inclusionary Development, Buckdale will be required to obtain any and all necessary and applicable agreements, approvals, and permits from all relevant public entities and utilities; such as, by way of example only, the Township, the Planning Board or Zoning Board, the County of Monmouth, the Monmouth County Planning Board, the New Jersey Department of Environmental Protection, the New Jersey Department of Transportation, the Freehold Soil Conservation District and the like, including the Township's ordinance requirements as to site plan and subdivision approval (the "Required Approvals"). The Township agrees to use reasonable efforts to assist Buckdale in its undertakings to obtain the Required Approvals.

ARTICLE V – OBLIGATIONS OF THE PLANNING BOARD

5.1 Obligation to Participate in Rezoning and Hearings with Reasonable Diligence. Notwithstanding any other provision of Article V, the Parties understand that neither

the Planning Board nor the Zoning Board are parties to this Agreement, but the Parties anticipate that these Boards will honor the provisions set forth herein. Expeditiously following Buckdale's submission of an application for the Inclusionary Development, the Zoning Board shall hold a hearing on Buckdale's development application for the Property. In the event that following the adoption of the Land Use Amendment, Buckdale submits an application to the Planning Board for the development of the Inclusionary Development, expeditiously following such submission, the Planning Board shall hold a hearing on Buckdale's development application for the Property.

5.2 Obligation to Process Buckdale's Development Applications with Reasonable Diligence. The Planning Board or Zoning Board, as applicable, shall take all reasonable steps to expedite the processing of Buckdale's development applications for the Inclusionary Development and within the time limits imposed by the MLUL. In the event of any appeal of the Required Approvals, or Court approval of this Agreement, the respective Board shall process and take action on any development application by Buckdale for the Property, which decision may be conditioned upon the outcome of any pending appeal.

5.3 Obligation to Refrain From Imposing Cost-Generative Requirements. The Planning Board and Zoning Board recognize that the Required Approvals for the Inclusionary Development and this Agreement all contemplate the development of an "inclusionary development" within the meaning of the Mount Laurel doctrine, and Buckdale shall be entitled to any benefits, protections, and obligations afforded to developers of inclusionary developments in addition to what Buckdale agreed to in this Agreement. Nothing shall prevent Buckdale from applying for a waiver or bulk variance from any standard imposed by the Township's Land Use and Development Ordinance, as applicable, and the standards set forth in the MLUL, as applicable, shall determine if Buckdale is entitled to this relief or to a waiver or de minimus exception to any standard or requirement of the Residential Site Improvement Standards under the applicable regulations. No such waiver shall increase the number of residential units nor diminish the number of affordable units. Notwithstanding the above, the Township Council, the Planning Board and the Zoning Board are under no obligation to grant or approve any request for a variance, waiver or de minimus exception.

ARTICLE VI – MUTUAL OBLIGATIONS

6.1 Obligation To Comply with State Regulations: 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 Inclusionary Development 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.

6.2 Mutual Good Faith, Cooperation and Assistance. 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 Court, the Required Approvals

4

for the Inclusionary Development, the development of the Property consistent with the terms hereof, and the defense of any challenge with regard to any of the foregoing.

6.3 Defense of Agreement. Each party exclusively shall be responsible for all costs which they may incur in obtaining Court approval of this Agreement and any appeal therefrom, or from obtaining the Required Approvals for the Inclusionary Development. The Parties shall diligently defend any such challenge.

ARTICLE VII - AFFORDABLE HOUSING CREDITS

7.1 Upon written notice, Buckdale 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 the creditworthiness of the affordable units.

ARTICLE VIII - COOPERATION AND COMPLIANCE

8.1 Implementation And Enforcement Of Agreement: The Parties agree to cooperate with each other, provide all reasonable and necessary documentation, and take all necessary actions to satisfy the terms and conditions hereof and assure compliance with the terms of this Agreement, subject to prior written agreement between the Parties on payment by the requesting party of the requested party's direct costs and expenses in connection with such assistance. The Township's obligation to cooperate shall be further conditioned upon Buckdale paying and maintaining current real estate taxes, subject to any Exemption for the Inclusionary Development.

ARTICLE IX - NOTICES

9.1 Notices: Any notice or transmittal of any document required, permitted or appropriate hereunder and/or any transmittal between the Parties relating to the Property (herein "Notice[s]") shall be written and shall be served upon the respective Parties by facsimile, electronic mail or by certified mail, return receipt requested, or recognized overnight or personal carrier such as, for example, Federal Express, with certified proof of receipt, and, where feasible (for example, any transmittal of less than fifty (50) pages), and in addition thereto, an electronic mail or facsimile delivery shall be provided. All Notices shall be deemed received upon the date of delivery set forth in such certified proof, and all times for performance based upon notice shall be from the date set forth therein. Delivery shall be affected as follows, subject to change as to the person(s) to be notified and/or their respective addresses upon ten (10) days' notice as provided herein:

TO BUCKDALE:

Buckdale Property, LLC
Attention: Luther Gueyikian
Byron-Hill Homebuilders
770 Ridge Road
Monmouth Junction, NJ 08852
Fax: (732) 308-4288

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E-mail: luther@gueyikian.com,
joanne@bhhomes.com

WITH COPIES TO:

Connell Foley, LLP
Attention: Patrick J. McAuley, Esq.
56 Livingston Avenue
Roseland, NJ 07068
Fax: (973) 535-2413
E-mail: pmcauley@connellfoley.com

TO THE TOWNSHIP OF MALBORO:

Township of Marlboro
Attention: Jonathan Capp, BA
administration@marlboro-nj.gov
1979 Township Drive
Marlboro, NJ 07746
Fax: (732) INSERT
E-Mail: INSERT

WITH COPIES TO:

Rainone, Coughlin & Minchello, LLP
Attention: Louis Rainone, Esq.
One Woodbridge Center, Suite 515
Woodbridge, New Jersey 07095
Fax: (732) 791-1555
E-Mail: lrainone@njrcmlaw.com

AND TO:

DeCotiis, FitzPatrick, Cole & Giblin, LLP
Attention: Ronald Gordon, Esq.
Glenpointe Centre West
500 Frank W. Burr Boulevard, Ste.31
Teaneck, NJ 07666
Fax: (201) 928-0588
E-Mail: rgordon@decotiislaw.com

In the event any of the individuals identified above has a successor, the individual identified shall name the successor and notify all others identified of their successor.

ARTICLE X - MISCELLANEOUS

10.1 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.

10.2 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.

10.3 Governing Law: This Agreement shall be governed by and construed by the laws of the State of New Jersey.

10.4 No Modification: This Agreement may not be modified, amended or altered in any way except by a writing signed by each of the Parties.

10.5 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.

10.6 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.

10.7 Interpretation: Each of the Parties hereto acknowledges that this Agreement was not drafted by any one of the Parties, but was drafted, negotiated and reviewed by all Parties, and, therefore, the presumption of resolving ambiguities against the drafter shall not apply. Each of the Parties expressly represents to the other Parties that: (a) it has been represented by counsel in connection with negotiating the terms of this Agreement; and (b) it has conferred due authority for execution of this Agreement upon the person(s) executing it.

10.8 Necessity of Required Approvals: The Parties recognize that the subdivision and site plans required to implement the Inclusionary Development provided in this Agreement, and such other actions as may be required of the Planning Board, Zoning Board or Township under this Agreement, cannot be approved except on the basis of the independent reasonable judgment by the Planning Board, Zoning 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 Buckdale from appealing any denials of or conditions imposed by the Planning Board or the Zoning Board, as the case may be, in accordance with the MLUL or taking any other action permitted by law.

10.9 Schedules: Any and all Exhibits and Schedules annexed to this Agreement are hereby made a part of this Agreement by this reference thereto. Any and all Exhibits and Schedules now and/or in the future are hereby made or will be made a part of this Agreement with prior written approval of both Parties.

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

10.11 Conflict Of Interest: No member, official or employee of the Township or the Planning Board or Zoning Board shall have any direct or indirect interest in this Agreement, nor participate in any decision relating to the Agreement which is prohibited by law, absent the need to invoke the rule of necessity.

10.12 Effective Date: Anything herein contained to the contrary notwithstanding, the effective date ("Effective Date") of this Agreement shall be the date upon which the last of the Parties to execute this Agreement has executed and delivered this Agreement.

10.13 Waiver. The Parties agree that this Agreement is enforceable. Each of the Parties waives all rights to challenge the validity or the ability to enforce this Agreement. Failure to enforce any of the provisions of this Agreement by any of the Parties shall not be construed as a waiver of these or other provisions.

10.14 Captions. The captions and titles to this Agreement and the several sections and subsections are inserted for purposes of convenience of reference only and are in no way to be construed as limiting or modifying the scope and intent of the various provisions of this Agreement.

10.15 Default. In the event that any 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 all of the other Parties 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(ies) 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, by way of a motion for enforcement of litigant's rights.

10.16 Notice of Actions. The Parties and their respective counsel agree immediately to provide each other with notice of any lawsuits, actions or governmental declarations threatened or pending by third parties of which they are actually aware which may affect the provisions of this Agreement.

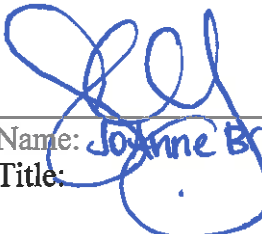
10.17 Construction, Resolution of Disputes. This Agreement has been entered into and shall be construed, governed and enforced in accordance with the laws of the State of New Jersey without giving effect to provisions relating to the conflicts of law. Jurisdiction of any litigation ensuing with regard to this Agreement exclusively shall be in the Superior Court of New Jersey, with venue in Monmouth County. Service of any complaint may be effected consistent with the terms hereof for the delivery of "Notices," hereinafter defined. The Parties waive formal service of process. The Parties expressly waive trial by jury in any such litigation.

10.18 Conflicts. The Parties acknowledge that this Agreement cannot be modified by the Buckdale Lawsuit or any amendments to the Township's Affordable Housing Plan or Land Use and Development Ordinances and this Agreement shall control with respect to those matters as applied to the Property. Upon the entry of a Judgment of Compliance and Repose in the Township's Buckdale Lawsuit, and after the Buckdale Lawsuit is concluded, the Court shall retain jurisdiction to ensure compliance with the terms and conditions of this Agreement. As to any inconsistencies between the Required Approvals for the Inclusionary Development and this Agreement, the Required Approvals for the Inclusionary Development shall control.

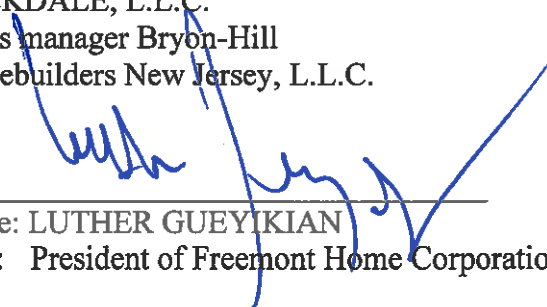
10.19 Recitals. The recitals of this Agreement are incorporated herein and made a part hereof.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be properly executed, their corporate seals affixed and attested and this Agreement to be effective as of the Effective Date.

Witness/Attest:




Name: Joanne Briggs
Title:

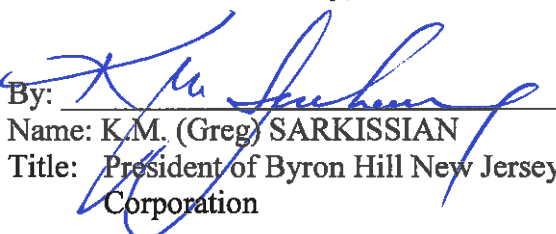
BUCKDALE, L.L.C.
By its manager Bryon-Hill
Homebuilders New Jersey, L.L.C.

By: _____
Name: LUTHER GUEYIKIAN
Title: President of Freemont Home Corporation

Dated: 3/20/2019

Witness/Attest:



Name: John Mouradian
Title:

BUCKDALE, L.L.C.
By its manager Bryon-Hill
Homebuilders New Jersey, L.L.C.

By: _____
Name: K.M. (Greg) SARKISSIAN
Title: President of Byron Hill New Jersey Corporation

Dated: 3/20/2019

Witness/Attest:

TOWNSHIP OF MARLBORO
By: JONATHAN HORNIK
as its MAYOR

[Handwritten Signature]

By: *[Handwritten Signature]*
Jonathan Hornik, Mayor

Dated: *4/10/19*

EXHIBIT A

CONCEPT PLAN FOR INCLUSIONARY DEVELOPMENT

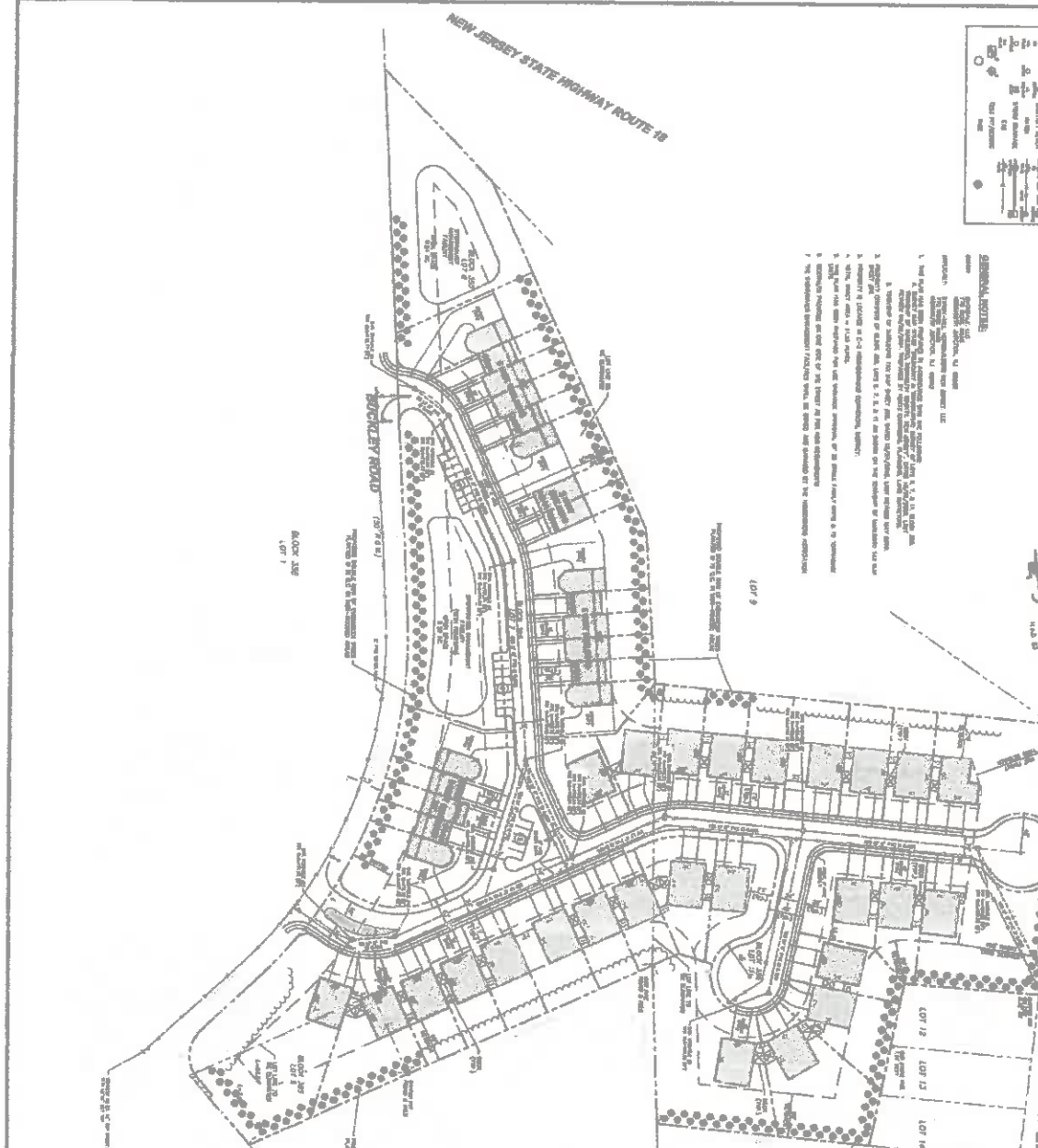
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LEGEND

Symbol	Description
—	Proposed Street
—	Proposed Lane
—	Proposed Alley
—	Proposed Path
—	Proposed Sidewalk
—	Proposed Bicycle Lane
—	Proposed Utility Line
—	Proposed Water Line
—	Proposed Sewer Line
—	Proposed Storm Sewer Line
—	Proposed Gas Line
—	Proposed Cable Line
—	Proposed Fiber Optic Line
—	Proposed Telephone Line
—	Proposed Data Line
—	Proposed Power Line
—	Proposed Steam Line
—	Proposed Refrigerant Line
—	Proposed Air Conditioning Line
—	Proposed Gas Vent Line
—	Proposed Exhaust Line
—	Proposed Drain Line
—	Proposed Downspout Line
—	Proposed Fire Alarm Line
—	Proposed Security System Line
—	Proposed Access Control Line
—	Proposed Intercom Line
—	Proposed Video Surveillance Line
—	Proposed Access Point Line
—	Proposed Antenna Line
—	Proposed Cable TV Line
—	Proposed Fiber Optic Line
—	Proposed Telephone Line
—	Proposed Data Line
—	Proposed Power Line
—	Proposed Steam Line
—	Proposed Refrigerant Line
—	Proposed Air Conditioning Line
—	Proposed Gas Vent Line
—	Proposed Exhaust Line
—	Proposed Drain Line
—	Proposed Downspout Line
—	Proposed Fire Alarm Line
—	Proposed Security System Line
—	Proposed Access Control Line
—	Proposed Intercom Line
—	Proposed Video Surveillance Line
—	Proposed Access Point Line
—	Proposed Antenna Line

PROPOSED DEVELOPMENT

Lot No.	Area (Sq. Ft.)	Number of Units	Unit Type
1	10,000	10	Single-Family Detached
2	8,000	8	Single-Family Detached
3	12,000	12	Single-Family Detached
4	15,000	15	Single-Family Detached
5	10,000	10	Single-Family Detached
6	8,000	8	Single-Family Detached
7	12,000	12	Single-Family Detached
8	15,000	15	Single-Family Detached
9	10,000	10	Single-Family Detached
10	8,000	8	Single-Family Detached
11	12,000	12	Single-Family Detached
12	15,000	15	Single-Family Detached
13	10,000	10	Single-Family Detached
14	8,000	8	Single-Family Detached
15	12,000	12	Single-Family Detached
16	15,000	15	Single-Family Detached
17	10,000	10	Single-Family Detached
18	8,000	8	Single-Family Detached
19	12,000	12	Single-Family Detached
20	15,000	15	Single-Family Detached
21	10,000	10	Single-Family Detached
22	8,000	8	Single-Family Detached
23	12,000	12	Single-Family Detached
24	15,000	15	Single-Family Detached
25	10,000	10	Single-Family Detached
26	8,000	8	Single-Family Detached
27	12,000	12	Single-Family Detached
28	15,000	15	Single-Family Detached
29	10,000	10	Single-Family Detached
30	8,000	8	Single-Family Detached
31	12,000	12	Single-Family Detached
32	15,000	15	Single-Family Detached
33	10,000	10	Single-Family Detached
34	8,000	8	Single-Family Detached
35	12,000	12	Single-Family Detached
36	15,000	15	Single-Family Detached
37	10,000	10	Single-Family Detached
38	8,000	8	Single-Family Detached
39	12,000	12	Single-Family Detached
40	15,000	15	Single-Family Detached
41	10,000	10	Single-Family Detached
42	8,000	8	Single-Family Detached
43	12,000	12	Single-Family Detached
44	15,000	15	Single-Family Detached
45	10,000	10	Single-Family Detached
46	8,000	8	Single-Family Detached
47	12,000	12	Single-Family Detached
48	15,000	15	Single-Family Detached
49	10,000	10	Single-Family Detached
50	8,000	8	Single-Family Detached
51	12,000	12	Single-Family Detached
52	15,000	15	Single-Family Detached
53	10,000	10	Single-Family Detached
54	8,000	8	Single-Family Detached
55	12,000	12	Single-Family Detached
56	15,000	15	Single-Family Detached
57	10,000	10	Single-Family Detached
58	8,000	8	Single-Family Detached
59	12,000	12	Single-Family Detached
60	15,000	15	Single-Family Detached
61	10,000	10	Single-Family Detached
62	8,000	8	Single-Family Detached
63	12,000	12	Single-Family Detached
64	15,000	15	Single-Family Detached
65	10,000	10	Single-Family Detached
66	8,000	8	Single-Family Detached
67	12,000	12	Single-Family Detached
68	15,000	15	Single-Family Detached
69	10,000	10	Single-Family Detached
70	8,000	8	Single-Family Detached
71	12,000	12	Single-Family Detached
72	15,000	15	Single-Family Detached
73	10,000	10	Single-Family Detached
74	8,000	8	Single-Family Detached
75	12,000	12	Single-Family Detached
76	15,000	15	Single-Family Detached
77	10,000	10	Single-Family Detached
78	8,000	8	Single-Family Detached
79	12,000	12	Single-Family Detached
80	15,000	15	Single-Family Detached



- ### GENERAL NOTES
- The proposed development shall be in accordance with the provisions of the Township Zoning Ordinance, 2006, as amended, and any other applicable laws, rules, regulations, and ordinances of the Township of Gladstone, New Jersey, and the State of New Jersey.
 - The proposed development shall be in accordance with the provisions of the Township Zoning Ordinance, 2006, as amended, and any other applicable laws, rules, regulations, and ordinances of the Township of Gladstone, New Jersey, and the State of New Jersey.
 - The proposed development shall be in accordance with the provisions of the Township Zoning Ordinance, 2006, as amended, and any other applicable laws, rules, regulations, and ordinances of the Township of Gladstone, New Jersey, and the State of New Jersey.
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 - The proposed development shall be in accordance with the provisions of the Township Zoning Ordinance, 2006, as amended, and any other applicable laws, rules, regulations, and ordinances of the Township of Gladstone, New Jersey, and the State of New Jersey.
 - The proposed development shall be in accordance with the provisions of the Township Zoning Ordinance, 2006, as amended, and any other applicable laws, rules, regulations, and ordinances of the Township of Gladstone, New Jersey, and the State of New Jersey.
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 - The proposed development shall be in accordance with the provisions of the Township Zoning Ordinance, 2006, as amended, and any other applicable laws, rules, regulations, and ordinances of the Township of Gladstone, New Jersey, and the State of New Jersey.
 - The proposed development shall be in accordance with the provisions of the Township Zoning Ordinance, 2006, as amended, and any other applicable laws, rules, regulations, and ordinances of the Township of Gladstone, New Jersey, and the State of New Jersey.



DEVELOPMENT TYPE	
Single Units	26
Townhouse Units	18
TOTAL UNITS	46

Category	Value
Total Units	46
Single-Family Detached	26
Townhouse	18
Total Area (Sq. Ft.)	1,200,000
Lot Area (Sq. Ft.)	100,000
Open Space (Sq. Ft.)	100,000
Water (Sq. Ft.)	100,000
Other (Sq. Ft.)	100,000
Total (Sq. Ft.)	1,600,000

SUBMISSION / SITE PLAN LAYOUT

BUCKDALE
DISTRICT C-2 ZONING

LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46

ANNE S. MORGAN ARCHITECTS, LLC

ANNEX ARCHITECTS

ANNEX ARCHITECTS, LLC
501 W. MARKET STREET, SUITE 200
JACKSONVILLE, FL 32202

EXHIBIT B

GUIDELINES for SUBDIVISION

SUBDIVISION GUIDELINES

1. Min. Lot Area	10	Acres
2. Max Number of Units	45	Units
3. Min. Lot Area		
(i) For Single Family Detached	4,000	SF
(ii) For Semi-Attached and Attached	Varies	
4. Max. Impervious (paving, parking, sidewalks, dwellings & driveways)	60	%
5. Min. Public R.O.W	40	ft
6. Paved Road Section	24	ft
7. Min. Parking Spaces	The Lesser of RSIS or Township Requirements	
8. Detention Basin Owned and Managed by	HOA	
9. Grounds, Landscaping and Tree Management, Managed by	HOA	
10. Refuse Pickup	Curbside	
11. Mail Delivered to Each Unit	Delivered to Each Unit USPS	
12. On-Site Recreation	None	
13. Min. Perimeter Setback for Dwellings	50	ft
14. Min. Set Back for Dwellings from Rt. 79	100	ft
15. Ancillary uses are permitted in all setbacks.		

BUILDING DESIGN GUIDELINES

16. Building Front Yard Setback	25	ft
17. Max. Attached Units in a Series	6	units
18. Min. Distance between attached & semi-attached units	25	ft
19. Side Yard Between free standing units Permitted to use zero (0) ft. side yard on one side with ten (10) ft. on the opposite side, or any variations thereof	10	ft
20. Max Building Height as defined in the Township Ordinance	35	ft
21. Max. Stories per Building	3	floors
22. Min. Average Unit Width for:		
(i) Single Family	30	ft
(ii) Attached, Semi-Attached & COAH Units	Varies	
23. Attached & Semi-Attached Building Façade to		

4

- Vary Every 3rd Unit by 4ft
24. Minimum Floor Area (living space) 1,000 sq. ft
25. Single Family Dwelling Architectural Variation To comply with TWSP Ordinance #220-38
26. Maximum Building Coverage To comply with setback requirements.
27. Decks/Patios permitted for all units 10 x 10 ft Rear & Side yard.
28. Permitted and Allowed Accessory Uses and ancillary uses for the Property shall be any use which is customarily incidental and subordinate to the principal use of the property.



SETTLEMENT AGREEMENT

This Settlement Agreement (hereinafter, the “Agreement”) is made by, between, and among the Township of Marlboro (hereinafter, the “Township”), the governing body of the Township (hereinafter, “Township Council”), The Planning Board of Marlboro (hereinafter, the “Planning Board”) and EL at Marlboro 79, LLC (hereinafter, “EL”) (hereinafter, the Township, Township Council, the Planning Board, and EL shall sometimes collectively be referred to as the “Parties”; and hereinafter the Township, Township Council and Planning Board shall sometimes be collectively referred to as the “Township Parties”).

RECITALS

WHEREAS, the Township is a municipality in the State of New Jersey; and

WHEREAS, EL is a Delaware limited liability company, having an address of 2465 Kuser Road, 3rd Floor, Hamilton, NJ 08690; and

WHEREAS, EL is the owner of property located in the Township designated as Block 415, Lot 22, an approximately 34-acre parcel having frontage on State Route 79 (hereinafter, the “Property”); and

WHEREAS, without the affordable housing obligation required by applicable law and imposed upon the Township by the Court, the Township would not consider the development of the Property as contemplated by this agreement: and,

WHEREAS, EL as successor filed a Builder’s Remedy action against the Township regarding the Property captioned , EL at Marlboro 79 LLC v. Township of Marlboro and The Planning Board of Marlboro, Docket MON-L-2974-15 (hereinafter, the “EL Builder’s Remedy Action”); and

WHEREAS, pursuant to applicable law the Township intends to prepare a Housing Element and Fair Share Plan (hereinafter “Affordable Housing Plan”), that will be adopted by the Planning Board, endorsed by the Township Council, and submitted to the Superior Court of New Jersey (hereinafter, the “Court”) for review and approval; and

WHEREAS, in consideration for the settlement of EL’s builders remedy action and as required by applicable affordable housing law, the Affordable Housing Plan will include the Property as an inclusionary development at a density of not less than 280 total units; and

WHEREAS, as directed by the Court, the adoption of the Affordable Housing Plan and the settlement of EL Builder’s Remedy Action will be submitted to the Court Appointed Special Master and the Court for approval and, in consideration for the settlement of the Builders Remedy action and as required by applicable affordable housing law. ; and

WHEREAS, EL intends to develop the Property as an inclusionary development of 280 residential units, 20% of which are affordable rental apartments within 1 or 2 three-story buildings and market rate townhomes as shown on the attached Exhibit A plan (“Inclusionary Development”); and

WHEREAS, to ensure that the Inclusionary Development generates affordable housing credits to be applied to the Township’s affordable housing obligations, the affordable units within the Inclusionary Development shall be developed in accordance with the Uniform Housing Affordability Controls, N.J.A.C. 5:80-26.1 et seq. (“UHAC”) and shall be deed restricted for a period of at least 30 years; and

WHEREAS, the Parties wish to enter into this Agreement, setting forth the terms, conditions, responsibilities and obligations of the Parties, and seek the Court’s approval of this Agreement; and

NOW, THEREFORE, in consideration of the promises, the mutual obligations contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the Parties, the Parties hereto, each binding itself, its successors and assigns, do hereby covenant and agree, each with the other, as follows:

I. TERMS AND CONDITIONS.

A. The purpose of this Agreement is to settle the EL Builder's Remedy Action and to create a realistic opportunity for the construction of the Inclusionary Development as required by applicable law and to generate affordable housing credits for the Township to apply to any Round 2 and/or Round 3 affordable housing obligations assigned to it. The Inclusionary Development shall be substantially consistent with the concept plan and attached hereto and made a part hereof as **Exhibit A**, which has been reviewed and approved by the Township Parties and the Township Parties' professionals.

B. The Township will seek Court approval by way of a "Fairness Hearing," of its 2nd and 3rd Round plans and will include in the plan a rezoning of EL's property to allow for the construction of an inclusionary development of 280 units consistent with the attached Exhibit A plan and the attached Exhibit B Rezoning Ordinance (as such term is defined below).

C. In the event of any legal challenges to the Court's approval of this Agreement, or the Rezoning Ordinance (as such term is herein defined), the Parties must diligently defend any such challenge and shall cooperate with each other regarding said defense. In addition, if any such challenge results in a judicially imposed reduction of the number of units or invalidates the Rezoning Ordinance that is the subject of this Agreement, the Parties must negotiate in good faith

with the intent to draft a mutually-acceptable amended Agreement reasonably consistent with this Agreement and the Rezoning Ordinance that would pass judicial scrutiny.

D. This Agreement does not purport to resolve all the issues before the Court that have been raised in the Compliance Action.

II. EL'S OBLIGATIONS. EL shall have an obligation to deed-restrict twenty percent (20%) of the residential units in the Inclusionary Development as very low, low, and moderate income affordable units in accordance with the percentages required by UHAC, the applicable affordable housing regulations, any applicable order of the Court, and other applicable laws (except that in lieu of 10 percent of affordable units being required to be at 35 percent of median income, 13 percent of affordable units in this Inclusionary Development shall be required to be at 30 percent of median income).

A. In addition, the affordable units shall remain affordable rental units for a period of not less than thirty (30) years until released by the Township in accordance with UHAC guidelines ("Deed-Restriction Period") so that the Township may count the units against its obligations to provide rental housing in this or future rounds. This obligation includes, but is not limited to, the obligation to comply with the bedroom distribution requirements, very low/low/moderate income split requirements, pricing requirements, affirmative marketing requirements, candidate qualification and screening requirements and deed restriction requirements.

B. The phasing in accordance with N.J.A.C. 5:93-5.6(d) of the affordable housing units shall be in compliance with COAH's Round Two substantive regulations, N.J.A.C. 5:93, which the Parties believe will govern the issue, or as approved by the Special Master of the Court and the Court.

C. EL shall have the option to self-administer the rental of the affordable units or shall contract with an experienced administrative agent (“Administrative Agent”) for the rental administration of the affordable units. In either case, EL shall have the obligation to pay all costs associated with properly deed restricting the affordable units in accordance with UHAC and other applicable laws for the Deed-Restriction Period.

D. The Parties agree that the affordable units are to be included in the Affordable Housing Plan to be approved and credited by the Court in the Compliance Action, and will be counted toward the Township’s Round 2 and/or Round 3 affordable housing obligation.

E. Upon written notice, EL shall provide detailed information requested by the Township, or the Township’s Administrative Agent, specifically related to and concerning EL’s compliance with UHAC and other applicable laws.

F. Obligation Not To Oppose Township’s Application for Approval of its Affordable Housing Plan: As it pertains to the Property, EL shall not directly or indirectly oppose or undertake any action to interfere with the Court’s approval and/or implementation of the Affordable Housing Plan, as it may be amended in any form, unless the Affordable Housing Plan impairs or deprives any of EL’s rights as granted hereunder or unless any other defendants herein or interested parties undertake any action to obstruct, impede, or challenge EL’s inclusion of the rezoning of EL’s property or otherwise oppose, challenge, or appeal any approvals needed to develop the Inclusionary Development on the Property consistent with this Agreement.

G. No Obligation to Continue to Participate in the Compliance Action: EL shall have no obligation to continue to participate in the Builder’s Remedy or Compliance Actions but may at its option participate as provided in **Section II-F** of this Agreement.

H. FSHC's Attorney's Fees: EL shall pay one-seventh (1/7) of the FSHC's attorney's fees (i.e. \$10,714.29) pursuant to the Township's FSHC Settlement due within thirty (30) days of the later of (1) the Township's execution of this Agreement; and (2) the Court's approval of the Township's FSHC Settlement pursuant to a duly-noticed fairness hearing. EL's payment shall be made to the Township and the Township shall be responsible to make such payment directly to FSHC.

III. THE TOWNSHIP'S OBLIGATIONS.

A. The Rezoning Ordinance: Following the approval of the Townships 2nd and 3rd round plan by the Court, the Township Council shall in conformance with the Court's order introduce an ordinance and refer said ordinance to the Planning Board (hereinafter the "Rezoning Ordinance"), consistent with the attached concept plan and (**Exhibit A**) that allows for the development of the Property and the construction of 280 total units, of which twenty percent (20%) shall be set aside for affordable housing. The Rezoning Ordinance will indicate that the twenty percent (20%) set-aside will be constructed in accordance with all applicable UHAC and COAH regulations and the terms of this Agreement. Upon introduction of the Rezoning Ordinance, the Township Council shall refer the Rezoning Ordinance to the Planning Board for review and recommendation at the next Planning Board meeting as provided by the Municipal Land Use Law, N.J.S.A. 40:55D- 1, et, seq.. . In the event that the Township Parties fail to adopt the Rezoning Ordinance EL may seek the relief set forth in Section V herein or go back to the Court for further relief and resume its role as Intervenor in the Township's Declaratory Judgment Action.

B. Representation regarding Sufficiency of Water and Sewer: The Township Parties represent that they will give priority as to water and sewer capacity for the inclusionary

developments, including the Property, in the order of affordable housing litigation filing. EL will be required to coordinate with the Western Monmouth Utilities Authority (“WMUA”) to obtain approvals for sewer capacity and connections and the Gordon’s Corner Water Company (“GCW”) for water capacity and connections respectively. The Township Parties further represents that they will support EL and cooperate with good faith efforts regarding EL’s application to the WMUA and GCW for sewer and water capacity and connections. Upon execution of this Agreement, EL and the Township shall notify the WMUA and GCW of the execution of this Agreement and request the respective entities reserve capacity for the development contemplated by this Agreement. The Township Parties agree that EL and other affordable housing developers in the Township have priority over any non-inclusionary residential development and all non-residential developments regarding sewer and water capacity, and it is the WMUA and GCW that ultimately controls sewer and water capacity respectively in the Township.

C. Obligation To Cooperate: The Township Parties acknowledges that in order for EL to construct its Inclusionary Development, EL will be required to obtain any and all necessary and applicable agreements, approvals, and permits from all relevant public entities and utilities; such as, by way of example only, the Township, the Planning Board, the County of Monmouth, the Monmouth County Planning Board, the Freehold Soil Conservation District, the New Jersey Department of Environmental Protection, the New Jersey Department of Transportation, including the Township’s ordinance requirements as to site plan and subdivision provided the Township’s ordinance requirements do not operate to change the requirements of the Agreement (the “Required Approvals”), or impede and interfere with the applicant’s ability to develop the 280 unit inclusionary development. The Township agrees to use all reasonable efforts to expedite and assist EL in its undertakings to obtain the Required Approvals.

IV. THE PLANNING BOARD'S OBLIGATIONS.

A. Obligation to Rezone the Property: After the introduction of the Rezoning Ordinance and the referral from the Township Council to the Planning Board referenced in Sections I-B and III-A, the Planning Board shall make its recommendation to the Township.

B. Obligation to Process EL's Development Applications with Reasonable Diligence. In accordance with N.J.A.C. 5:93-10(b), the Planning Board shall cooperate in granting all reasonable waivers and/or variances that are necessary to develop the Property as contemplated by this Agreement. In the event of any appeal of the Court approval of this Agreement, or, as applicable, the Rezoning Ordinance, the Board shall process and take action on any development application by EL for the Property, which decision may be conditioned upon the outcome of any pending appeal. Further, EL shall have the right to request special meetings EL's sole cost and expense.

C. Obligation to Refrain From Imposing Cost-Generative Requirements: The Planning Board recognizes that this Agreement, and, as applicable, the Rezoning Ordinance all contemplate the development of an "inclusionary development" within the meaning of the Mount Laurel doctrine, and EL shall be entitled to any benefits, protections, and obligations afforded to developers of inclusionary developments, and as such shall refrain from imposing cost generative requirements.

V. DEFAULT.

A. Default with Respect to the Township: Default with respect to the Township Parties shall be defined as the Township Parties' failure to: approve the Rezoning Ordinance and/or EL's application for development if said application conforms to the terms of this agreement and

the Rezoning Ordinance; or grant an approval of the application for development with conditions that: (a) contradict the terms of this agreement or the Rezoning Ordinance; or (b) are unacceptable to EL in its sole discretion. The Township shall be considered in Default of this Agreement if, subject to the terms of this agreement, after written Notice of Default delivered to counsel for the Township Parties, the Township Parties have not cured any default within ten (10) business days or at the next regularly scheduled meeting of the Township Council or the Planning Board, whichever is later. In the event the Township Parties are in default, EL may apply to the Superior Court of New Jersey, Monmouth Vicinage to the judge assigned to handle Mt. Laurel matters for the Monmouth Vicinage, for an Order directing the Township to immediately take whatever action is necessary to comply with the terms of the Agreement, including but not limited to enacting the Rezoning Ordinance, or issue to EL the Township Parties governmental approvals for the Property consistent with the Rezoning Ordinance. Consistent with Section IX-N, attorney's fees are available to the prevailing party.

B. Default with Respect to EL: If EL should default on any of the agreed upon terms and conditions of this Agreement, the Township will have the right to apply to the Court to enforce whichever term or condition has been violated. Default shall include, but not be limited to, the submission of a plan for approval that exceeds the agreed upon unit count or reduces the number of affordable units (unless said reduction of the affordable units is proportionately consistent with a reduction on the market rate units such that a 20% set aside is maintained) to be provided. EL shall be considered in Default of this Agreement if, after written Notice of Default has been delivered to counsel for EL, and EL has not cured any default within forty-five (45) business days.

VI. RELEASES.

A. The Township's Release to EL: The Township hereby fully and forever releases and discharges EL and their respective past, present, and future directors, officers, members, shareholders, employees, agents, partners, representatives, attorneys, parent and affiliated corporations, subsidiaries, divisions, joint venturers, predecessors, successors, beneficiaries, and assigns, from any and all claims asserted and that in the Action, including, but not limited to violations of substantive and procedural due process and civil rights violations of any nature whatsoever, whether known or unknown, suspected or unsuspected based on any legal or equitable theory of recovery, in any way arising out of, growing out of, or resulting from the Action from the beginning of time until the effective date of this Agreement.

B. EL's Release to the Township: Once the operative terms of this Agreement have been completed and the Township has granted all municipal approvals, and has cooperated fully in the pursuit of any other governmental approvals requiring the Township to be the applicant or requiring the Township's consent as may be necessary to begin construction, and after all rights of appeals from any and all approvals has expired without an appeal having been taken, or if an appeal has been taken, any and all appeals have been resolved finally to the satisfaction of EL, EL hereby fully and forever releases and discharges the Township and their respective past, present, and future council members, planning board members, and any and all other elected officials from any and all claims asserted and that could have been asserted, including, but not limited to violations of any municipal ordinances, whether known or unknown, suspected or unsuspected based on any legal or equitable theory of recovery, in any way arising out of, growing out of, or resulting from the Action from beginning of time until the effective date of this Agreement. Upon the earlier of: (a) two (2) years from the adoption of the Rezoning Ordinance with no appeals or

challenges being filed; or (b) or the issuance of all applicable governmental approvals for the Inclusionary Development and the expiration of all applicable appeal periods with no appeals or challenges being filed, EL will execute and deliver a stipulation of dismissal with prejudice of the pending EL Builder's Remedy Action.

C. Releases Do Not Extend to Obligations Under This Agreement: The releases set forth above in Sections VI-A and VI-B are not intended to, and shall not, extend to or otherwise release or discharge any rights, privileges, benefits, duties, or obligations of any of the Parties by reason of, or otherwise arising under this Agreement.

VII. COOPERATION AND COMPLIANCE

A. Implementation And Enforcement Of Agreement: The Parties agree to cooperate with each other, provide all reasonable and necessary documentation, and take all necessary actions to satisfy the terms and conditions hereof and assure compliance with the terms of this Agreement. The Township Parties' obligation to cooperate shall be further conditioned upon EL paying and maintaining current real estate taxes.

VIII. NOTICES

A. Notices: Any notice or transmittal of any document required, permitted or appropriate hereunder and/or any transmittal between the Parties relating to the Property (herein "Notice[s]") shall be written and shall be served upon the respective Parties by facsimile or by certified mail, return receipt requested, or recognized overnight or personal carrier such as, for example, Federal Express, with certified proof of receipt, and, where feasible (for example, any transmittal of less than fifty (50) pages), and in addition thereto, a facsimile delivery shall be

provided. All Notices shall be deemed received upon the date of delivery set forth in such certified proof, and all times for performance based upon notice shall be from the date set forth therein. Delivery shall be affected as follows, subject to change as to the person(s) to be notified and/or their respective addresses upon ten (10) days' notice as provided herein:

TO EL: **EL at Marlboro 79, LLC**
Attention: **Robert Calabro**
2465 Kuser Road, 3rd Floor
Hamilton, NJ 80690
Robert.calabro@lennar.com

WITH COPIES TO: **The Weingarten Law Firm**
Attention: Douglas K. Wolfson, Esq.
1250 Stelton Road
Piscataway, NJ 08854
Fax: (732)985-5588

Lennar Corporation
Attention: Corporate Counsel
700 N.W. 107th Avenue
Miami, Florida 33172
Fax: (305) 229-6659
Phone: (305) 229-6584
Email: mark.sustana@lennar.com

TO THE TOWNSHIP OF MARLBORO:

Township of Marlboro
Attention: **Jonathan Capp**
Business Administrator
1979 Township Drive
Marlboro, NJ 07746
732-532-0200

Office of the Township Clerk
1979 Township Drive
Marlboro, NJ 07746
732 – 536-0200

Louis N. Rainone, Esq.
Township Attorney
Rainone Coughlin Minchello
555 U.S. Highway One South Suite 440
Iselin, NJ 08830
732-709-4182
lrainone@NJRCMLAW.com

In the event any of the individuals identified above has a successor, the individual identified shall name the successor and notify all others identified of their successor.

IX. MISCELLANEOUS PROVISIONS

A. Amendments: Neither this Agreement nor any term set forth herein may be changed, waived, discharged, or terminated except by a writing signed by the Parties.

B. Agreement Voluntarily Entered Into By Each of The Parties: This Agreement is executed voluntarily by each of the Parties without any duress or undue influence on the part, or on behalf, of any of them. The Parties represent and warrant to each other that they have read and fully understand each of the provisions of this Agreement and have relied on the advice and representations of competent legal counsel of their own respective choosing.

C. Interpretation: This Agreement has been reviewed by experienced and knowledgeable legal counsel for each of the Parties. Accordingly, none of the Parties shall be presumptively entitled to have any provisions of the Agreement construed against any of the other Parties in accordance with any rule of law, legal decision, or doctrine.

D. No Admission of Liability/No Precedential Value: The Parties agree that this Agreement is the result of a compromise of disputed issues, that the execution and delivery of this Agreement by any of the Parties shall not constitute or be construed as an admission of any

liability, a course of performance, or wrongdoing on the part of any of them and that the settlement reflected in this Agreement shall be without precedential value. Nothing in this release shall be construed nor shall the execution of the release be construed to represent an admission of wrongdoing or a breach of contract.

E. Attorneys' Fees, Costs, and Expenses: Except as provided for in Section IX-N below, each of the Parties shall bear its own costs, attorneys' fees, and expenses in connection with the negotiations for and preparation of this Agreement, the pending litigation, as well as costs involving Court approval of same.

F. Entire and Integrated Agreement: This Agreement is intended by the Parties as a final expression of their agreement and is intended to be a complete and exclusive statement of the agreement and understanding of the Parties with respect to the subject matters contained herein. This Agreement supersedes any and all prior promises, representations, warranties, agreements, understanding, and undertakings between or among the Parties with respect to such subject matters and there are no promises, representations, warranties, agreements, understanding, or undertakings with respect to such subject matters other than those set forth or referred to herein.

G. No Third Party Beneficiaries: Nothing in this Agreement is intended or shall be construed to give any person or entity, other than the Parties and their respective successors and permitted assigns, any legal or equitable right, remedy, or claim under or in respect to this Agreement or any provisions contained herein; this Agreement and any conditions and provisions hereof being and intended to be for the sole and exclusive benefit of the Parties as well as each of their respective successors and permitted assigns, and for the benefit of no other person or entity.

H. Severability: If any provisions of this Agreement, or the application thereof, shall for any reason or to any extent be construed by a court of competent jurisdiction to be invalid or

unenforceable, the remainder of this Agreement, and application of such provisions to other circumstances, shall remain in effect and be interpreted so as best to reasonably effect the intent of the Parties.

I. Headings: The section titles, captions, and headings contained in this Agreement are inserted as a matter of convenience and for reference, and shall in no way be construed to define, limit, or extend the scope of this Agreement or the effect of any of its provisions.

J. Recitals: The recitals set forth at the beginning of this Agreement shall not be admissible to prove the truth of the matters asserted therein in any action or proceeding involving any of the Parties (other than an action or proceeding brought to enforce the terms of this Agreement), nor do any of the Parties intend such recitals to constitute admissions of fact by any of them.

K. Additional Representations and Warranties: Each of the Parties represents and warrants that it is fully authorized to enter into this Agreement. In addition, each of the corporate Parties that is still in existence as of the Effective Date represents and warrants that (i) it is duly organized and existing in good standing under the laws of the United States, (ii) it has taken all necessary corporate and internal legal actions to duly approve the making and performance of this Agreement and that no further corporate or internal approval is necessary, and (iii) the making and performance of this Agreement will not violate any provision of law or the party's articles of incorporation, charter, or by-laws. In addition, each of the individuals signing this Agreement represents and warrants that they are authorized to enter into this Agreement on behalf of the respective parties.

L. Additional Necessary Documents: The Parties, and each of them, agree to execute such additional documents as may be reasonably required in order to carry out the purpose and intent of this Agreement, or to evidence anything contained herein.

M. Execution in Counterparts: This Agreement may be signed in multiple counterparts and the separate signature pages executed by the Parties may be combined to create a document binding on all of the Parties and together shall constitute one and the same instrument. This Agreement may be executed in facsimile or electronic counterparts. An original signature will be provided if requested by any Party. The “Effective Date” of this Agreement is the date this Agreement has been executed and delivered by and to all Parties hereto.

N. Enforceability of Agreement: The Superior Court of New Jersey, Monmouth Vicinage shall retain jurisdiction to enforce any and all terms of this Agreement. Notwithstanding Section IX-E above, in the event of any dispute, claim, or action based upon, arising out of, or relating to, the breach, enforcement, or interpretation of any of the provisions of this Agreement or where any provision hereof is validly asserted as a defense, the prevailing party or parties in such dispute, claim, or action shall be entitled to recover its or their reasonable attorney’s fees, costs and expenses from the non-prevailing party or parties. In addition to the fees and costs recoverable under the preceding sentence, the Parties agree that the prevailing party shall be entitled to recover reasonable attorneys’ fees, costs, and expenses incurred in connection with the enforcement of a judgment arising from such action or proceeding.

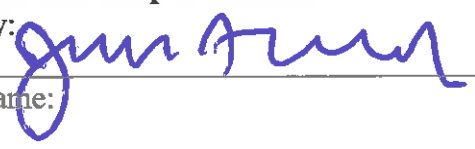
O. Schedules: Any and all Exhibits and Schedules annexed to this Agreement are hereby made a part of this Agreement by this reference thereto. Any and all Exhibits and Schedules now and/or in the future are hereby made or will be made a part of this Agreement with prior written approval of both Parties.

P. Assignability: EL shall have the unconditional right to assign its rights under this Agreement to any individual, entity or organization without the prior approval of the Township Parties provided that the principals or family members of EL or its members, partners or shareholders have a controlling interest in said assignee.


[THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, THE parties have executed this Agreement as of the date set forth opposite the respective signatures set forth below.


Dated: _____, 2019

The Township of Marlboro
By: 
Name: _____
Title: _____

Dated: 4/10, 2019

The Planning Board for the Township of Marlboro
By: 
Name: Michael W. Herbert
Title: Attny for Marlboro Planning Board

Dated: March 27, 2019

EL at Marlboro 79, LLC
By: 
Name: Mitchell Newman
Title: Dir. of Land Acq. + Entitlements

EXHIBITA
CONCEPT PLAN

STATE HIGHWAY ROUTE 79
(Rte. 79)

30' exterior, 28' interior X 65' (114 UNITS)

26' exterior, 24' interior X 65' (110 UNITS)
224 TOTAL TOWNHOME UNITS

56 TOTAL AFFORDABLE APARTMENTS

TOTAL UNITS = 290
AFFORDABLE UNITS REQUIRED = 20% x 290 = 56
AFFORDABLE UNITS PROVIDED = 66
TOWNHOUSE UNITS PROVIDED = 224



THESE PLANS ARE NOT TO BE USED FOR BID OR CONSTRUCTION

EL at MARLBORO 79, LLC
01/29/2018 PLAN

Bowman Consulting Group, Ltd.
PRELIMINARY

Bowman CONSULTING
Formerly Orland Engineering Associates, Inc.

PROJECT: EL at Marlboro 79, LLC
DATE: 01/29/2018
SCALE: AS SHOWN
DRAWN BY: [Name]
CHECKED BY: [Name]
APPROVED BY: [Name]

NO.	DATE	REVISION
1		
2		
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EXHIBIT B
REZONING ORDINANCE

Zoning Amendment Creating the New Inclusionary Multi-Family Zone (3.20.19 MN)

Amend the Land Use and Development Ordinance and Zoning Map of the Township of Marlboro to establish a new Inclusionary Multi-Family–(IMF) District subject to the following requirements:

Section ____ Inclusionary Multi-Family–(IMF) District

A. Purpose: This IMF Zone provides for a multi-family residential inclusionary neighborhood located on a State Highway (including but not limited to Route 79), including 56 non-age restricted rental units affordable to very low, low and moderate income housing units, in accordance with Marlboro Township Ordinances and in accordance with the settlement of litigation (Docket No. MON-L-2974-15).

B. Permitted Uses

1. Multi-family dwellings.
2. Townhouses.

C. Accessory Uses

1. Structures designed for recreation or community use as a part of the multi-family dwelling development.
2. Private garages.
3. Swimming pool with outdoor seating area, outdoor barbeque and party deck.
4. Dog runs.
5. Tot lots (which at a minimum shall include play equipment for children less than 5 years old).
6. Walking paths.
7. Barbeque patios.
8. Off-street parking facilities.
9. Solar panels.
10. Community clubhouse with fitness room, club room, business center and furnished model.
11. Management, sales and leasing offices.
12. Maintenance office/garage building not to exceed one (1) story in height and 1,500 square feet in floor area. The façade design shall match the residential structures.
13. Solid waste and recycling facilities.
14. Monument signs located at entrance to be constructed of stone or brick, not to exceed 100 square feet in area and eight (8) feet in height.
15. One temporary non-illuminated double sided “coming soon” or sales sign at the community entrance not to exceed 32 square feet in size, with a maximum height

- of 8'. Said sign to be removed upon the issuance of the last certificate of occupancy in the community.
16. Utility structures and facilities needed to provide the direct service of gas, electricity, telephone, water, sewerage and cable television.
 17. Designated homes within the development to serve as temporary model homes and to be used as temporary sales offices, including related directional signage to identify the home(s) as a model and sales office.
 18. One temporary construction trailer and one temporary marketing/sales trailer, provided same are shown on the site plan approved by the Planning Board. Said trailers to be removed within 90 days of the issuance of the last certificate of occupancy in the community.
 19. Privacy fences separating the rear of the townhomes shall not exceed ten (10) feet in length.
 20. Such other accessory uses customarily incidental to the uses permitted herein, however residential outdoor storage (with the exception of furniture, etc. that are functional and which can be accommodated on a deck or patio) is not permitted. Freestanding or attached residential storage sheds outside of a patio or deck are not permitted.

D. Bulk and Area Requirements

ZONING STANDARD	STANDARDS	
Min. Lot Area (Overall Tract)	25 Acres	
Min Lot Frontage (Overall Tract)	400 Feet	
Min Lot Width (Overall Tract)	400 Feet	
Min Lot Depth (Overall Tract)	450 Feet	
Min Front Yard Setback (Overall Tract)	50 Feet	Ordinance 220-184C is not applicable
Min Side Yard Setback (Overall Tract)	40 Feet	
Min Rear Yard Setback (Overall Tract)	50 Feet	
Min. Setback from Buildings Onsite:		
Front to Front	60 Feet	
Front to Side	40 Feet	
Side to Side	25 Feet	
Rear to Rear	50 Feet	
to Internal Roadway or Parking	10 Feet	
Landscape Buffer (Overall Tract)	25 Feet	
Max. Building Coverage (Overall Tract)	35%	
Max. Impervious Coverage (Overall Tract)	65%	
Max. Building Height: Multi-family dwelling	45 Feet / 3-stories	

COAH Units (Min.)	20% of Total Units	
Parking Spaces: Number	Per RSIS	
Parking Stall Size	9 FT x 18 FT	
Parking Setback (Overall Tract)	25 Feet	
Min. Drive Aisle Width	24 Feet	
Townhouses:		
Max. units per Bldg.	8	
Min. units Width	22 Feet	
Min. offset between units (every 4 consecutive TH units)	2 Feet	
Max. Building Height: Townhouse	40 Feet / 3-stories	

Clubhouse:	
Size	Min. 2.5 SF / Unit
Parking	Min. 1/20 Units
Pool Size	Min. 2.5 SF / Unit
Max. Building Height: Clubhouse	35 Feet/ 2-stories
Clubhouse roof area is permitted to be used as a deck for recreation. ubhouse roof area is permitted to be used as a deck for recreation.	

FEE SIMPLE TOWNHOUSE, ZONING STANDARDS	STANDARDS	
Min. Lot Area	2,000 SF	
Min Lot Frontage	22 Feet	
Min Lot Width	22 Feet	
Min Lot Depth	100 Feet	
Min Front Yard Setback	20 Feet	
Min Side Yard Setback-Interior Unit	0 Feet	
Min Side Yard Setback-Exterior Unit	10 Feet	
Min Rear Yard Setback	15 Feet	
Max. Building Coverage	65%	
Max. Impervious Coverage	90%	

E. Very Low, Low and Moderate Income Housing Requirements

Very low, low and moderate-income housing shall be constructed and rented in accordance with the Council on Affordable Housing rules at N.J.A.C. 5:93-1 et seq. and Uniform Housing Affordability Controls (UHAC) at N.J.A.C. 5:80-26.1 et seq. including standards for the bedroom distribution, and the split between very low, low and moderate income housing. A minimum of 13% of the affordable units shall be very low income units, affordable to households earning 30% of the median income; and 37% of the affordable units shall be low income units. The balance of units (50 percent) shall be moderate income units.

1. Affordable housing units shall be affordable family rentals, and shall not be age-restricted.
2. The affordable housing units shall be located in one or more buildings.
3. The Developer at its sole option has the right to handle, administer and pay for all affirmative marketing, and shall then certify to the Township the occupant of each affordable unit. In the event the Developer elects not to so administer the affordable housing marketing and certification of the occupants, the Township shall designate an Affordable Housing Administrator to be responsible to affirmatively market, and certify the occupant of each affordable unit, with all administrative costs to be paid by the Developer.
4. Affordable housing is permitted, at the developer's discretion, to be a separate homeowners association and not part of the market rate homeowners association.

F. Other Requirements

Site Design:

Any application for development shall include at least the following elements:

1. A boulevard street entry at the community entrance. Sidewalks shall be provided on at least one side of the streets throughout the community.
2. Open Space Plan.
 - a. A minimum of 20 percent of the overall tract shall be specifically set aside for conservation, recreation and/or other open space.
 - b. No more than one-half of the minimum 20 percent of land area may be wetlands, wetlands buffer, 100-year flood plains, stormwater facilities or lands with a topographic slope of 15 percent or greater.
 - c. Open space and recreation shall be satisfied by any walking paths throughout the community, all green/lawn or landscaped areas outside of the building footprints, a tot lot, an outdoor pool, and a clubhouse.

G. Variances and Inapplicable Ordinances

1. Ordinance 220-38 shall not be applicable. Townhouses shall be offset 2 ft. (front and rear elevations), every 4 units measured horizontally. Multi-family dwellings other than townhome shall be offset 4 ft. (front and rear elevations); every 2 units measured horizontally. Multi-family offset is satisfied by deck or patio for each unit.
2. As provided for in the Settlement Agreement between the developer and the Township, the Planning Board shall refrain from imposing cost generative requirements.
3. As provided for in the Settlement Agreement between the developer and the Township, the developer shall have the right to request special meetings, the cost of which shall be the developer's obligation.
4. To the extent that any Township ordinance or standard conflicts with these standards, the standards herein shall control.

H. Misc. General Provision

1. Patios, decks, and fences adjacent to the rear of any home shall be permitted to be located within setbacks except no closer than 25 feet to any tract boundary.
2. There shall be no minimum or maximum floor area requirements for the residential uses.
3. Bikeways being 6.5 feet in width may be provided at the Developer's option along the adjacent existing street or highway, and shall be located within the tract's front yard setback area.
4. All non-habitable Accessory Uses shall have a 25 foot tract boundary setback.
5. Stormwater management facilities shall be permitted in setback areas, but no closer than 10 feet to any tract boundary.
6. Market rate units may be offered as for sale or rental at the developer's sole discretion.
7. The developer reserves the right to phase the construction of the development subject to compliance with applicable phasing requirements for affordable housing.
8. There shall be no bedroom limitations as to the townhome dwellings.
9. All common area and stormwater basins shall be maintained by a homeowner association.

SETTLEMENT AGREEMENT
Marlboro Development Group v. Township of Marlboro, et al.
Docket No. MON-L-3826-15

copy **THIS SETTLEMENT AGREEMENT** (“Agreement”) made this 10th day of April 2019 (“Effective Date”), by and between:

MARLBORO DEVELOPMENT GROUP, a general partnership with a business address of 1 Airport Road, Lakewood, NJ 08701 (hereinafter “Developer”); and

TOWNSHIP OF MARLBORO, a municipal corporation of the State of New Jersey, County of Monmouth, having an address at 1979 Township Drive, Marlboro, New Jersey 07746 (hereinafter the “Township” or “Marlboro”); and

The **PLANNING BOARD OF THE TOWNSHIP OF MARLBORO**, an agency of the Township, having an address at 1979 Township Drive, Marlboro, New Jersey 07746 (hereinafter the “Planning Board”); and

Collectively, the Developer, Township, and Planning Board, shall be referred to as the “Parties.”

WHEREAS, the Developer is the current owner of property identified on the Township’s tax map as Block 213.01, Lot 44, consisting of approximately 14 acres (the “MDG Site”); and

WHEREAS, pursuant to the “Mount Laurel Doctrine” as established in Southern Burlington County N.A.A.C.P. v. Tp. of Mount Laurel, 92 N.J. 1 (1983) (“Mount Laurel II”), the Fair Housing Act in 1985, N.J.S.A. 52:27D-301 et seq. (“FHA”), and the applicable regulations promulgated by the Council on Affordable Housing (“COAH”), the Township has a constitutional obligation to provide its fair share of the region’s need for affordable housing (“Mount Laurel Obligation”); and

WHEREAS, on October 15, 2015, Developer filed a complaint, instituting litigation against the Township and Planning Board, now pending in in the Superior Court of New Jersey, Monmouth County, at docket no. MON-L-3826-15, and captioned *Marlboro Development Group v. Township of Marlboro, Township Council of the Township of Marlboro and Township of Marlboro Planning Board* (“MDG Litigation”), alleging the Township’s failure to address its Mount Laurel Obligation; and

WHEREAS, in the MDG Litigation, Developer sought builder’s remedy, among other relief, seeking to contribute to the satisfaction of the Township’s Mount Laurel Obligation by constructing an inclusionary development of 360 residential units at the MDG Site;

WHEREAS, the Township and Planning Board have evaluated the MDG Site and determined it to be appropriate for inclusionary development, and determined that the MDG Site presents an available, approvable, developable, and suitable site for an inclusionary development as provided by N.J.A.C. 5:93-1.3; and

WHEREAS, the Township has agreed to rezone the MDG Site and incorporate it into its Housing Element and Fair Share Plan for the Second and Third Round (hereinafter “Affordable Housing Plan”); and

WHEREAS, the Affordable Housing Plan will include the MDG Site, and the rezoning ordinance will permit, by right, the development of one hundred-five (105) residential units, consisting of eighty-five (85) market rate units in townhomes, and twenty (20) units set-aside as family rental units affordable to very low, low and moderate income households within a multi-family building (“Affordable Units”); as well as a commercial component, described in greater detail herein (hereinafter the “MDG Project”); and

WHEREAS, On March 8, 2018, Judge Mary C. Jacobson issued an order establishing the fair share obligations of Princeton and West Windsor Township in Mercer County (Docket Nos. MER-L-1550-15 and MER-L-1561-15); and

WHEREAS, The Order issued by Judge Jacobson is not binding on courts in Monmouth County, but the decision is widely considered to be persuasive on other courts in determining fair share obligations of municipalities throughout the State; and,

WHEREAS, the methodology adopted by Judge Jacobson would be used by courts in Monmouth County to determine affordable housing obligations in Marlboro. Accordingly, the order was given significant weight by Marlboro when considering options on how to resolve pending affordable housing litigation; and,

WHEREAS, using the order of Judge Jacobson, the Township was able to accurately calculate the obligations that would have been otherwise ordered by a court in Monmouth County after a lengthy and expensive litigation process. Rather than pouring resources into litigation that would provide no relief from the obligations, Marlboro was instead able to focus its efforts on developing a comprehensive plan for the development of affordable housing; and

WHEREAS, on or about December 19, 2018, the Township authorized and executed a settlement agreement with Fair Share Housing Center regarding its Mount Laurel Obligation in the declaratory judgment action Docket No. MON-L-2121-15, and paragraph 21 of said agreement requires the Township to enter into a settlement agreement with Developer (referred to as “Bathgate” within said settlement agreement); and

WHEREAS, the Parties wish to enter into this Agreement, setting forth the terms, conditions, responsibilities and obligations of the Parties, and seek the Court’s approval of this Agreement at a Fairness Hearing; and

NOW, THEREFORE, in consideration of the promises, the mutual obligations contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the Parties, and for the benefit of the general public, and, further to implement the purpose of the FHA, and the Mount Laurel Doctrine, the Parties hereto, each binding itself, its successors and assigns, do hereby covenant and agree, each with the other, as follows:

ARTICLE I – PURPOSE

- 1.1** The purpose of this agreement is (a) to create a realistic opportunity for the construction of a substantial amount of affordable housing, with up to twenty (20) affordable family rental units, up to eighty-five (85) market rate units in townhomes, and providing a minimum of 8,000 s.f. of commercial building space, and permitting up to 16,000 s.f. of commercial building space on the MDG Site; (b) to redirect the resources and efforts of the Parties from litigating their rights in the MDG Litigation, and facilitating the actual construction of affordable housing.

The MDG Project shall be substantially consistent with the concept site plan attached hereto and made a part hereof as **Exhibit A** prepared by Matrix New World Engineering, and dated December 17, 2018.

- 1.2** The Township will also introduce and adopt at a hearing an ordinance rezoning the MDG Site, in a form consistent with **Exhibit B** (the “Rezoning Ordinance”), and will amend the Township’s Zoning Map, allowing the MDG Project as a permitted use. The Township may modify the name of the zoning district stated in the Rezoning Ordinance (the “Village Housing and Commercial Zone”), with the consent of Developer, which consent shall not be unreasonably withheld. While the Rezoning Ordinance is subject to further consideration by the Township and Planning Board following Court approval of this Agreement, it is the Parties intention to allow for the MDG Project to be constructed as a permitted use on the MDG Site, as follows: (i) the total permitted residential yield shall be limited to one hundred-five (105) total units; (ii) a maximum of eighty five (85) market rate units shall be permitted in townhouses, (condominium or fee simple units with a homeowners association at Developer’s discretion); (iii) permitting a maximum of twenty (20) affordable family rental units within either a 3-story mixed-use building, or in one or two multi-family buildings of up to 3-stories; (iv) requiring a commercial component of 8,000 s.f. within a mixed use building, or standalone building(s), and permitting but not requiring a total of up to 16,000 s.f., within up to three separate buildings (one (1) mixed use building, and two (2) 1, 2-or-3 story commercial buildings). The MDG Project may be phased as described in Section 3.2.
- 1.3** The tenancy of the market rate units within the MDG Project shall be at the discretion of MDG. The Parties agree that the Affordable Units shall be family rental units. The construction of the residential portions described in this Agreement may be phased in any manner to be determined by Developer, subject to the limitations set forth at Section 3.4 of this Agreement relative to the phasing of Affordable Units.
- 1.4** In the event that less than twenty (105) total residential units are generated on the MDG Site the Developer will maintain an eighteen and one-half percent (18.5%) affordable housing set-aside based upon the total number of residential units.

The Exhibits attached hereto have been reviewed and approved by the Township and the Township’s professionals.

ARTICLE II - BASIC TERMS AND CONDITIONS

2.1 This Agreement is subject to Court approval following a duly noticed “Fairness Hearing” conducted in accordance with the applicable case law, including, but not limited to, the procedures proscribed by the Appellate Division in East/West Venture v. Township of Fort Lee, 286 N.J. Super. 311 (App. Div. 1996). Within ten (10) days of execution of this Agreement by all Parties the Parties shall jointly pursue the scheduling of a Fairness Hearing with the Superior Court, at which time the Agreement shall be submitted to the Court for its review and approval. The Township and Planning Board shall comply with all public notice requirements as directed by the Court, and shall fully support and endorse approval of this Agreement at the Fairness Hearing.

2.2 In the event of any legal challenges to: (i) the Court’s approval of this Agreement, (ii) Rezoning Ordinance, or (iii) the Required Approvals (defined herein), including a challenge by any third party, the Parties must diligently defend any such challenge and shall cooperate with each other regarding said defense. In addition, if any such challenge results in a modification of this Agreement or the MDG Project, the Parties must negotiate in good faith with the intent to draft a mutually-acceptable amended Agreement, provided that no such modification requires a decrease to the residential density provided herein.

2.3 This agreement is subject to the approval by the court and a settlement with Fair Share Housing Center (“FSHC”). In the event the Township adopts the Rezoning Ordinances and the Court approves this Settlement Agreement, but the Township is unable to reach a settlement with any other person or entity, all of the Parties hereto are obligated to comply with their obligations under this Agreement including but not limited to the obligation to defend this Agreement. MDG will formally notify the Court that it supports the approval of the Township’s Settlement with FSHC and the approval by the Court of the Township’s 2nd and 3rd Round Plans. MDG’s cooperation shall not require MDG to delay pursuing receipt of the Required Approvals and/or construction of the MDG Project in accordance with this Agreement.

ARTICLE III – DEVELOPER OBLIGATIONS

3.1 Obligation To File Development Applications In Accordance With Rezoning Ordinances, Concept Plans. Developer shall file development applications in accordance with the Rezoning Ordinance. All such applications shall be substantially consistent with the concept plans attached hereto as **Exhibit A** and the Rezoning Ordinance attached hereto as **Exhibit B** and as adopted by the Township. The Planning Board shall grant all reasonable variances, waivers, and exceptions as may be required to approve the MDG Project. The Township and Planning Board acknowledge that Developer may modify colors, façade, window style and arrangement, to address market conditions without violating this Agreement. The Township shall ensure that development applications are timely processed and heard by the Planning Board.

3.2 Commercial Component and Phasing. The Developer is permitted to phase the development. **Phase 1** of the development will include: the townhouse units; the Affordable Units (in either: 1 or 2 stand-alone multi-family buildings with up to 3-stories, or within a 3-story mixed use building); and at least 8,000 s.f. of commercial building space, either as a first floor within a mixed-use building, or within standalone building(s). The number of tenants, and size of each

tenant space, shall be within sole discretion of Developer. **Phase 2** of the development permits, but doesn't obligate, Developer to construct additional commercial space for a project total of up to 16,000 s.f. within 1, 2 or 3 story buildings along the Route 79 frontage of the MDG Site. The Developer shall be permitted to subdivide the MDG Site into up to four (4) separate lots – one (1) for the townhomes, one (1) for the affordable units, and up to two (2) for commercial buildings along the Route 79 frontage.

3.3 Obligation To Maintain Affordable Housing Set-Aside And To Comply With All Affordable Housing Laws. Developer, its successors and/or assigns shall have an obligation to deed-restrict eighteen and a half percent (18.5%) of the combined total residential units produced in the MDG Project. If the projects deliver the agreed upon one hundred-five (105) total residential units, then twenty (20) family rental units will be affordable to very low, low and moderate income families. Developer shall not be subject to any payment in-lieu, or affordable housing development fee in connection with the MDG Project.

3.4 Obligation To Phase The Affordable Units: Certificates of occupancy for residential units shall be issued in accordance with the phasing schedule provided within N.J.A.C. 5:93-5.6(d) to ensure that the Affordable Units are constructed.

3.5 Additional Affordable Housing Requirements: All of the affordable units in the MDG Project shall comply with UHAC, any applicable order of the Court (including the Township's eventual Judgment of Compliance and Repose Order or "JOR Order"), and other applicable laws. The Developer will also comply with the following provisions regarding the affordable units in the MDG Project, which provisions shall prevail in the case of conflict with UHAC:

3.5.1 Deed Restriction Period: The Developer shall have an obligation to deed restrict the affordable units in the proposed project as very low, low or moderate income affordable units for a period of at least thirty (30) years from the date of the initial occupancy of each affordable unit, and for such additional period as the Township may determine in its' sole discretion and unless and until the Township takes action to release the controls on affordability (the "Deed-Restriction Period"), so that the Township may count each affordable unit against its obligation to provide affordable housing. The Parties agree that the affordability controls shall not expire until such time, after the Deed- Restriction Period that the Township takes action to release the controls on affordability, and that, thereafter, the affordability controls shall continue in effect until the date on which the individual affordable rental unit shall become vacant, provided that the occupant household continues to earn a gross annual income of less than 80 percent of the applicable median income. See N.J.A.C. 5:80-26.11(b). If, at any time after the release of the affordability controls by the Township, a rental household's income is found to exceed 80 percent of the regional median income, the rental rate restriction shall expire at the later of either the next scheduled lease renewal or sixty (60) days. See Ibid.

- 3.5.2 Deed Restriction:** The Developer shall execute and record a Deed Restriction for the affordable units in a form acceptable to both Parties before the first Certificate of Occupancy is issued for the Affordable Units. The Deed Restriction will be recorded in the Monmouth County Clerk's office. The Township shall take all actions necessary to release and discharge the Deed Restriction with respect to each affordable unit upon the expiration of the Deed Restriction Period with respect to such unit.
- 3.5.3 Income Distribution Requirements:** Thirteen percent (13%) of the total number of the affordable family rental units in the MDG Project must be very low income units, thirty-seven (37%) of the total number of affordable rental units must be low income units, and the remaining fifty percent (50%) must be moderate income rental units. If the MDG Project delivers 20 total affordable units, two (2) will be a very low income unit, eight (8) will be low income units, and ten (10) will be moderate income units.
- 3.5.4 Bedroom Mix:** At least twenty percent (20%) of the affordable units will be three bedroom units, and no more than twenty percent (20%) of the affordable units will be one bedroom units. The remainder of the affordable units will be two bedroom units. If the MDG Project delivers twenty (20) total affordable units, at least four (4) of the units will be three bedroom units, no more than four (4) of the units will be a one bedroom unit and the remaining units will be two bedroom units.
- 3.5.5 Other Affordable Housing Unit Requirements:** The Developer will also comply with all of the other requirements of UHAC including, but not limited to, (1) affirmative marketing requirements, (2) candidate qualification and screening requirements. Developer shall be permitted to develop the Affordable Units within a mixed-use building or within a stand-alone multi-family building along the Route 79 frontage.
- 3.5.6 Administrative Agent:** The Developer shall contract with a qualified and experienced third party administrative agent, which may be the Township's administrative agent (the "administrative agent") for the administration of the affordable units and shall have the obligation to pay all costs associated with properly deed restricting the affordable units in accordance with this Agreement for the Deed-Restriction Period. The Developer and its administrative agent shall work with the Township and the Township's administrative agent, should the Developer's and the Township's administrative agent not be one and the same, regarding any affordable housing monitoring requirements imposed by COAH or the Court. The Developer shall provide, within thirty (30) days after written notice, detailed information reasonably requested by the Township or the Township's administrative agent, should the Developer's and the Township's administrative agent not be one and the same, concerning the Developer's compliance with UHAC, the Township's Affordable Housing Ordinance,

the Township's Amended Affordable Housing Plan, all applicable Court orders (including the Township's JOR), and other applicable laws.

3.5.7 Inclusion Of Affordable Units In The Township's Affordable Housing Plan: The Parties agree that all of the Affordable Units will be included in the Township's Affordable Housing Plan.

3.5.8 UHAC. Notwithstanding anything to the contrary contained herein, to the extent there is any discrepancy between UHAC and the Township's Affordable Housing Ordinance and/or UHAC and this Agreement, the terms of the Township's Affordable Housing Ordinance and/or this Agreement, not UHAC, shall control.

3.6 Obligation to post Escrows. Developer shall post reasonable escrows to cover the costs of the Township's and Planning Board's professionals in conjunction with their review of Developer's development applications, which costs shall include, by way of example, the cost to review submissions of the applicant and other relevant documents and to testify about the reports reviewed. All such escrows shall be governed by the requirements of the Municipal Land Use Law, N.J.S.A. 40:55D-1 et seq. ("MLUL").

3.7 Obligation To Comply With Reasonable Conditions of Approval. Developer acknowledges that as a condition of preliminary and/or final site plan and/or subdivision approval, Planning Board may require on-site and off-site improvements only as permitted by N.J.S.A. 40:55D-42. Developer shall comply with all such reasonable conditions and shall confine any challenge to any condition of approval to an attempt to rectify the contested condition.

3.10 Obligation to Cooperate. The Parties shall each have the obligation to cooperate and advance the intent and purposes of this Agreement.

3.11 Obligation to Make Payment to Fair Share Housing Center. The Developer shall make a one-time payment to the Fair Share Housing Center, in an amount not to exceed \$10,714, representing Developer's pro-rata contribution to the attorney's fees and costs assessed to the Township by FSHC, and as referenced in paragraph #22 of the Township's executed settlement agreement with FSHC (the "Payment"). The Payment is due within thirty (30) days of the Court's Approval of this Agreement. In addition to all other remedies available to MDG, the Township will reimburse MDG for the Payment if the Township is in default of its obligations in this Agreement and fails to cure the default as provided in Section 6.15 herein.

ARTICLE IV - OBLIGATIONS OF THE TOWNSHIP AND PLANNING BOARD

4.1 The Rezoning Ordinance. In accordance with the requirements of the Court's Order approving this Agreement the Township shall introduce the Rezoning Ordinance in a form consistent with **Exhibit B** attached hereto that will permit the development of the MDG Site consistent with the Rezoning Ordinance, and reasonably consistent with the attached concept site plans attached as **Exhibit A** that allows for the development of the MDG Project at the MDG Site.

The Rezoning Ordinance shall be introduced and adopted within ninety (90) days of the Court's approval of this Agreement.

4.2 Referral to Planning Board. Upon introduction of the Rezoning Ordinances, the Township shall refer the Rezoning Ordinances to the Planning Board for review and recommendation.

4.3 Review of the Rezoning Ordinance Amendment. The Planning Board, shall review and issue its referral report on the Rezoning Ordinance as required by N.J.S.A. 40:55D-26a.

4.4 Adoption of Rezoning Ordinance. The Township will vote on the approval of the Rezoning Ordinance at a public hearing provided on notice in accordance with the provisions of N.J.S.A. 40:55D-62.1. If necessary, the Township shall prepare and adopt a resolution articulating the rationale for the Rezoning Ordinance's deviation from the land use plan and/or housing plan of the Township Master Plan as such a "reasons resolution" is required by N.J.S.A. 40:55D-62a. The adoption of the Rezoning Ordinances shall not await the adoption of the Affordable Housing Plan.

4.5 Obligation To Include MDG Project Into Township's Affordable Housing Plan. The Township shall incorporate MDG Project, this Agreement, and the Rezoning Ordinance into the Affordable Housing Plan for which it seeks the Court's approval. The Township agrees that, absent written consent of Developer, or its successors in title, the Rezoning Ordinance shall remain applicable to the MDG Site until, at minimum, the conclusion of the Third Round compliance period, and may only be removed from the Affordable Housing Plan with the approval of the Court on Notice to Developer and its successors.

4.6 (reserved)

4.7 Vehicular Access and Circulation. Access to the MDG Site from NJ State Highway Route 79 is subject to approval by NJDOT, and the Township and Planning Board shall cooperate with Developer in obtaining approval with regard to traffic and access related issues, and shall defer to an approval from NJDOT, the agency having jurisdiction. The Parties acknowledge that the Township and Planning Board may not impose any conditions upon Developer requiring fees, improvements, or requests for improvements relating to State Highway Route 79 which are not approved by NJDOT. The Parties acknowledge that it is the intention to provide site access and circulation as depicted on Exhibit A attached hereto, subject to the approval of NJDOT

4.8 Obligation To Cooperate. The Township acknowledges that in order for Developer to construct the MDG Project, the Developer will be required to obtain any and all approvals and permits from (1) entities, boards or agencies which are under the jurisdiction of the Parties to this Agreement, and from (2) all relevant public entities and utilities; such as, by way of example only, the Township, the Planning Board, the County of Monmouth, the Monmouth County Planning Board, the New Jersey Department of Environmental Protection, and the New Jersey Department of Transportation (collectively, "Required Approvals"). Such cooperation shall also include, but not be limited to, the prompt review and, if appropriate, approval of any and all agreements,

applications and/or permits necessary for development of the MDG Site which is under the jurisdiction of the Parties to this Agreement, and include applications related to public water and sewer.

4.9 Planning Board's Obligation to Expedite Development Applications. In accordance with settlement of Mount Laurel litigation, the Planning Board acknowledges that Developer shall be entitled to expeditious review and processing of its development applications, and Planning Board agrees to make a bona fide effort to expedite all requisite municipal development approvals, consistent with its obligation under COAH Rules. The Planning Board shall have an obligation to fulfill the intent and purpose of this Agreement, and to process development applications strictly in accordance with the MLUL, COAH's Rules, and the Residential Site Improvement Standards with respect to the development contemplated herein.

4.10 Obligation to Maintain Proposed Re-Zoning of MDG Site. The Township agrees that if a decision of a court of competent jurisdiction in Monmouth County, or a determination by an administrative agency responsible for implementing the Fair Housing Act, or an action by the New Jersey Legislature, would result in a calculation of an affordable housing obligation for the Township for the period 1987-2025 that would lower the Township's affordable housing obligation beyond that established by COAH for the period 1987-1999 and/or this Court for the period 1999-2025, the Township shall nonetheless implement the Rezoning Ordinance contemplated by this Agreement, and take all steps necessary to support the development of the MDG Project as contemplated by this Agreement.

4.11 Obligation to Provide Developer Relief from Cost-Generative Features and/or Requirements. The Township and Planning Board recognize that as an inclusionary development, within the meaning of the Mount Laurel doctrine, the MDG Project is entitled to certain relief from cost-generative features as defined by N.J.A.C. 5:93-10.1 et seq. and relevant law. It is understood that the cost of waived water and sewer connection fees may be paid to the Township or applicable municipal utilities authority from the Township's Affordable Housing Trust Fund.

4.12 Tax Credits. Developer shall be permitted to apply for and secure available state and federal subsidies and/or tax credits to defray the cost of construction of the Affordable Units. The Township shall cooperate, endorse, and support Developers efforts. Developer shall be obligated to construct the Affordable Units in accordance with the phasing schedule even if funding sources are not available or forthcoming.

ARTICLE V – MUTUAL OBLIGATIONS

5.1 Obligations Regarding Costs. Except as set forth herein, each Party shall be responsible for its own costs and expenses associated with seeking Court approval for and implementing this Agreement. The foregoing provision shall not be construed to preclude joint representation of Township and Planning Board in any litigation or other proceeding.

5.2 Obligation To Comply with State Regulations. 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 Inclusionary Development 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.

5.3 Mutual Good Faith, Cooperation and Assistance. 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 Court, the Approvals, the development of the MDG Site consistent with the terms hereof, and the defense of any challenge with regard to any of the foregoing.

5.4 Defense of Agreement. Each Party exclusively shall be responsible for all costs which they may incur in obtaining Court approval of this Agreement and any appeal therefrom, or obtaining the Required Approvals or the approval of the Affordable Housing Plan or any part thereof. The Parties shall diligently defend any such challenge.

5.5 Notices. Any notice or transmittal of any document required, permitted or appropriate hereunder and/or any transmittal between the Parties relating to the MDG Site (herein "Notice[s]") shall be written and shall be served upon the respective Parties by facsimile or by certified mail, return receipt requested, or recognized overnight or personal carrier such as, for example, Federal Express, with certified proof of receipt, and, where feasible (for example, any transmittal of less than fifty (50) pages), and in addition thereto, a facsimile delivery shall be provided. All Notices shall be deemed received upon the date of delivery set forth in such certified proof, and all times for performance based upon notice shall be from the date set forth therein. Delivery shall be affected as follows, subject to change as to the person(s) to be notified and/or their respective addresses upon ten (10) days' notice as provided herein:

TO DEVELOPER:

Marlboro Development Group
Attention: Lawrence E. Bathgate, II
1 Airport Road
P.O. Box 2043
Lakewood, NJ 08701

WITH COPIES TO:

Giordano, Halleran & Ciesla
Attention: Michael A. Bruno, Esq.
125 Half Mile Road, Suite 300
Red Bank, NJ 07701-6777
mbruno@ghclaw.com

TO THE TOWNSHIP OF MARLBORO:

Township Of Marlboro
Attention: Township Clerk
Town Hall, Marlboro Township
1979 Township Drive
Marlboro, NJ 07746

WITH COPIES TO: **Rainone, Coughlin, Minichello**
Attention: Louis N. Rainone, Esq.
555 US Highway One South, Suite 440
Iselin, NJ 08830

AND TO: **DeCotiis, FitzPatrick, Cole & Giblin, LLP**
Attention: Ronald H. Gordon, Esq.
Glenpointe Centre West
500 Grank W. Burr Blvd., Suite 31
Teaneck, NJ 07666

TO THE TOWNSHIP OF MARLBORO PLANNING BOARD:

Township Of Marlboro Planning Board
Attention: Board Secretary
Town Hall, Marlboro Township
1979 Township Drive
Marlboro, NJ 07746

WITH COPIES TO: **Parker McCay**
Attention: Michael W. Herbert, Esq.
3840 Quakerbridge Road, Suite 200
Hamilton, NJ 08619

In the event any of the individuals identified above has a successor, the individual identified shall name the successor and notify all others identified of their successor. Notice by counsel for a party shall be effective for all purposes.

ARTICLE VI - MISCELLANEOUS

6.1 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.

6.2 Successors Bound and Assignment. 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 an interest in the MDG Site which is the subject of this Agreement. Developer shall be permitted to sell, convey, and/or assign its rights to develop one or more phases or sections of the MDG Site to other developers and/or users who shall be entitled to rely upon and enforce this Agreement. Advanced written permission to sell and/or assign is not intended and shall not be required.

6.3 Governing Law. This Agreement shall be governed by and construed by the laws of the State of New Jersey.

6.4 No Modification. This Agreement may not be modified, amended or altered in any way except by a writing signed by each of the Parties.

6.5 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.

6.6 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 possess the authority to sign the Agreement, that this Agreement contains the entire understanding of the Parties and that there are no representations, warranties, covenants or undertakings other than those expressly set forth herein.

6.7 Interpretation. Each of the Parties hereto acknowledges that this Agreement was not drafted by any one of the Parties, but was drafted, negotiated and reviewed by all Parties, and, therefore, the presumption of resolving ambiguities against the drafter shall not apply. Each of the Parties expressly represents to the other Parties that: (a) it has been represented by counsel in connection with negotiating the terms of this Agreement; and (b) it has conferred due authority for execution of this Agreement upon the person(s) executing it.

6.8 Necessity of Required Approvals. The Parties recognize that the intention of this Agreement is that the MDG Project will be an as of right development application to the Planning Board, and that all reasonable variances, waivers, and exceptions that may be required will be granted. The Planning Board's judgment must not be arbitrary, capricious, or unreasonable in its consideration of the development application. Similarly, nothing herein is intended to preclude Developer from appealing any denials of, or conditions imposed by, the Planning Board in accordance with the MLUL or taking any other action permitted by law.

6.9 Schedules. Any and all Exhibits and Schedules annexed to this Agreement are hereby made a part of this Agreement by this reference thereto. Any and all Exhibits and Schedules now and/or in the future are hereby made or will be made a part of this Agreement with prior written approval of both Parties.

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

6.11 Conflict of Interest. No member, official or employee of the Township or the Planning Board shall have any direct or indirect interest in this Agreement, nor participate in any decision relating to the Agreement which is prohibited by law, absent the need to invoke the rule of necessity.

6.12 Effective Date. Anything herein contained to the contrary notwithstanding, the effective date ("Effective Date") of this Agreement shall be the date upon which the last of the Parties to execute this Agreement has executed and delivered this Agreement.

6.13 Waiver. The Parties agree that this Agreement is enforceable. Each of the Parties waives all rights to challenge the validity or the ability to enforce this Agreement. Failure to enforce any of the provisions of this Agreement by any of the Parties shall not be construed as a waiver of these or other provisions.

6.14 Captions. The captions and titles to this Agreement and the several sections and subsections are inserted for purposes of convenience of reference only and are in no way to be construed as limiting or modifying the scope and intent of the various provisions of this Agreement.

6.15 Default. In the event that any 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 all of the other Parties 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 to take actions to cure the default in compliance with the laws of New Jersey, the Party(ies) 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, by way of a motion for enforcement of litigant's rights. Under such circumstances the Parties shall be restored to the *status quo ante*, and upon application by the non-breaching Party and approval by the Court, any Judgment of Compliance and Repose shall be vacated and the MDG Litigation shall resume at the point where it existed as of the date of this Agreement.

6.16 Notice of Actions. The Parties and their respective counsel agree immediately to provide each other with notice of any lawsuits, actions or governmental declarations threatened or pending by third parties of which they are actually aware which may affect the provisions of this Agreement.

6.17 Construction, Resolution of Disputes. This Agreement has been entered into and shall be construed, governed and enforced in accordance with the laws of the State of New Jersey without giving effect to provisions relating to the conflicts of law. Jurisdiction of any litigation ensuing with regard to this Agreement exclusively shall be in the Superior Court of New Jersey, with venue in Monmouth County, or the District Court for the District of New Jersey. Service of any complaint may be effected consistent with the terms hereof for the delivery of "Notices," hereinafter defined. The Parties waive formal service of process. The Parties expressly waive trial by jury in any such litigation.

6.18 Conflicts. The Parties acknowledge that this Agreement cannot be affected by any amendments to the Township's Affordable Housing Plan or Land Use and Development Ordinances and this Agreement shall control with respect to those matters as applied to the MDG Site. Upon the entry of a Judgment of Compliance and Repose the Court shall retain jurisdiction to ensure compliance with the terms and conditions of this Agreement. As to any inconsistencies between the Required Approvals and this Agreement, the Agreement shall control. Any expenses

of the Court appointed Special Master to resolve conflicts that may arise subsequent to the entry of this Agreement shall be the Township's.

6.19 Recitals. The recitals of this Agreement are incorporated herein and made a part hereof.

6.20 Signatures. This Agreement may be executed simultaneously or in one or more counterparts, each of which, when so executed and delivered, shall constitute an original, fully enforceable counterpart for all purposes. Facsimile counterparts shall be accepted and enforceable. Immediately following the delivery of a facsimile counterpart, the sending Party shall deliver a counterpart with the original execution page.

THE REMAINDER OF THIS PAGE IS PURPOSEFULLY BLANK

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be properly executed, their corporate seals affixed and attested and this Agreement to be effective as of the Effective Date.

Attest:

MARLBORO DEVELOPMENT GROUP

Denise M. Wegrynjak

By: Doris Cruz

Print Name: Denise M. Wegrynjak

Print Name: DORIS CRUZ

Date: Mar 21, 2019

Attest:

TOWNSHIP OF MARLBORO, Planning Board
A Municipal Corporation of the
State of New Jersey

[Signature]

By: [Signature]
Marlboro Planning Board Attorney

Print Name: Louis V. Rainone

Print Name: Michael W. Herbert

Date: April 10, 2019

Attest:

TOWNSHIP OF MARLBORO
~~**PLANNING BOARD,**~~
A Municipal Corporation of the
State of New Jersey

Aida Marco

By: [Signature]

Print Name: AIDA MARCO

Print Name: JONATHAN HORNIK

Date: 4/10, 2019

EXHIBIT A CONCEPT PLAN

NO.	DESCRIPTION	AREA	VOL.	TOTAL	TOTAL	TOTAL

NOTES:

1. THIS CONCEPT PLAN IS A PRELIMINARY DESIGN AND SHALL BE SUBJECT TO CHANGE WITHOUT NOTICE.
2. THE FINAL DESIGN SHALL BE SUBJECT TO APPROVAL BY THE LOCAL GOVERNMENT AND THE STATE DEPARTMENT OF TRANSPORTATION.
3. THE FINAL DESIGN SHALL BE SUBJECT TO APPROVAL BY THE LOCAL GOVERNMENT AND THE STATE DEPARTMENT OF TRANSPORTATION.
4. THE FINAL DESIGN SHALL BE SUBJECT TO APPROVAL BY THE LOCAL GOVERNMENT AND THE STATE DEPARTMENT OF TRANSPORTATION.

YORNBOROUGH CONCEPT PLAN #04 THE MARKS BOND DESIGN BLOCK 213196 - LOT 44 W/10000 N.W.P. 3000 TOWNSHIP 30N 09W 05E	MATRIXNEWORLD Engineering Program 10000 N.W. 100th Ave., Suite 100 Fort Lauderdale, FL 33331 (754) 465-1100 matrixnewworld.com		<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> </table>																																	

EXHIBIT B

(PROPOSED REZONING ORDINANCE) Village Housing and Commercial Zone

The purpose of the Village Housing and Commercial Zone (“VHC Zone”) is to provide for: (1) the construction of an inclusionary residential development designed to assist the Township in satisfying its fair share housing obligation through construction of affordable units set aside for low and moderate income households, and also allowing additional commercial development along the Route 79 corridor. The VHC Zone is comprised of the property identified as Lot 44, Block 213.01 on the Marlboro Township Tax Map. This Ordinance is adopted pursuant to a settlement agreement between Marlboro Development Group, the Township, and the Township Planning Board dated _____ 2019, settling the builder’s remedy litigation captioned *Marlboro Development Group v. Township of Marlboro, et al.*, docketed at MON-L-3826-15.

(1) Permitted principal uses.

- (a) Market rate residential housing within townhome buildings. A total of eighty-five (85) townhome units.
- (b) Affordable family housing units within: a multi-family building or buildings, or a mixed-use building. A total of twenty (20) residential units affordable to low and moderate income families are permitted. Thirteen percent (13%) of the total number of affordable family rental units being very low income units, thirty-seven (37%) of the total number of affordable rental units being low income units, and the remaining fifty percent (50%) must be moderate income rental units. The affordable housing units will otherwise comply with the Uniform Housing Affordability Controls. In a mixed-use building the first floor shall be utilized for permitted commercial uses only, with the residential units located above.
- (c) Commercial Uses. Permitted uses in mixed-use and standalone buildings.
 - i. Personal service establishments, including but not limited to: tailor, beauty salon, barber, spa, health clubs and fitness centers, day care, pet care, self-service laundry, and cleaners.
 - ii. Business offices and professional offices and services, including but not limited to: medical, healthcare, doctors, dental, chiropractors, counseling, optometrists, financial services, stockbrokers, accountants, legal, architect, engineering, surveying, planning, counseling, computer and electronic repair, plumbing, electrician, art studio, and educational services.
 - iii. Food and beverage establishments, including but not limited to: restaurants, cafes, delicatessens, bakeries, ice cream shops, indoor and outdoor dining, and fast-food restaurants.

- iv. Retail trade stores including but not limited to: general merchandise, clothing, apparel and accessories, jewelry, bookstore, furniture, appliances, home supplies and equipment, hardware, florist, pets, pharmacy, convenience store, liquor store, variety store, art supplies, antiques, and other retail trade stores.
- v. Entertainment, including but not limited to: comedy club, music venue, arcade, billiards hall, and similar uses.

(2) Permitted accessory uses.

- (a) Drive-thru window in connection with a permitted commercial use.
- (b) Off-street parking facilities and parking lots.
- (c) Gatehouse, and gated access, within a roadway servicing a townhouse development.
- (d) Common facilities and amenities including: tot lots, clubhouse, swimming pools, hot tubs, grilling stations and other on-site recreational areas and facilities, common walkways, gazebos, sitting areas, picnic areas and gardens, enclosed dog park/run area, and other similar uses.
- (e) Clubhouse within a townhouse development, containing a community manager's office, exercise and recreation equipment.
- (f) Patios, decks, terraces, balconies for townhomes.
- (g) Fences and walls
- (h) Monument walls, with or without signage, at any entrance to a residential or commercial site.
- (i) Bike racks
- (j) Solid waste and recycling areas.
- (k) Signs.
- (l) Site lighting.
- (m) Other uses which are customarily incidental to a permitted principal use.
- (n) Temporary construction and sales trailers.
- (o) Utility structures.

(3) Bulk, area, and building requirements.

(a) Standards applicable to the entire tract, and shall not be applied to any individual lot or lots which may be created.

- i. Maximum number of dwelling units. 105
- ii. Minimum commercial gross floor area. 8,000 square feet
- iii. Maximum commercial gross floor area. 16,000 square feet
- iv. Minimum acreage. 13 acres

(b) Townhome standards:

- i. Townhome building height. 3.5 stories/40 feet
- ii. Clubhouse building height. 2 stories/ 30 ft.
- iii. A maximum of six (6) townhomes per building.
- iv. Building setbacks.
 - 1. From property boundary. 15 feet
 - 2. From internal road/drive aisle. 15 feet
 - 3. Townhouse unit setbacks. Patios and decks shall not be counted for calculation of building setbacks.
 - a. Side to side. 20 feet.
 - b. Side to front/back. 30 feet
 - c. Back to back. 45 feet

(c) Multi-family and mixed-use standards:

- i. Maximum building height. 3.5 stories/40 feet
- ii. Building setbacks.
 - 1. From property boundary Route 79. 25 feet
 - 2. From property boundary Stevenson Drive. 25 feet
 - 3. From all other property boundaries. 8 feet
 - 4. From internal road/drive aisle. 5 feet
 - 5. Multi-family building to building setback. 25 feet

(d) Commercial building standards:

- | | |
|---|---------------------|
| i. Maximum building height. | 3.5 stories/40 feet |
| ii. Building setbacks. | |
| 1. From internal roadway/drive aisle. | 2 feet |
| 2. From property boundary along Route 79. | 60 feet |
| 3. From all other property boundaries. | 2 feet |
| 4. From drive-thru drive aisle | 0 feet |

(e) Parking area setbacks.

- i. 10 feet from any adjacent property line, 0 feet from any internal subdivision line.
- ii. 0 feet from a commercial building.
- iii. 5 feet from Multi-family or mixed use building.
- iv. 10 feet from Townhouse.
- v. 0 feet from a drive aisle.
- vi. Parking shall be permitted in a front yard.

(2) Design Standards.

- (a) Solid waste and recycling areas. No setback from the parking area, or from any yard is required. The area shall be screened from view by either an enclosed by six (6) foot chain link fence with vinyl strips, or block, and shall have gated access.
- (b) Site lighting. The arrangement of exterior lighting shall adequately and safely illuminate parking areas, internal roadways, and walkways, and prevent glare to adjoining residential areas.

(4) Site access, off-street parking, and loading requirements.

- (a) One site access driveway shall be provided from the Route 79 frontage to the site. The access driveway may be shared by townhouse, multi-family, mixed-use, and commercial uses.
- (b) One site access driveway to the townhouse use shall be provided from Schanck Road (a/k/a Bucks Lane).

- (c) One site access driveway to the townhouse use, and one site access driveway to other uses with frontage on Stevenson Drive.
- (d) Any entrance to the townhouse use may be gated.
- (e) Number of parking spaces.
 - i. Townhouses. 2.5 spaces/ unit. This requirement may be satisfied by a combination of garage and driveway parking spaces.
 - ii. Affordable housing units. 2 spaces / unit
 - iii. Commercial uses. 1 space / 250 s.f. of leasable floor area.
- (f) Commercial, mixed-use, and multi-family affordable housing buildings may have shared parking arrangements, permitting sharing of up to 20 parking spaces, to satisfy the parking requirements.
- (g) No Loading spaces are required.

(5) Landscape Buffer. Adjacent to a residential zone or property, a five (5) foot planted, landscaped buffer is required.

(6) Signs.

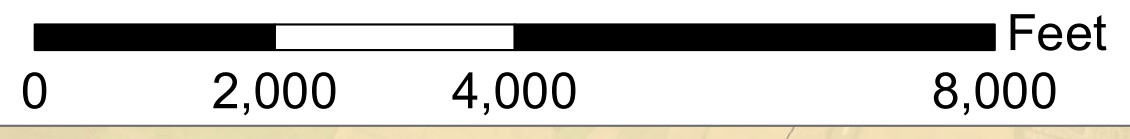
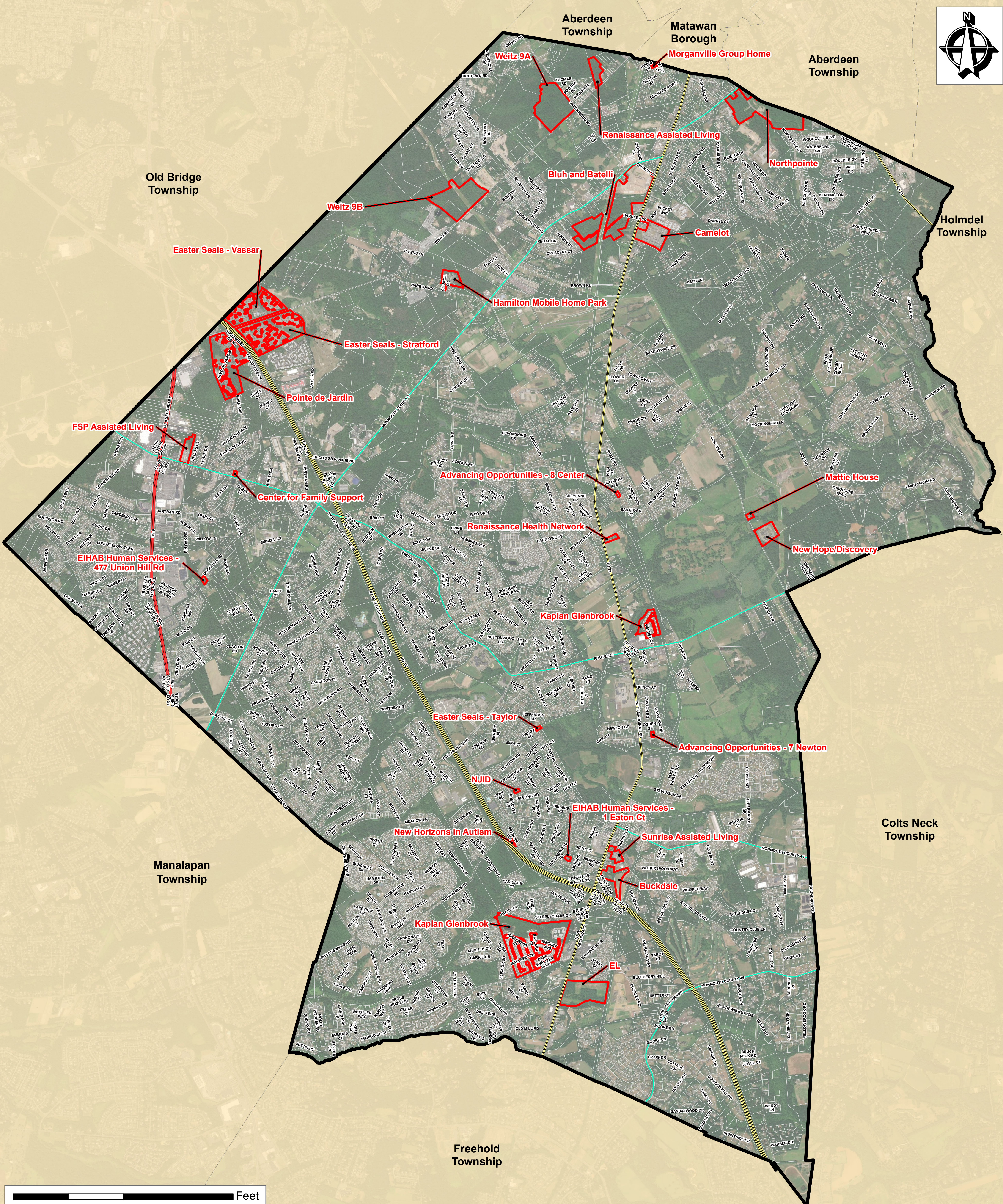
- (a) In connection with commercial uses, an externally or internally illuminated pylon project identification sign, with a maximum height of 25 ft., and a maximum area of 170 s.f., per side, along Route 79 frontage with a 10 ft. setback from the property line. Each tenant is permitted space on the project identification sign.
- (b) For the building housing the affordable housing units, an externally illuminated monument project identification sign, with a maximum height of 6 ft., and a maximum area of 50 s.f., along Route 79 frontage with a 10 ft. setback from the property line.
- (c) For the townhouse units, an externally illuminated monument project identification sign, with a maximum height of 6 ft., and a maximum area of 50 s.f., at either or both sides of any access drive from Schanck Road (a/k/a Bucks Lane), Stevenson Drive, Route 79, and at the access drive from an adjacent commercial development, with a 10 ft. setback from the property line.
- (d) Wall mounted identification signs are permitted for each tenant or business with a commercial use. The total area of wall mounted signs shall not exceed 10% of the area of each side of the building fronting on a street. Wall mounted signs may be internally or externally illuminated.
- (e) Ground mounted directional and wayfinding signage at a maximum height of 7 ft., and a maximum area of 5 s.f.

- (f) Ground mounted drive-thru sign with a maximum height of 9 ft., and an area of 30 s.f. exclusive of supporting structures and elements. Sign may be static with internal illumination or digital and LED lit, or a combination of both.
 - (g) Temporary signage, including freestanding ground signs, flag signs, banner signs, or other signs advertising the availability of the residential and commercial units and/or directing the public to the development. Signs may be two sided. Ground signs shall not exceed 25 s.f. in area, per side, and 8 feet in height above the ground. Flag signs shall not exceed 60 s.f. in area, per side, and shall not exceed 22 feet in height above the ground. Banner signs may span the width of temporary fencing or a building. The text per each sign may include the community project name, developer name, logos, and advertising and informational text.
 - (h) Supporting elements, posts, and architectural features are not included in sign area.
 - (i) Any signage permitted by Section 220-99 of the ordinance.
- (7) Miscellaneous provisions.
- (a) Development may be phased.

Appendix B:
Affordable Housing Project Site Maps

AFFORDABLE HOUSING SITE MAP

MARLBORO TOWNSHIP, N.J.



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

PRIOR ROUND SITES

MARLBORO TOWNSHIP
MONMOUTH COUNTY
NEW JERSEY

Legend

- Affordable Housing Sites
- Parcels
- Municipal Boundary

Source: ESRI Basemap, NJDOT, NJGIN Information Warehouse, NJGIS

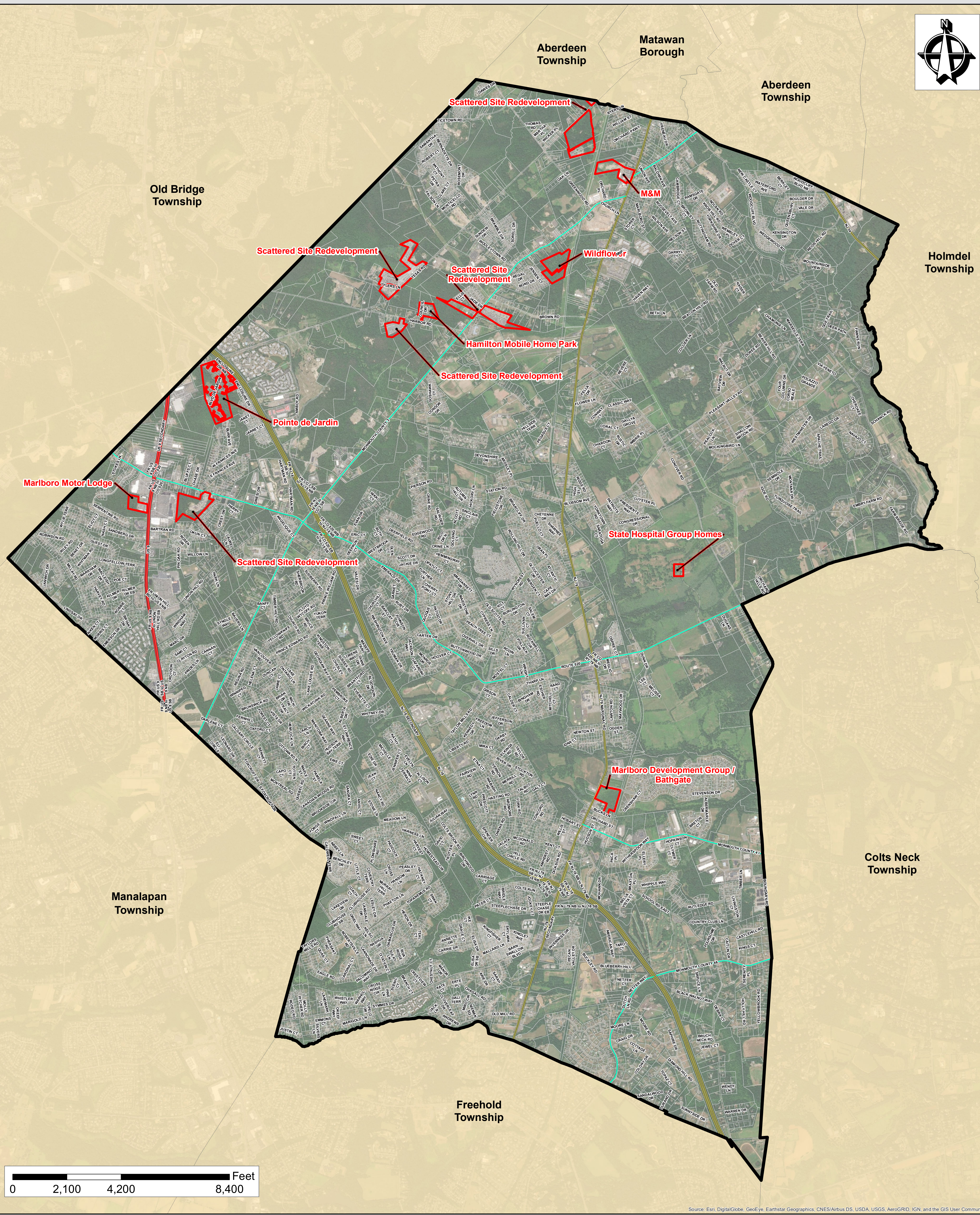


CONSULTING & MUNICIPAL ENGINEERS
3141 BORDENTOWN AVENUE, PARLIN, N.J. 08859
1460 ROUTE 9 SOUTH HOWELL, N.J. 07731
3759 ROUTE 1 SOUTH SUITE 100, MONMOUTH JUNCTION, NJ 08852
ONE MARKET STREET SUITE 1F, CAMDEN, NJ 08102
WWW.CMEUSA1.COM

DATE 11/19/2019	SCALE 1 inch = 1,600 feet	LAST REVISED 5/3/2019	CREATED BY CD/JB
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AFFORDABLE HOUSING SITE MAP

MARLBORO TOWNSHIP, N.J.



THIRD ROUND SITES

**MARLBORO TOWNSHIP
MONMOUTH COUNTY
NEW JERSEY**

Legend

- Affordable Housing Sites
- Parcels
- Municipal Boundary

Source: ESRI Basemap, NJDOT, NJGIN Information Warehouse, NJGIS



CONSULTING & MUNICIPAL ENGINEERS

3141 BORDENTOWN AVENUE, PARLIN, N.J. 08859
1460 ROUTE 9 SOUTH HOWELL, N.J. 07731
3759 ROUTE 1 SOUTH SUITE 100, MONMOUTH JUNCTION, NJ 08852
ONE MARKET STREET SUITE 1F, CAMDEN, NJ 08102

WWW.CMEUSA1.COM

DATE 11/21/2019	SCALE 1 inch = 1,667 feet	LAST REVISED 5/1/2019	CREATED BY CD/JB
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Appendix C:
Housing Plan Element and Fair Share Plan Resolutions

These documents are pending and will be submitted under separate cover, and inserted into this Appendix.

Appendix D:
Inclusionary Zoning Ordinance

ORDINANCE #2019-XXX

**AN ORDINANCE AMENDING SECTION 220 “LAND USE AND DEVELOPMENT,”
ARTICLE III, OF THE CODE OF THE TOWNSHIP OF MARLBORO TO
IMPLEMENT THE RECOMMENDATIONS OF THE TOWNSHIP MASTER PLAN
REXAMINATION REPORT AND THE HOUSING ELEMENT AND FAIR SHARE
PLAN**

WHEREAS, in accordance with the provision of N.J.S.A. 40:55D-89, the Marlboro Planning Board is required every ten (10) years to prepare a periodic reexamination of the Township’s master plan. A Reexamination Report consists of a review of previously adopted master plans, amendments and local development regulations to determine if the policy guidelines set forth therein are still applicable.

WHEREAS, the Township of Marlboro last adopted its Master Plan in 1997, with a 2012 Reexamination Report; and

WHEREAS, the Township of Marlboro has requested the Planning Board reexamine its master plan and development regulations in accordance with State statutes, specifically addressing the following:

- a. The major problems and objectives relating to land development in the municipality at the time of adoption of the last reexamination report.
- b. The extent to which such problems and objectives have been reduced or have increased subsequent to such date.
- c. The extent to which there have been significant changes in the assumptions, policies, and objectives forming the basis for the master plan or development regulations as last revised, with particular regard to the density and distribution of population and land uses, housing conditions, circulation, conservation of natural resources, energy conservation, collection, disposition, and recycling of designated recyclable materials, and changes in State, county and municipal policies and objectives.
- d. The specific changes recommended for the Master Plan or land development regulations, if any, including underlying objectives, policies and standards, or whether a new plan or regulations should be prepared.
- e. The recommendations of the planning board concerning the incorporation of redevelopment plans adopted pursuant to the "Local Redevelopment and Housing Law," P.L.1992, c.79 (C.40A:12A-1 et al.) into the land use plan element of the municipal Master Plan, and recommended changes, if any, in the local development regulations necessary to effectuate the redevelopment plans of the municipality; and,

WHEREAS, the Township of Marlboro Planning Board has completed its reexamination and has recommended and adopted Master Plan Reexamination Report and Updated Housing Element and Fair Share Plan, dated August 7, 2019; and,

WHEREAS, pursuant to N.J.S.A. 40:55D-62, the Township Council has the power to

adopt or amend any ordinance related to the nature and extent of uses of land, buildings, and structures thereon; and,

WHEREAS, the Marlboro Township Council has reviewed the Master Plan Reexamination Report and Updated Housing Element and wishes to implement the recommendations to create a new Zoning District to promote the preservation of open space and recreation areas for the enjoyment of the Township residents; and,

WHEREAS, the Marlboro Township Council has reviewed the Master Plan Reexamination Report and Updated Housing Element and wishes to implement the recommendations to create a new zoning district to provide public services, including utilities, government functions, schools, both public and private, and other related community facilities uses; and,

WHEREAS, the Marlboro Township Council has reviewed the Master Plan Reexamination Report and Updated Housing Element and wishes to implement the recommendations to include certain parcels within the Agricultural/Land Conservation Zoning District in order to minimize environmental impacts and protect the rural character of the Township; and,

WHEREAS, the Marlboro Township Council has reviewed the Master Plan Reexamination Report and Updated Housing Element and wishes to define industrial flex uses to promote development by modern industries and businesses; and,

WHEREAS, the Marlboro Township Council has reviewed the Master Plan Reexamination Report and Updated Housing Element and wishes to implement the recommendations to create a new Zoning District to promote generational housing for a variety of income levels, age groups, and household types in order to create a housing base that supports and retains the existing residents within the Township, as well as explore opportunities for veterans housing and support services within the Township in order to allow Marlboro's veterans population to age in place in the community.

NOW, THEREFORE, BE AND IT IS HEREBY ORDAINED, by the Township Council of the Township of Marlboro, that SECTION 220 "Land Use and Development" Article III, of the Code of the Township of Marlboro is hereby amended to include the following:

§220-XX "Recreation and Open Space (ROS) District."

A new "Recreation and Open Space" district shall be created, and the Township's zoning map shall be amended so that the following properties shall be removed from the existing district within which they reside and placed into the new "Recreation and Open Space" district:

Recreation and Open Space (ROS) district:

Recreation & Open Space District			
Block	Lot	Type	Acreage
101	5	Open Space	1.3
101	7	Township Owned	0.7
101	13	Farm	0.8
101	14	Farm	2
101	15	Farm	2.8
101	16	Farm	5
101	17.01	Township Owned	0.1
101	17.06	Township Owned	10.4
102	1	Farm	4.9
102	2	Farm	4.8
103	2	TAX LIEN	2.9
103	11	TAX LIEN	3.2
105	1	Township Owned	0.1
105	4	Township Owned	0.1
106	1	TWP ROSI	1
107	14	Township Owned	0.1
107	15	Township Owned	0.1
108	1	Township Owned	0.5
108	2.01	Township Owned	0.1
108	5	Township Owned	0.1
108	18	Township Owned	0.1
111	5	Township Owned	1.4
111	15	TWP ROSI	3.1
111	33	Park	8
118	31	Burial Ground	0.1
119	14	Farm	0.5
119	21	Township Owned	1.8
119	22	Township Owned	3.4
119	24	Township Owned	4.7
119	32.17	Township Owned	1.2
119.01	30	TWP ROSI	1
119.01	56	TWP ROSI	4.7
119.02	8	Township Owned	1
119.02	20	Township Owned	0.8
119.02	67	TWP ROSI	4.4
119.02	68.07	Township Owned	0.3
120	5	Township Owned	1.1
120	6	Township Owned	1.7

Recreation & Open Space District			
Block	Lot	Type	Acreage
120	7	Township Owned	Included with Lot 6
120	8	Township Owned	Included with Lot 6
120	9	Township Owned	Included with Lot 6
120	21	TWP ROSI	0.2
120	22	TWP ROSI	0.5
120	23	Park	0.5
120	24	Park	5.5
120	25.02	Park	14.8
120	33	TWP ROSI	10.2
120	36	Township Owned	3.8
120.08	1	TWP ROSI	15.5
121	3	Park	1
124	3	Township Owned	0.2
127	11	TWP ROSI	10.4
131	4	Township Owned	0.1
132	12.02	TWP ROSI	33.9
132	46	Township Owned	0.9
139	11	TWP ROSI	5.8
139	31	TWP ROSI	20
143	1.01	Open Space	2
143.01	34	TWP ROSI	4.2
143.02	54	TWP ROSI	3.3
143.02	92	TWP ROSI	2.3
143.02	104	TWP ROSI	5.2
143.02	125	TWP ROSI	11.9
143.05	72	TWP ROSI	8
143.05	74	TWP ROSI	2
143.05	77	TWP ROSI	2
143.05	78.26	TWP ROSI	0.5
143.08	1	Township Owned	0.5
143.08	9	TWP ROSI	20.1
146	1	TAX LIEN	0.9
146	3	Township Owned	6
146	4	TAX LIEN	27.9
146	12	Township Owned	2.2
146	19	Township Owned	0.9
146	44	Township Owned	1
146	47	Township Owned	9.6
146	48	Cemetery	25.4

Recreation & Open Space District			
Block	Lot	Type	Acreage
146	49	TAX LIEN	9.6
147	6	Township Owned	6.6
147	7	Township Owned	4.1
147	32.01	Township Owned	2.5
147	32.26	Township Owned	3.7
147	38	Township Owned	1.8
147	39	Township Owned	0.8
148	10.06	Township Owned	4.2
148	10.26	Township Owned	1.8
148	30	TWP ROSI	20.2
149	19	Park	3.5
151	16	Park	1.9
153	10.05	Township Owned	11.1
153	14.01	Township Owned	0.6
153	15	Cemetery	53.7
153	20	Township Owned	0.1
153	23	TWP ROSI	6.6
153	37	Township Owned	0.9
153.02	1	Township Owned	2.3
154	1.31	TWP ROSI	43.3
154	2.01	TWP ROSI	0.5
154	17.06	Open Space	13.9
154	21	TWP ROSI	29.4
155	4.01	Township Owned	2.5
155	4.17	Township Owned	29.8
155	13.03	Township Owned	43
155	16.01	TWP ROSI	35.8
155	16.02	TWP ROSI	5
155	19	Open Space	0.9
155	20.01	TWP ROSI	62.3
155	23	Open Space	0.5
156	3	Farm	79.9
157	19	Open Space	6.1
157	34.01	Farm	60.7
157	34.04	Farm	111.4
159	1.01	Township Owned	47
159	1.02	Township Owned	5.7
159	3.21	Township Owned	6.2
159	3.28	Township Owned	7

Recreation & Open Space District			
Block	Lot	Type	Acreage
159	10.20	Township Owned	12.2
159	11	Park	411
159	14	Park	12.5
160	8	TWP ROSI	20.5
160	35	Township Owned	1.1
160	36.01	Township Owned	16.5
160	79	Township Owned	7.7
160.01	5.06	Township Owned	4.9
160.01	5.18	Township Owned	1.1
164	2	Park	1.8
168	12	Park	8.4
169	2	Cemetery	6.8
169	4	Open Space	5.3
169	26	Park	8.2
170	8.01	Farm	15.5
170	9	Farm	9.4
170	10	Farm	8.2
170	33	Open Space	4.2
170	34	Open Space	52.9
170	35	Cemetery	35.5
171	36.09	Township Owned	8.8
171	43	TWP ROSI	14.4
171	50	TWP ROSI	21.5
171	52.02	Farm	30.5
171	72	Township Owned	0.6
171	98	Township Owned	3.2
171.02	25	Township Owned	1.5
171.02	35	Township Owned	0.9
172	30	Cemetery	68.4
172	31	Township Owned	3.6
172	32	Township Owned	132.5
172	48	Township Owned	50
173	1	Cemetery	57.3
176	65.06	Township Owned	0.6
176	67.03	TWP ROSI	0.5
176	67.20	TWP ROSI	15.3
176	86	TWP ROSI	0.9
176	109	TWP ROSI	4.8
176	128.02	TWP ROSI	2

Recreation & Open Space District			
Block	Lot	Type	Acreage
176.02	1	TWP ROSI	10
176.02	50	TWP ROSI	8.8
176.06	6	TWP ROSI	0.6
176.06	22	TWP ROSI	5.1
178	1.00	Township Owned	0.1
180	6	Township Owned	29.6
180	14	Township Owned	64.5
180	20	Township Owned	0.8
180	34	Township Owned	0.5
180	43	TWP ROSI	9.7
184	19	State ROW	0.5
184	20	State ROW	Included with Lot 19
184	21	State ROW	Included with Lot 19
184	22	State ROW	Included with Lot 19
184	23	State ROW	Included with Lot 19
184	24	State ROW	Included with Lot 19
184	25	State ROW	Included with Lot 19
184	26	State ROW	Included with Lot 19
184	27	Township Owned	2.2
184	65	Township Owned	2.7
184	72	Township Owned	16.2
184.01	17	Township Owned	1.4
187	1	TWP ROSI	2.3
189	1	TWP ROSI	6.6
193.02	49	Township Owned	2.9
193.02	53.11	Township Owned	0.6
193.02	54.18	TWP ROSI	15.1
193.02	54.33	Township Owned	1.7
193.02	66	Park	1
193.05	11	Township Owned	2.8
193.05	25	Township Owned	2.1
193.05	42	Township Owned	6.1
193.06	9	Township Owned	0.4
194	7	Cemetery	1.1
198	14	Township Owned	3.8
199	1	Township Owned	0.9
200	1	Township Owned	0.8
206	9	Township Owned	18.6
206	25	Township Owned	47.5

Recreation & Open Space District			
Block	Lot	Type	Acreage
206	30	Township Owned	0.5
206.03	30	Township Owned	1.7
206.04	1	Township Owned	0.2
207	2	Open Space	3
207	13	Park	9.5
207	22.33	TWP ROSI	3.9
213	20	TWP ROSI	8.4
213	27	Park	13.9
213	39	Township Owned	1.1
213	49.02	Park	9.6
213.01	49.01	Park	1.4
214	40	Park	2
214	41	Cemetery	12.3
214	42	Park	0.3
214	43.01	Park	361
214	43.02	Park	3.1
214	43.03	Park	16.5
214	44	TWP ROSI	1.3
214	46	Park	1.1
214	51.03	TWP ROSI	44.7
214.01	1	TWP ROSI	41.1
214.03	18	TWP ROSI	68.1
215	4	Park	1
225	190	TWP ROSI	7.2
225	191	Township Owned	8.5
225	229	Township Owned	0.2
251	24	Township Owned	0.1
252	1	TWP ROSI	3.7
253	1	TWP ROSI	?
253	12	TWP ROSI	21
253	35.01	Township Owned	5.2
253	36.02	Township Owned	64.6
253	36.03	Township Owned	20.1
255	8	TWP ROSI	Included with Lot 55
255	16	TWP ROSI	Included with Lot 55
255	24	TWP ROSI	5.5
255	55	TWP ROSI	37.4
255	56	TWP ROSI	19.2
267	36	Open Space	1.7

Recreation & Open Space District			
Block	Lot	Type	Acreage
267	37	Open Space	8.1
267	41	TWP ROSI	5.3
267	42	TWP ROSI	10.8
268	25	Township Owned	0.2
268.04	1	Township Owned	1.3
268.04	30	Township Owned	2.1
268.05	16	Township Owned	0.7
268.07	1.01	Township Owned	0.1
268.07	2.13	Township Owned	4.3
269	16	Township Owned	1.8
269	20.01	TWP ROSI	12
270	15.09	TWP ROSI	9.7
270	15.43	TWP ROSI	20.1
270	15.49	TWP ROSI	5.1
270	83.05	TWP ROSI	9.5
270	83.20	TWP ROSI	2.5
270	84	TWP ROSI	9.6
270	102	TWP ROSI	Included with Lot 84
270.01	5	TWP ROSI	2.7
292	1	State ROW	0.8
292	2	State ROW	1.1
293	1	State ROW	0.3
296	30	TWP ROSI	4
299	33	Open Space	12.9
299	47	TWP ROSI	19.1
299	65	Township Owned	0.1
299	114	Farm	22
299	115	Farm	34.8
300	63	Township Owned	0.6
300.01	14	Township Owned	0.9
306	1	Township Owned	1.4
312	1	TWP ROSI	9.4
312	14	TWP ROSI	Included with Lot 24
312	24	TWP ROSI	8.4
312	24	TWP ROSI	8.4
312	32	TWP ROSI	6.2
312	41	TWP ROSI	25.9
312	102	TWP ROSI	0.3
312	103	TWP ROSI	10.3

Recreation & Open Space District			
Block	Lot	Type	Acreage
312	104	TWP ROSI	15.2
312	124	TWP ROSI	15
312	147	TWP ROSI	1.5
312	158.08	TWP ROSI	1.3
312	159	TWP ROSI	5.3
321	7	TWP ROSI	1.1
331	62.08	Township Owned	3
332	12.07	TWP ROSI	1.6
337	11	TWP ROSI	1.5
338	7	TWP ROSI	7.6
339	1	TWP ROSI	27.6
339	58	TWP ROSI	1.7
339	67	Township Owned	1.6
339	89	TWP ROSI	3.7
339	112	Cemetery	2.6
342	1	State ROW	0.7
342	2	State ROW	Included with Lot 1
346	6	State ROW	1.7
346	7	State ROW	Included with Lot 6
346	8	State ROW	Included with Lot 6
346	9	State ROW	Included with Lot 6
347	1	State ROW	0.3
347	2	State ROW	Included with Lot 1
348	1	State ROW	2.1
348	3	State ROW	Included with Lot 1
348	4	State ROW	Included with Lot 1
349	1	State ROW	0.7
349	2	State ROW	Included with Lot 1
349	16	State ROW	Included with Lot 1
352	8	State ROW	0.6
353	5	State ROW	0.9
353	6	State ROW	Included with Lot 5
353	7	State ROW	Included with Lot 5
354	1	State ROW	0.7
354	2	State ROW	Included with Lot 1
354	3	State ROW	Included with Lot 1
354	4	State ROW	Included with Lot 1
355	9	State ROW	3.7
355	10	State ROW	Included with Lot 9

Recreation & Open Space District			
Block	Lot	Type	Acreage
356	2	Park	2
358	7	Park	2.4
360	5.01	Township Owned	1.4
360	25.23	Township Owned	4
360	25.29	TWP ROSI	1.6
360.02	18.26	Township Owned	57.5
362	16.11	Township Owned	0.6
363.01	5	Township Owned	0.5
363.02	21	Township Owned	0.2
363.02	22	Township Owned	0.6
363.02	24	Township Owned	0.1
363.02	25	Township Owned	0.3
363.02	26	Township Owned	0.3
363.02	27	Township Owned	0.2
363.02	28	Township Owned	0.2
371	31	TWP ROSI	22.6
371	80	Township Owned	7.5
371	82	Township Owned	0.5
371	294	TWP ROSI	7.9
389	1	TWP ROSI	22.7
390	18	TWP ROSI	16.5
392	27.08	TWP ROSI	1.7
392	28.10	Township Owned	1.7
392	35	TWP ROSI	19.7
392	38.06	TWP ROSI	1.1
407	14	TWP ROSI	8.7
408	1	State ROW	3
408	47	Township Owned	0.2
408	48	TWP ROSI	21.8
408	49	TWP ROSI	2.5
408	50	TWP ROSI	8
408	51	State ROW	3.1
408	52	State ROW	Included with Lot 51
408	53	State ROW	Included with Lot 51
408	54	State ROW	Included with Lot 51
408	55	State ROW	Included with Lot 51
408	56	State ROW	Included with Lot 51
408	57	TWP ROSI	8
412	30	TWP ROSI	24

Recreation & Open Space District			
Block	Lot	Type	Acreage
412	30	TWP ROSI	24
412	31	TWP ROSI	Included with Lot 30
412	32	TWP ROSI	44
412	107	TWP ROSI	8.9
412	141	TWP ROSI	8.1
412	165.10	Township Owned	0.1
412	308	TWP ROSI	33.1
412.01	1	TWP ROSI	8
413	24.04	Township Owned	8
413	38.06	Township Owned	1.8
415	1	State ROW	3.5
415	3	State ROW	Included with Lot 1
415	6	State ROW	Included with Lot 1
415	36	Park	7
415	37	Park	3.7
416	3.07	Township Owned	2.3
416	4	Park	3.3
417	1	Park	0.4
417	19.05	Township Owned	3
417	19.14	Township Owned	2.5
419	2	Park	0.1
419	4	State ROW	0.1
419	5	State ROW	Included with Lot 4
419	6	TAX LIEN	1
419	7	Township Owned	0.4
419	8	Township Owned	0.1
419.01	6	Township Owned	2.1
420	44.05	TWP ROSI	2.5
420.02	17	Township Owned	4.2
			Total : 3,995.0

; and

The following standards and regulations shall apply to all developments located within the Recreation and Open Space district:

§220-XX “Recreation and Open Space (ROS) District.”

A. Purpose

The intent of the Recreation and Open Space District is to maintain areas of open space in a bucolic rural setting within the Township, and to provide appropriate lands to meet the recreational needs of Township residents.

B. Permitted principal uses

- 1) *Public open space*
- 2) *Public indoor and outdoor recreation facilities*
- 3) *Private recreational facilities*
- 4) *Public golf courses*
- 5) *Cemeteries*
- 6) *Essential services*

C. Accessory uses

- 1) *Signs*
- 2) *Fences*
- 3) *Off-street parking*
- 4) *Any use which is customarily incidental and subordinate to the principal use of the property.*

D. Conditional uses

- 1) *Public utilities*

E. Area, Yard, and Building requirements

- 1) *Any building shall be set back a minimum of 100 feet from any property line.*
- 2) *Maximum building height shall be 2 stories or 35 feet.*
- 3) *The maximum impervious coverage for the entire tract shall be 15 percent.; and*

§220-XX “Community Facilities (CF) District.”

A new “Community Facilities” district shall be created, and the Township’s zoning map shall be amended so that the following properties shall be removed from the existing district within which they reside and placed into the new “Community Facilities” district:

Community Facilities (CF) district:

Community Facilities District			
Block	Lot	Facility	Acreage
103	13	SEWER DISPOSAL	1.1
119.01	57	PUMP STATION	0.2
120	34	FIRE HOUSE	3.4
132	19	WATER TANK	1.4

Community Facilities District			
Block	Lot	Facility	Acreage
139	66.01	WATER TOWER	2.8
139	86.01	PUMPING STATION	0.3
143	1.03	PUMP STATION	1.2
143	11.02	Marlboro Memorial Middle School	26.8
147	32.27	PUMP STATION	0.2
151	8	FIRE HOUSE	1.8
153	38	Collier School	220.6
153	108	RADIO TOWER	0.3
157	11	MAINTENANCE BLDG.	3
157	13	VACANT LAND	5
159	3.33	PUMP STATION	0.4
160	36.02	PUMPING STATION	0.1
170	29	WELL	5.5
171	71	FILTERING PLANT	11.8
171.01	23	PUMP STATION	8.1
176	104	FIRE HOUSE	6.6
176.07	1	SEWER DISPOSAL	0.1
180	8	VACANT LAND	6.8
180	9	VACANT LAND	4.9
180	13	WATER TANK	6.6
180	83.02	PUMP STATION	0.9
206	28	Defino Elementary School	19.7
214	3.04	PUMP STATION	0.1
214.03	58	PUMP STATION	0.2
223	4	FIRE COMPANY PARKING	0.3
223	5	FIREHOUSE	0.2
223	6	PARKING FIRE CO	0.3
223	7	FIRE HOUSE	0.2
225	74	Marlboro Elementary School	18.7
225	199	Marlboro High School	44.2
253	34	Marlboro Middle School, and fields	30.8
253	35.02	Library	4.1
253	37.01	Municipal Complex	17.6
253	38	Board of Ed Building	2
253	39	Bus Storage	4
255	68	VACANT LAND	0.3
270	59	VACANT LAND	6.8
299	20	PARKING AREA	7.3
299	160	Asher Holmes Elementary	30.4

Community Facilities District			
Block	Lot	Facility	Acreage
299	177	Robertsville Elementary / Tennis Courts	2.9
305	181	PUMPING STATION	0.5
312	159	First Aid station	5.3
312	160	VACANT LAND	7.5
335	5	Schechter School	0.5
339	90	Dugan Elementary	21.4
360.02	15.01	PUMP STATION	0.2
360.02	18.63	PUMP STATION	0.3
415	32.02	PUMP STATION	0.2
		Total:	545.9

; and

The following standards and regulations shall apply to all developments located within the Community Facilities district:

§220-XX “Community Facilities (CF) District.”

A. Purpose

The intent of the Community Facilities District is to allow for adequate space to provide public services and related functions to the residents of the Township of Marlboro.

B. Permitted principal uses

- 1) All public and quasi-public uses legally permitted in the Township of Marlboro may be permitted in the*
- 2) Libraries*
- 3) School facilities*
- 4) Public utilities*
- 5) Essential services*

C. Accessory uses

- 1) Signs*
- 2) Fences*
- 3) Off-street parking*
- 4) Any use which is customarily incidental and subordinate to the principal use of the property.*

D. Conditional uses

- 1) Wireless communications facilities; and*

§220-92 “Municipal Zone” Repeal

The Township Land Use and Development Ordinance shall be amended to repeal in its entirety §220-92 “Municipal Zone”, as this district is to be supplemented and replaced by the aforementioned Community Facilities District, and the Recreation and Open Space District, respectively.

§220-93 “A/LC Agriculture/Land Conservation District.” Amendment

The Township zoning map shall be amended to place the following properties into the Agriculture / Land Conservation (A/LC) District of the Township zoning map:

Agriculture / Land Conservation District Rezone			
Block	Lot	Facility	Acreage
119	17	Farm	13.8
119	18	Farm	2.9
119	19	Farm	1.5
120	4	Farm	10.3
120	26	Farm	13.6
120	27	Farm	29.5
120	31	Farm	12.6
146	6	Vacant	8
146	7	Vacant	10.2
146	8	Vacant	124
146	29	Vacant	5.6
156	4	Open Space	1.7
168	3	Open Space	2
168	4	Open Space	7.1
170	8.02	Farm	17.9
171	4	Farm	18.8
171	51	Farm	16.5
172	58	Open Space	22.6
172	59	Open Space	4.3
206	26	Farm	2
206	27	Farm	27
207	3	Farm	7.7
207	18	Farm	29
225	227	Farm	167.5
225	228	Farm	1.3
225	230	Farm	2.6
361	4	Vacant	6.6
364	1	Farm	27

Agriculture / Land Conservation District Rezone			
Block	Lot	Facility	Acreage
364	2	Farm	15.9
414	1	Farm	0.5
414	2	Farm	7.5
415	24	Farm	11.2
415	27	Farm	18.3
415	30	Farm	1.1
415	32.01	Farm	15.7
415	34.01	Farm	6.1
419	3	Farm	12.5
419	11	Farm	6.2
		Total:	688.6

; and

In addition to the rezoning of the aforementioned parcels, the Agriculture/Land Conservation District, Section 220-93 of the Township’s Land Use and Development Ordinance, shall be amended to allow for lots in existence prior to the adoption of this ordinance, which do not meet the current minimum lot area requirements, to be considered conforming lots.; and

Section 220-93 (Agriculture/Land Conservation district) of the Township’s Land Use and Development Ordinance shall be amended to include the following additional language:

§220-93.G Lots in existence prior to Ordinance XX

Any lot in the A/LC district which was in existence prior to the adoption of Ordinance XX shall be considered a conforming lot in terms of the requirements for minimum lot area, frontage, width, and depth. All permitted uses in the A/LC district shall be permitted on these lots; and

§220-4 “Definitions and Word Usage” Amendment

The definitions found in Section 220-4 of the Township Code shall be amended to include the following new definition for “industrial flex use:”

INDUSTRIAL FLEX USE

The use of any premises, structure, building or part of a building or place as an INDUSTRIAL USE, which intended to provide flexibility in the use of its space, and may include multiple tenants in a single building, or may incorporate office space, commercial space, or may have multiple users accessing the same space at different time periods.; and

§220-84 “Industrial-Office-Research District” Amendment

Section 220-89.A shall be amended to include an industrial flex use as defined above as a permitted principal use in the Industrial-Office-Research (IOR) district; and

§220-XX “Generational Housing Districts”

The Township’s list of zoning districts, and zoning map shall be amended to create and incorporate seven (7) new “Generational Housing” districts, and one (1) “Generational Housing” overlay district, and the following properties shall be rezoned into the seven (7) new “Generational Housing” districts, and one (1) “Generational Housing” overlay district, as follows:

Generational Housing 1 (GH-1) district (MDG/Bathgate)

GH 1 District	
Block	Lot
213.01	44

Generational Housing 2 (GH-2) district (EL at Marlboro)

GH 2 District	
Block	Lot
415	22

Generational Housing 3 (GH-3) district (Weitz/Pallu),

GH 3 District	
Block	Lot
146	25
	26

Generational Housing 4 (GH-4) (Weitz/Ashbel)

GH 4 District	
Block	Lot
119	16

Generational Housing 5 (GH-5) (M&M)

GH 5 District	
Block	Lot
122	27.04

Generational Housing 6 (GH-6) (Buckdale)

GH 6 District	
Block	Lot
335	6
	7
	8
	11

Generational Housing 7 (GH-7) (Wildflower/The Place at Marlboro)

GH 7 District	
Block	Lot
148	31
149	16

Generational Housing 8 Overlay (GH-8) (Marlboro Motor Lodge)

GH 8 Overlay District	
Block	Lot
270	14

; and

The following standards and regulations shall apply to all developments located within any of the Generational Housing districts:

§220-XX “Generational Housing Districts”

The following regulations shall apply to all development within any of the GH districts:

A. Purpose:

The intent of Generational Housing is to promote residential communities for multiple generations and household types while satisfying the Township’s constitutional obligation to create realistic housing opportunities for all our residents. Generational Housing opportunities will be available to families just starting out, including children of Marlboro parents who currently worry about where their kids will live, and the entry level employees including police officers, teachers and other public employees who work in and serve our own Town but

could never imagine finding a home here. Empty-nesters and seniors relying upon monthly Social Security checks who wish to remain in Marlboro need to have the opportunity to do so and should be able to come back home to live, work and raise a family. Generational Housing also recognizes that we have a collective duty to do more for those who have sacrificed on behalf of our country-veterans must have a chance to call Marlboro their home. Generational Housing is designed to meet these very real demands.

B. Veterans and first responders preference

- 1) For all affordable dwelling units, military veterans and first responders, to the extent permitted by law, shall be granted preferential status as applicants, as enumerated within the Township's Affordable Housing Ordinance, §70-21 of the Township Code (to be adopted concurrently with this ordinance).*

C. Recreation requirements

- 1) All developments must provide active or passive recreation facilities at a ratio of 50 square feet per dwelling unit.*
- 2) Recreational facilities shall be designed to accommodate users with disabilities, and be constructed in accordance with the Barrier Free Sub-code of the Uniform Construction Code of the State of New Jersey, and all other applicable codes and standards.*

D. Affordable housing requirements

- 1) In inclusionary development, to the extent feasible, low and moderate income units shall be integrated into the design with market rate units.*
- 2) In inclusionary developments, low and moderate income units shall have access to all of the same common elements and facilities as the market rate units.*
- 3) All new construction of affordable dwelling units shall incorporate an even split between low and moderate income units. In the event that an even split results in a fraction of a dwelling unit, the additional dwelling unit shall be a low income unit.*
- 4) The income limits and bedroom distribution for all affordable housing units shall be in accordance with the terms of the order of the Superior Court in Re: In the Matter of the Application of the Township of Marlboro for a Declaratory Judgement, Docket No. MON-L-2121-15, and in accordance with the Uniform Housing Affordability Controls (UHAC) found in N.J.A.C. 5:80-26.1 et seq.*
- 5) In the event that any phasing of construction is proposed, the phasing shall be in accordance with applicable law, including applicable regulations promulgated by the State of New Jersey.*

- 6) *Affordable housing units may be located in one building, or in multiple buildings.*

E. Other provisions

- 1) *Each development within a GH district may contain a common clubhouse or community amenity facility for the use of its residents and their guests. Such clubhouse shall be permitted to have a maximum height of 2 stories, and 35 feet.*
- 2) *The roof of any clubhouse or community amenity facility may be utilized as additional community amenity space.*
- 3) *Monument walls with or without signage, with maximum height of 3 feet, shall be permitted at any entrance to a residential development, provided that the wall does not interfere with any required sight distances.*
- 4) *Patios, decks, terraces, or balconies may be permitted to encroach within any required rear or side yard setback, provided that no patio, deck, terrace, or balcony is set back less than 20 feet from any tract boundary.*
- 5) *All stormwater management basins or other facilities shall be managed and maintained by a homeowners association.*

F. Circulation requirements

- 1) *No right-of-way dedication of 75 feet as per §220-184.C of the Township's Land Use and Development Ordinance shall apply to any development within a Generational Housing (GH) district.*
- 2) *Residential development shall conform to applicable requirements of the Residential Site Improvement Standards.*
- 3) *Off-street parking shall be permitted within a front, side, or rear yard area.*
- 4) *All residential development projects that require 50 off-street parking spaces or more, shall provide for at minimum 2 of those off-street parking spaces to be reserved for electric vehicle charging stations. Individual attached garages and/or driveways that serve individual residential single-family dwellings, or individual townhouse dwellings, shall be exempt from this provision.*
- 5) *Where commercial uses are included in a development with multi-family residences, off-street parking may be shared by the commercial uses and the multi-family residences. A maximum of 20 parking spaces may be shared and considered to satisfy the off-street parking requirements for each use.*
- 6) *Any parking spaces which are proposed for shared usage, shall be located within 150 feet of the primary entrance of each use.*

G. Design standards

- 1) *The standards enumerated in this section shall supersede any and all design requirements found in §220-38 for any attached single-family residential, townhouse, or multi-family residential development in a GH district.*
- 2) *Buildings shall be oriented so that their primary entrance faces the public street or right-of-way, or an internal roadway. Primary entrances shall not face a side or rear yard area, except for end unit townhouse dwellings, where the primary entrance shall be permitted to face a side yard.*
- 3) *Blank or featureless walls shall be avoided.*
- 4) *Primary exterior building façade materials on a front façade shall be brick or brick veneer, stone, cultured stone, stucco, natural wood, composite wood, vinyl, metal, glass, or similarly durable materials. A minimum of 50 percent of the front building façade, excluding any windows, doors, or fenestration, shall be composed of these materials.*
- 5) *Buildings which have a horizontal width of greater than 80 feet, shall be designed to be separated into vertical segments.*
- 6) *No building shall have an uninterrupted horizontal width of greater than 40 feet without a change in the vertical plane of the façade. A step-back or projection with a minimum depth of 18 inches shall be provided.*
- 7) *Projection requirements may be satisfied by decks or patios.*
- 8) *Buildings with pitched roofs shall have eaves that overhang the building face by a minimum of 12 inches. Any building eave or roofline which extends from the face of the building may encroach into any required front, side, or rear yard setback by a maximum of 12 inches.*
- 9) *Buildings with flat roofs shall include a decorative cornice along the top of the front facing façade which projects at minimum an average of 8 inches from the face of the building.*
- 10) *Any accessory structure which will be visible from any street or public right-of-way, shall be designed to be consistent in appearance with the principal structure on the property.*
- 11) *Any outdoor storage area for garbage and recycling materials which is to serve more than one dwelling, or any garbage and recycling storage area for a non-residential use, shall be screened by a fence of at least 6 feet in height.*
- 12) *Attached single-family (townhouse) design standards:*
 - a) *There shall be a variety of design and architectural styles and setbacks for the purpose of presenting an aesthetically desirable effect over the entire townhouse development.*
 - b) *No more than four contiguous dwelling units within a structure may have the same front yard setback.*
 - c) *Variations in building setbacks shall be not less than 2 feet.*
- 13) *Non-residential design standards:*

- a) *For any retail, restaurant, or commercial tenant space, a minimum of 50% of the building façade area at the ground level facing the public right of way, shall be transparent glazing.*
- b) *For any retail, restaurant, or commercial space, the maximum height of the storefront sill above the sidewalk shall be 3 feet.*
- c) *For any retail, restaurant, or commercial space on the ground level, a designated signage band shall be designed and incorporated into the building façade above the storefront area for each tenant space.*

14) *Sustainable Design Standards*

- a) *Strategies that minimize the impact of development on the environment and enhance the health, safety, and well-being of residents by producing durable, low-maintenance, resource-efficient housing, while making optimum use of existing infrastructure and community services, shall be encouraged.*

15) *Any deviation from these design standards shall require design waiver relief and not variance relief from the appropriate Board.*

§220-XX.1 “Generational Housing 1 District”

The following regulations shall apply to all development within the GH-1 district: (MDG/Bathgate)

A. *Purpose:*

The Generational Housing – 1 District is provided in accordance with the terms of the settlement agreement between the Township of Marlboro and Marlboro Development Group, and an order of the Superior Court in the matter of in Re: In the Matter of the Application of the Township of Marlboro for a Declaratory Judgement, Docket No. MON-L-2121-15, and with the terms of in Re: Marlboro Development Group v. Township of Marlboro, et al. Docket No. MON-L-3826-15.

B. *Permitted principal uses*

- 1) *Attached single-family dwellings (townhouses) for market rate units*
- 2) *Multi-family dwellings containing affordable housing units*
- 3) *Commercial uses, as set forth below and detailed in Exhibit C to the above referenced settlement agreement.*
 - a) *Retail sales and services, including convenience stores*
 - b) *Personal service establishments*
 - c) *Business and professional offices*
 - d) *Medical and dental offices*
 - e) *Restaurants, including fast food*
 - f) *Banks and financial service institutions*

- g) Entertainment uses such as billiard hall or music venue*
- 4) Mixed-use buildings of any combination of the above listed permitted uses. In any mixed use building, no residential uses shall be permitted on the ground floor.*

C. Accessory uses

- 1) Signs*
- 2) Fences*
- 3) Structural retaining walls*
- 4) Off-street parking*
- 5) Drive-thru window service in connection with a permitted commercial use*
- 6) Patios, decks, terraces, porches, or balconies*
- 7) Solar panels*
- 8) Residential amenity spaces including clubhouses, swimming pools, playgrounds, picnic areas, and gathering spaces*
- 9) Dog runs*
- 10) Public and/or private utilities*
- 11) Temporary construction and sales trailers*
- 12) Management or leasing offices associated with the development*
- 13) Any use which is customarily incidental and subordinate to the principal use of the property*

D. Conditional uses

- 1) Public utilities*

E. Area, yard, and building requirements

- 1) The maximum permitted residential density shall be 105 total dwelling units within the district. Of the maximum of 105 total dwelling units within the district no more than 20 dwellings may be multi-family dwellings.*
- 2) The minimum tract area for market-rate townhouse development shall be 10 acres.*
- 3) The minimum tract area for stand-alone commercial development shall be 25,000 square feet.*
- 4) The minimum tract area for any multi-family development or mixed use development shall be 20,000 square feet.*
- 5) All non-residential uses, whether in a stand-alone building or in a mixed use building, shall be located within 275 feet of the Route 79 right-of-way.*
- 6) A minimum of 8,000 square feet (gross floor area) of commercial space shall be provided within the district.*
- 7) An additional 8,000 square feet (gross floor area) of commercial space shall be permitted, up to a maximum total of 16,000 square feet (gross floor area) of commercial space within the district.*

- 8) *All portions of a tract dedicated to market-rate townhouse construction shall be located a minimum of 200 feet from the Route 79 right-of-way.*
- 9) *Attached single family dwellings (townhouses):*
 - a) *Maximum building height – 3.5 stories / 40 feet*
 - b) *Maximum number of dwelling units per building – 6 units*
 - c) *Townhouse building setbacks:*
 - [1] *Side to side – 20 feet*
 - [2] *Side to front/back – 30 feet*
 - [3] *Back to back – 45 feet*
 - [4] *From property boundary – 15 feet*
 - [5] *From internal road or drive aisle – 15 feet*
- 10) *Multi-family dwellings and mixed use buildings:*
 - a) *Maximum building height – 3.5 stories / 40 feet*
 - b) *Building setbacks:*
 - [1] *From Route 79 – 25 feet*
 - [2] *From Stevenson Drive – 25 feet*
 - [3] *From all other boundaries – 8 feet*
 - [4] *From internal roads or drive aisle – 5 feet*
 - [5] *From other buildings – 25 feet*
- 11) *Commercial buildings:*
 - a) *Maximum building height – 3.5 stories / 40 feet*
 - b) *Building setbacks:*
 - [1] *From internal roads or drive aisle – 2 feet*
 - [2] *From Route 79 – 60 feet*
 - [3] *From all other property boundaries – 2 feet*
 - [4] *From drive-thru aisle – 0 feet*
- 12) *Accessory structures:*
 - a) *Maximum building height – 15 feet*
 - b) *Setbacks:*
 - [1] *Side yard – 3 feet*
 - [2] *Rear yard – 5 feet*
 - c) *Facilities for solid waste or recycling storage shall not require any setbacks from any parking area.*
- 13) *Parking area setbacks:*
 - a) *10 feet from any adjacent property line*
 - b) *0 feet from any internal subdivision line*
 - c) *0 feet from a commercial building*
 - d) *5 feet from a multi-family or mixed use building*
 - e) *10 feet from an attached single-family (townhouse) dwelling*
 - f) *0 feet from any internal drive aisle*

F. Circulation requirements:

- 1) One site access driveway shall be provided from Route 79, which may be shared by all uses on the site.*
- 2) One site access driveway shall be provided from Schanck Road which shall provide access only for townhouse residential uses.*
- 3) A maximum of two access driveways may be provided on Stevenson Drive.*
- 4) Off-street parking for any non-residential use shall be provided at a ratio of 1 space per 250 square feet of leasable floor area.*
- 5) No designated loading space shall be required for any non-residential use within a building of less than 12,000 square feet in leasable area.*

G. Signage requirements:

- 1) In connection with commercial uses, one externally or internally illuminated pylon project identification sign, with a maximum height of 25 feet and a maximum sign area of 170 square feet per side, and a minimum setback of 10 feet from Route 79, shall be permitted.*
- 2) Within any commercial use, wall signage, or tenant signs shall be permitted for each tenant space. The total amount of signage shall not exceed 10 percent of the total façade area of the side of the building facing the public street. Wall mounted signage may be internally or externally illuminated.*
- 3) Signage in connection with a drive-thru use may be permitted to have a maximum height of 9 feet, and a maximum sign area of 30 square feet. Drive-thru menu signage may be digital LED or static, and may be internally or externally illuminated. No more than two drive-thru signs shall be permitted.*
- 4) Any structure housing affordable housing units shall be permitted one externally illuminated project sign with a maximum height of 6 feet, a maximum sign area of 50 square feet, and a minimum setback of 10 feet from Route 79.*
- 5) For any residential townhouse development, externally illuminated project identification signs at both sides of a site access drive, with a maximum height of 10 feet, a maximum sign width of 20 feet, a maximum sign area of 50 square feet, and a minimum setback of 10 feet from any street or right-of-way, shall be permitted.*
- 6) Masonry and supporting members for any project identification sign shall not be included in the calculation of signage area.*
- 7) Directional or way-finding signage shall be permitted as necessary to guide vehicles or pedestrians safely through any development. Directional or way-finding signage shall have a maximum height of 7 feet, and a maximum sign area of 5 square feet.*
- 8) Temporary advertising signs for residential development shall be permitted. Ground signs shall have a maximum height of 8 feet, and a*

maximum sign area of 25 square feet. Flag signs shall have a maximum height of 22 feet, and a maximum sign area of 60 square feet. Banner signs shall not exceed the width of the temporary construction fencing.

- 9) *Any other signage permitted by §220-99 not specifically regulated in this section of the ordinance, shall be permitted in this district in accordance with those regulations.*

H. Other provisions:

- 1) *A minimum of 18.5 percent of the total number of dwelling units, or twenty (20) units if the site is developed at the maximum permitted density of 105 dwelling units, must be set aside as non-age restricted affordable rental units. Any calculation that results in a fraction of a unit, shall be rounded up to the nearest whole number as the required number of affordable dwelling units to be provided.*
- 2) *A landscaped buffer with a minimum width of 20 feet shall be provided around all tract boundaries where the property abuts a residential use or zone. No buffer shall be required for any internal subdivision lines within the district.*
- 3) *Off-street parking and circulation facilities may encroach into a required landscaped buffer area, provided that the encroachment does not exceed more than 5 percent of the total area of the buffer, and that in no case is the buffer width reduced to less than 5 feet.*
- 4) *The residential components of any development project may incorporate a gated entrance for security purposes.*
- 5) *Belgium block curbing or straight curbs shall be permitted in residential developments.*
- 6) *The market rate townhouse units may be developed as zero lot line subdivision without additional setback requirements in fee simple ownership or in the condominium form of ownership.*

§220-XX.2 “Generational Housing 2 District”

The following regulations shall apply to all development within the GH-2 district: (EL at Marlboro/Marlboro Parke)

A. Purpose

The Generational Housing – 2 District is provided in accordance with the terms of an order of the Superior Court in the matter of in Re: In the Matter of the Application of the Township of Marlboro for a Declaratory Judgement, Docket No. MON-L-2121-15, and with the terms of in Re: El at Marlboro 79 LLC v Township of Marlboro and the Planning Board of Marlboro. Docket No. MON-L-2974-15.

B. Permitted principal uses

- 1) *Attached single-family dwellings (townhouses)*
- 2) *Multi-family dwellings*

C. Accessory uses

- 1) *Signs*
- 2) *Fences*
- 3) *Structural retaining walls*
- 4) *Off-street parking*
- 5) *Patios, decks, terraces, porches, or balconies*
- 6) *Maintenance garage building*
- 7) *Solar panels*
- 8) *Residential amenity spaces including clubhouses, swimming pools, playgrounds, picnic areas, and gathering spaces*
- 9) *Dog runs*
- 10) *Public and/or private utilities*
- 11) *Temporary construction and sales trailers*
- 12) *Management and leasing offices associated with the development*
- 13) *Any use which is customarily incidental and subordinate to the principal use of the property*

D. Conditional uses

- 1) *Public utilities*

E. Area, yard, and building requirements

- 1) *The maximum permitted residential density shall be 280 total dwelling units within the district.*
- 2) *The minimum tract area for development shall be 25 acres.*
- 3) *The maximum impervious coverage for the entire tract shall be 65 percent*
- 4) *The maximum building coverage for the entire tract shall be 35 percent*
- 5) *The minimum distance between buildings shall be 20 feet*
- 6) *Overall tract building setbacks:*
 - a) *Front yard – 50 feet*
 - b) *Side yard – 40 feet*
 - c) *Rear yard – 50 feet*
- 7) *Overall building setbacks:*
 - a) *Front to front – 60 feet*
 - b) *Front to side – 40 feet*
 - c) *Side to side – 20 feet*
 - d) *Rear to rear – 50 feet*
 - e) *To any internal roadway or parking – 10 feet*
- 8) *Attached single family dwellings (townhouses):*
 - a) *Minimum lot area – 2,000 square feet*

- b) *Minimum lot width – 22 feet*
- c) *Minimum lot depth – 100 feet*
- d) *Maximum building height – 3 stories / 40 feet*
- e) *Maximum number of dwellings per building – 8 units*
- f) *Townhouse building setbacks:*
 - [1] *Front yard – 20 feet*
 - [2] *Side yard (exterior wall) – 10 feet*
 - [3] *Side yard (interior wall) – 0 feet*
 - [4] *Rear yard – 15 feet*
- g) *Maximum building coverage – 65 percent*
- h) *Maximum lot coverage – 90 percent*
- 9) *Multi-family dwellings:*
 - a) *Maximum building height – 3 stories / 45 feet*
- 10) *Accessory structures:*
 - a) *Maximum building height – 15 feet*
 - b) *Setbacks:*
 - [1] *Side yard – 3 feet*
 - [2] *Rear yard – 5 feet*
 - [3] *Tract boundary – 25 feet*

F. Circulation requirements:

- 1) *A boulevard street entry from Route 79 shall serve as the primary entrance driveway to any development.*
- 2) *A bikeway with a minimum width of 6.5 feet may be provided along the frontage of Route 79, and may be permitted to encroach within any front yard setback requirement.*
- 3) *All parking areas shall be setback a minimum of 25 feet from any tract boundary.*
- 4) *A sidewalk with a minimum width of 4 feet shall be provided on at least one side of every street.*

G. Signage requirements:

- 1) *A maximum of two monument signs shall be permitted at the entrance to a development along Route 79.*
 - a) *Monument signs shall be permitted to have a maximum height of 8 feet.*
 - b) *Monument signs shall be permitted to have a maximum sign area of 100 square feet.*
 - c) *Monument signs shall be setback a minimum of 10 feet from the Route 79 right-of-way, and shall not interfere with any required sight distances.*
 - d) *The structure of any monument sign shall be primarily composed of stone or brick.*

- 2) *One temporary non-illuminated, double sided advertising sign shall be permitted.*
 - a) *An advertising sign shall have a maximum height of 8 feet.*
 - b) *An advertising sign shall have a maximum sign area of 32 square feet.*

H. Other provisions

- 1) *A minimum of 20 percent of the total number of dwelling units, or fifty-six (56) dwelling units, whichever is greater, must be non-age restricted affordable rental units. Any calculation that results in a fraction of a unit, shall be rounded up to the nearest whole number as the required number of affordable dwelling units to be provided.*
- 2) *A landscaped buffer with a minimum width of 25 feet shall be provided around all tract boundaries.*
- 3) *A minimum of 20% of the total tract area shall be set aside as conservation, recreation, or open space.*
- 4) *No more than half of the required open space or recreation set aside area shall be within wetlands, wetlands buffer areas, or 100-year floodplain areas, as determined by the most recent FEMA flood insurance rate maps.*
- 5) *Open space and recreation, both active and passive, may be satisfied by any walking paths throughout the community, all green lawn or landscaped areas outside of the building footprints, a tot lot, an outdoor pool, or a clubhouse.*
- 6) *Outdoor storage sheds for residential use shall be prohibited.*
- 7) *There shall be no bedroom limitations or requirements for any market-rate townhouse dwelling units.*

§220-XX.3 “Generational Housing 3 District”

The following regulations shall apply to all development within the GH-3 district: (Weitz/Pallu)

A. Purpose

The Generational Housing – 3 District is provided in accordance with the terms of an order of the Superior Court in the matter of in Re: In the Matter of the Application of the Township of Marlboro for a Declaratory Judgement, Docket No. MON-L-2121-15, and with the terms of in Re: Ashbel Associates, LLC, et al. v. Township of Marlboro, et al. Docket No. MON-L-3069-15. In accordance with the court matters identified above, certain properties located at Block 267, Lots 36 and 37, and Block 299, Lot 33, are to be donated to the Township for the purposes of open space or other municipal non-housing use, in association with the development of any property located within the Generational Housing – 3 District. Those properties are being rezoned to the newly created Recreation and

Open Space District as a part of this ordinance. In addition, three separate parcels which were party to this same court matters, known as Block 146 Lot 21, Block 146 Lot 23, and Block 207 Lot 5, are not to be rezoned, and have specifically been excluded from consideration from any zoning actions described in this ordinance.

B. Permitted principal uses

- 1) Multi-family dwellings*

C. Accessory uses

- 1) Signs*
- 2) Fences*
- 3) Structural retaining walls*
- 4) Off-street parking*
- 5) Patios, decks, terraces, porches, or balconies*
- 6) Solar panels*
- 7) Residential amenity spaces including clubhouses, swimming pools, playgrounds, picnic areas, and gathering spaces*
- 8) Dog runs*
- 9) Public and/or private utilities*
- 10) Temporary construction and sales trailers*
- 11) Management or leasing offices associated with the development*
- 12) Any use which is customarily incidental and subordinate to the principal use of the property.*

D. Conditional uses

- 1) Public utilities*

E. Area, yard, and building requirements

- 1) The maximum permitted residential density shall be a total of 387 residential dwelling units within the district.*
- 2) The minimum tract area for development shall be 10 acres.*
- 3) The maximum impervious coverage for the entire tract shall be 65 percent*
- 4) The maximum building coverage for the entire tract shall be 25 percent*
- 5) Overall tract building setbacks:*
 - a) Texas Road – 130 feet*
 - b) Wooleytown Road – 75 feet*
 - c) Side yard – 50 feet*
 - d) Rear yard – 50 feet*
 - e) Building to roadway – 15 feet*
- 6) Multi-family dwellings:*
 - a) Maximum number of dwelling units per building – 30 units*
 - b) Maximum building length – 220 feet*

- c) *Maximum building depth – 80 feet*
- d) *Maximum building height – 3 stories / 45 feet*
- e) *Minimum building separation*
 - [1] *Front to front – 60 feet*
 - [2] *Side to side – 40 feet*
 - [3] *Rear to rear – 50 feet*
 - [4] *Front to side/rear – 40 feet*
 - [5] *Deviations of up to 5 feet from any of these minimum building separation requirements may be permitted as de minimis.*

7) *Accessory structures:*

- a) *Maximum building height – 15 feet*
- b) *Setbacks:*
 - [1] *Side yard – 3 feet*
 - [2] *Rear yard – 5 feet*

F. *Circulation requirements:*

- 1) *A maximum of two (2) access driveways shall be permitted on Texas Road.*
- 2) *A maximum of one (1) access driveway shall be permitted on Wooleytown Road.*
- 3) *Parking setbacks:*
 - a) *Texas Road – 50 feet*
 - b) *Wooleytown Road – 20 feet*
 - c) *Buildings – 10 feet*

G. *Signage requirements:*

- 1) *A maximum of one entrance sign shall be permitted per access driveway.*
 - a) *Any entrance sign shall be a monument sign composed of a stone base.*
 - b) *The maximum permitted height of an entrance sign shall be 8 feet, on top of a stone base with a maximum height of 2 feet, for a maximum permitted total height of 10 feet.*
 - c) *The maximum permitted width of an entrance sign shall be 8 feet.*
 - d) *The maximum permitted width of a stone base shall be 10 feet.*
 - e) *The maximum permitted sign area of an entrance sign shall be 40 square feet, exclusive of any stone base or other structural supports.*
 - f) *Any entrance sign shall be setback a minimum of 15 feet from a street right-of-way.*
 - g) *Any entrance sign shall be setback a minimum of 8 feet from any internal road or driveway.*
 - h) *Entrance signs shall be permitted to be internally or externally illuminated.*

- 2) *A maximum of two building identification wall signs shall be permitted per building.*
 - a) *Building identification wall signs shall not exceed the height of the eave of the roof.*
 - b) *Building identification wall signs shall have a maximum permitted sign area of 6 square feet each.*
 - c) *Building identification wall signs shall be permitted to project from the face of the wall a maximum distance of 6 inches.*
- 3) *Directional signage shall be permitted as necessary for safe and efficient circulation on the site.*
 - a) *Directional signage shall have a maximum sign height of 4 feet.*
 - b) *Directional signage shall have a maximum sign area of 15 square feet per side.*
 - c) *Directional signage shall be setback a minimum of 4 feet from any street or driveway.*

H. Other provisions

- 1) *A minimum of 20 percent of the total number of dwelling units, or seventy-eight (78) dwelling units, whichever is greater, must be non-age restricted affordable rental units. Any calculation which results in a fraction of a unit, shall be rounded up to the nearest whole number as the required number of affordable dwelling units to be provided.*
- 2) *A landscaped buffer with a minimum width of 20 feet shall be provided along all tract boundaries.*
- 3) *The provisions of §220-43.G Tennis and Sports Courts, shall not apply unless such proposed uses are located within the tract boundaries.*
- 4) *Pools and other recreation features shall be permitted with a minimum setback of 20 feet from any residential dwelling, clubhouse, structure, or any other pool.*
- 5) *Drainage, utilities, driveways, and recreation facilities may be permitted to encroach within a required buffer area.*

§220-XX.4 “Generational Housing 4 District”

The following regulations shall apply to all development within the GH-4 district: (Weitz/Ashbel)

A. Purpose

The Generational Housing – 4 District is provided in accordance with the terms of an order of the Superior Court in the matter of in Re: In the Matter of the Application of the Township of Marlboro for a Declaratory Judgement, Docket No. MON-L-2121-15, and with the terms of in Re: Ashbel Associates, LLC, et al. v. Township of Marlboro, et al. Docket No. MON-L-3069-15. In accordance with

the court matters identified above,, certain properties located at Block 267, Lots 36 and 37, and Block 299, Lot 33, are to be donated to the Township for the purposes of open space or other municipal non-housing use, in association with the development of any property located within the Generational Housing – 3 District. Those properties are being rezoned to the newly created Recreation and Open Space District as a part of this ordinance. In addition, three separate parcels which were party to this same court matters, known as Block 146 Lot 21, Block 146 Lot 23, and Block 207 Lot 5, are not to be rezoned, and have specifically been excluded from consideration from any zoning actions described in this ordinance.

B. Permitted principal uses

- 1) Multi-family dwellings*

C. Accessory uses

- 1) Signs*
- 2) Fences*
- 3) Structural retaining walls*
- 4) Off-street parking*
- 5) Patios, decks, terraces, porches, or balconies*
- 6) Solar panels*
- 7) Residential amenity spaces including clubhouses, swimming pools, playgrounds, picnic areas, and gathering spaces*
- 8) Dog runs*
- 9) Public and/or private utilities*
- 10) Temporary construction and sales trailers*
- 11) Management or leasing offices associated with the development*
- 12) Any use which is customarily incidental and subordinate to the principal use of the property.*

D. Conditional uses

- 1) Public utilities*

E. Area, yard, and building requirements

- 1) The maximum permitted residential density shall be a total of 120 residential dwelling units.*
- 2) The minimum tract area for development shall be 10 acres.*
- 3) The minimum tract width shall be 500 feet*
- 4) The minimum tract depth shall be 500 feet*
- 5) The maximum impervious coverage for the entire tract shall be 50 percent*
- 6) The maximum building coverage for the entire tract shall be 25 percent*
- 7) Overall tract building setbacks:*
 - a) Texas Road – 75 feet*

- b) *Side yard – 50 feet*
- c) *Rear yard – 50 feet*
- d) *Building to roadway – 15 feet*
- 8) *Multi-family dwellings:*
 - a) *Maximum number of dwelling units per building – 30 units*
 - b) *Maximum building height – 3 stories / 45 feet*
 - c) *Maximum building length – 220 feet*
 - d) *Maximum building depth – 80 feet*
 - e) *Minimum building separation*
 - [1] *Front to front – 60 feet*
 - [2] *Side to side – 40 feet*
 - [3] *Rear to rear – 50 feet*
 - [4] *Front to side/rear – 40 feet*
 - [5] *Building to roadway – 15 feet*
 - [6] *Deviations of up to 5 feet from any of these minimum building separation requirements may be permitted as de minimis.*
- 9) *Accessory structures:*
 - a) *Maximum building height – 15 feet*
 - b) *Setbacks:*
 - [1] *Side yard – 3 feet*
 - [2] *Rear yard – 5 feet*

F. Circulation requirements:

- 1) *A maximum of two (2) access driveways shall be permitted on Texas Road.*
- 2) *Parking setbacks:*
 - a) *Texas Road – 40 feet*
 - b) *Buildings – 10 feet*

G. Signage requirements:

- 1) *A maximum of one entrance sign shall be permitted per access driveway.*
 - a) *Any entrance sign shall be a monument sign composed of a stone base.*
 - b) *The maximum permitted height of an entrance sign shall be 8 feet, on top of a stone base with a maximum height of 2 feet, for a maximum permitted total height of 10 feet.*
 - c) *The maximum permitted width of an entrance sign shall be 8 feet.*
 - d) *The maximum permitted width of a stone base shall be 10 feet.*
 - e) *The maximum permitted sign area of an entrance sign shall be 40 square feet, exclusive of any stone base or other structural supports.*
 - f) *Any entrance sign shall be setback a minimum of 15 feet from a street right-of-way.*

- g) *Any entrance sign shall be setback a minimum of 8 feet from any internal road or driveway.*
- h) *Entrance signs shall be permitted to be internally or externally illuminated.*
- 2) *A maximum of two building identification wall signs shall be permitted per building.*
 - a) *Building identification wall signs shall not exceed the height of the eave of the roof.*
 - b) *Building identification wall signs shall have a maximum permitted sign area of 6 square feet each.*
 - c) *Building identification wall signs shall be permitted to project from the face of the wall a maximum distance of 6 inches.*
- 3) *Directional signage shall be permitted as necessary for safe and efficient circulation on the site.*
 - a) *Directional signage shall have a maximum sign height of 4 feet.*
 - b) *Directional signage shall have a maximum sign area of 15 square feet per side.*
 - c) *Directional signage shall be setback a minimum of 4 feet from any street or driveway.*

H. Other provisions

- 1) *A minimum of 20 percent of the total number of dwelling units, or twenty-four (24) dwelling units, whichever is greater, must be non-age restricted affordable rental units. Any calculation which results in a fraction of a unit, shall be rounded up to the nearest whole number as the required number of affordable dwelling units to be provided.*
- 2) *A landscaped buffer with a minimum width of 20 feet shall be provided along all tract boundaries.*
- 3) *Drainage, utilities, driveways, and recreation facilities may be permitted to encroach within a required buffer area.*

§220-XX.5 “Generational Housing 5 District”

The following regulations shall apply to all development within the GH-5 district: (M&M)

A. Purpose

The Generational Housing – 5 District is provided in accordance with the terms of an order of the Superior Court in the matter of in Re: In the Matter of the Application of the Township of Marlboro for a Declaratory Judgement, Docket No. MON-L-2121-15.

B. Permitted principal uses

- 1) *Attached single-family dwellings*
- 2) *Multi-family dwellings*

C. Accessory uses

- 1) *Signs*
- 2) *Fences*
- 3) *Structural retaining walls*
- 4) *Off-street parking*
- 5) *Patios, decks, terraces, porches, or balconies*
- 6) *Solar panels*
- 7) *Residential amenity spaces including clubhouses, swimming pools, playgrounds, picnic areas, and gathering spaces*
- 8) *Public and/or private utilities*
- 9) *Temporary construction and sales trailers*
- 10) *Management or leasing offices associated with the development*
- 11) *Any use which is customarily incidental and subordinate to the principal use of the property.*

D. Conditional uses

- 1) *Public utilities*

E. Area, yard, and building requirements

- 1) *The maximum permitted residential density shall be a total of 200 residential dwelling units.*
- 2) *The minimum tract area for development shall be 10 acres.*
- 3) *The maximum impervious coverage for the entire tract shall be 50 percent*
- 4) *The maximum building coverage for the entire tract shall be 25 percent*
- 5) *Overall tract building setbacks:*
 - a) *Route 79 – 75 feet*
 - b) *Side yard – 50 feet*
 - c) *Rear yard – 50 feet*
- 6) *Overall building setbacks:*
 - a) *Front to front – 60 feet*
 - b) *Front to side – 40 feet*
 - c) *Side to side – 25 feet*
 - d) *Rear to rear – 50 feet*
 - e) *To any internal roadway or parking – 10 feet*
- 7) *Attached single-family dwellings (townhouses):*
 - a) *Minimum lot area – 2,000 square feet*
 - b) *Minimum lot width – 20 feet*
 - c) *Minimum lot depth – 100 feet*
 - d) *Maximum building height – 3.5 stories / 40 feet*
 - e) *Maximum number of dwellings per building – 6 units*

- f) *Townhouse building setbacks:*
 - [1] *Front yard – 20 feet*
 - [2] *Side yard (exterior wall) – 10 feet*
 - [3] *Side yard (interior wall) – 0 feet*
 - [4] *Rear yard – 20 feet*
- g) *Maximum building coverage – 60 percent*
- h) *Maximum lot coverage – 85 percent*
- 8) *Multi-family dwellings:*
 - a) *Maximum building height – 3.5 stories / 45 feet*
 - b) *Minimum building separation*
 - [1] *Front to front – 60 feet*
 - [2] *Side to side – 40 feet*
 - [3] *Rear to rear – 50 feet*
 - [4] *Front to side/rear – 40 feet*
- 9) *Accessory structures:*
 - a) *Maximum building height – 15 feet*
 - b) *Setbacks:*
 - [1] *Side yard – 3 feet*
 - [2] *Rear yard – 5 feet*

F. Circulation requirements:

- 1) *A maximum of one access driveway shall be permitted on Route 79*
- 2) *Parking setbacks:*
 - a) *Route 79 – 50 feet*
 - b) *Buildings – 10 feet (excluding driveways for single-family dwellings)*

G. Other provisions

- 1) *A minimum of 20 percent of the total number of dwelling units, or 40 dwelling units, whichever is greater, must be non-age restricted affordable rental units. Any calculation which results in a fraction of a unit, shall be rounded up to the nearest whole number as the required number of affordable dwelling units to be provided.*
- 2) *A landscaped buffer with a minimum width of 20 feet shall be provided along all tract boundaries.*
- 3) *Drainage, utilities, driveways, and recreation facilities may be permitted to encroach within a required buffer area.*

§220-XX.6 “Generational Housing 6 District”

The following regulations shall apply to all development within the GH-6 district: (Buckdale)

A. *Purpose*

The Generational Housing – 6 District is provided in accordance with the terms of an order of the Superior Court in the matter of in Re: In the Matter of the Application of the Township of Marlboro for a Declaratory Judgement, Docket No. MON-L-2121-15.

B. *Permitted principal uses*

- 1) *Detached single-family dwellings*
- 2) *Attached single-family dwellings (townhouses)*

C. *Accessory uses*

- 1) *Signs*
- 2) *Fences*
- 3) *Structural retaining walls*
- 4) *Off-street parking*
- 5) *Patios, decks, terraces, porches, or balconies*
- 6) *Solar panels*
- 7) *Residential amenity spaces including clubhouses, swimming pools, playgrounds, picnic areas, and gathering spaces*
- 8) *Public and/or private utilities*
- 9) *Temporary construction and sales trailers*
- 10) *Management or leasing offices associated with the development*
- 11) *Any use which is customarily incidental and subordinate to the principal use of the property.*

D. *Conditional uses*

- 1) *Public utilities*

E. *Area, yard, and building requirements*

- 1) *The maximum permitted residential density shall be a total of 45 residential dwelling units.*
- 2) *The minimum tract area for development shall be 10 acres.*
- 3) *The maximum impervious coverage for the entire tract shall be 60 percent*
- 4) *The maximum building coverage for the entire tract shall be 32 percent*
- 5) *Overall tract building setbacks:*
 - a) *Buckley Road – 50 feet*
 - b) *Route 79 – 100 feet*
 - c) *Side yard – 50 feet*
 - d) *Rear yard – 50 feet*
- 6) *Detached single-family dwellings:*
 - a) *Minimum lot area – 4,000 square feet*
 - b) *Minimum average unit width – 30 feet*
 - c) *Maximum building height – 3 stories / 35 feet*

- d) *Minimum detached single-family building setbacks:*
 - [1] *Front yard – 25 feet*
 - [2] *Side yard (one side) – 0 feet*
 - [3] *Side yard (combined) – 10 feet*
 - [4] *Rear yard – 25 feet*
- e) *Maximum building coverage – 60 percent*
- f) *Maximum lot coverage – 85 percent*
- 7) *Attached single-family dwellings (townhouses):*
 - a) *Minimum lot area – 2,000 square feet*
 - b) *Minimum lot width – 20 feet*
 - c) *Minimum lot depth – 100 feet*
 - d) *Maximum building height – 3 stories / 35 feet*
 - e) *Maximum number of dwellings per building – 6 units*
 - f) *Minimum townhouse building setbacks:*
 - [1] *Front yard – 20 feet*
 - [2] *Side yard (exterior wall) – 10 feet*
 - [3] *Side yard (interior wall) – 0 feet*
 - [4] *Rear yard – 20 feet*
 - [5] *Distance between buildings – 25 feet*
- 8) *Accessory structures:*
 - a) *Maximum building height – 15 feet*
 - b) *Setbacks:*
 - [1] *Side yard – 3 feet*
 - [2] *Rear yard – 5 feet*

F. Other provisions

- 1) *A minimum of 20 percent of the total number of dwelling units, or 9 dwelling units, whichever is greater, must be non-age restricted affordable rental units. Any calculation which results in a fraction of a unit, shall be rounded up to the nearest whole number as the required number of affordable dwelling units to be provided.*
- 2) *All new construction of affordable dwelling units shall incorporate an even split between low and moderate income units. In the event that an even split results in a fraction of a dwelling unit, the additional dwelling unit shall be permitted to be a moderate income unit within the GH-6 district.*
- 3) *No recreation space or amenities shall be required within the GH-6 district.*
- 4) *The maximum permitted size of any deck or patio shall be 10 feet in width by 10 feet in depth.*

§220-XX.7 “Generational Housing 7 District”

*The following regulations shall apply to all development within the GH-7 district:
(Wildflower)*

A. Purpose

The Generational Housing – 7 District is provided in accordance with the terms of an order of the Superior Court in the matter of in Re: In the Matter of the Application of the Township of Marlboro for a Declaratory Judgement, Docket No. MON-L-2121-15.

B. Permitted principal uses

- 1) Detached single-family dwellings*
- 2) Attached single-family dwellings (townhouses)*
- 3) Multi-family dwellings*

C. Accessory uses

- 1) Signs*
- 2) Fences*
- 3) Structural retaining walls*
- 4) Off-street parking*
- 5) Patios, decks, terraces, porches, or balconies*
- 6) Solar panels*
- 7) Residential amenity spaces including clubhouses, swimming pools, playgrounds, picnic areas, and gathering spaces*
- 8) Public and/or private utilities*
- 9) Temporary construction and sales trailers*
- 10) Management or leasing offices associated with the development*
- 11) Any use which is customarily incidental and subordinate to the principal use of the property.*

D. Conditional uses

- 1) Public utilities*

E. Area, yard, and building requirements

- 1) The maximum permitted residential density shall be a total of 258 residential dwelling units within the district.*
- 2) The minimum tract area for development shall be 2 acres.*
- 3) Detached single-family dwellings:*
 - a) Minimum lot area – 6,000 square feet*
 - b) Minimum lot width – 40 feet*
 - c) Minimum lot depth – 90 feet*
 - d) Maximum building height – 3 stories / 35 feet*
 - e) Minimum detached single-family building setbacks:*

- [1] *Front yard – 20 feet*
- [2] *Side yard (one side) – 5 feet*
- [3] *Side yard (combined) – 15 feet*
- [4] *Rear yard – 20 feet*
- f) *Maximum building coverage – 60 percent*
- g) *Maximum lot coverage – 50 percent*
- 4) *Attached single-family dwellings (townhouses):*
 - a) *Minimum lot area – 2,000 square feet*
 - b) *Minimum lot width – 20 feet*
 - c) *Minimum lot depth – 100 feet*
 - d) *Maximum building height – 3 stories / 35 feet*
 - e) *Maximum number of dwellings per building – 6 units*
 - f) *Minimum townhouse building setbacks:*
 - [1] *Front yard – 10 feet*
 - [2] *Side yard (exterior wall) – 10 feet*
 - [3] *Side yard (interior wall) – 0 feet*
 - [4] *Rear yard – 20 feet*
 - [5] *Distance between buildings – 20 feet*
- 5) *Multi-family dwellings:*
 - a) *Minimum lot area – 2 acres*
 - b) *Minimum lot width – 125 feet*
 - c) *Minimum lot depth – 125 feet*
 - d) *Maximum building height – 4 stories / 50 feet*
 - e) *Minimum building setbacks:*
 - [1] *Front yard – 10 feet*
 - [2] *Side yard – 10 feet*
 - [3] *Rear yard – 10 feet*
 - [4] *Distance between buildings – 20 feet*
 - f) *Maximum lot coverage – 80 percent*
- 6) *Accessory structures:*
 - a) *Maximum building height – 15 feet*
 - b) *Setbacks:*
 - [1] *Side yard – 3 feet*
 - [2] *Rear yard – 5 feet*

F. Other provisions

- 1) *One hundred percent (100%) of all residential dwelling units constructed within the Generational Housing 7 district shall be affordable dwelling units other than up to two superintendent's units, as the superintendent's units are not required to be deed restricted as affordable housing units.*
- 2) *All new construction of affordable dwelling units shall incorporate an even split between low- and moderate-income units. In the event that an even split results in a fraction of a dwelling unit, the additional dwelling*

unit shall be permitted to be a low-income unit within the GH-7 district. Thirteen (13) percent of all affordable dwelling units shall be very low-income units as defined in the Fair Housing Act. The bedroom distribution shall be as required by N.J.A.C. 5:80-26.3 and the very low-income, low-income, and moderate-income units shall be proportionally distributed within each bedroom category.

- 3) *No recreation space or amenities shall be required within the GH-7 district.*
- 4) *A landscaped buffer with a minimum width of 15 feet shall be provided along all tract boundaries.*

§220-XX.8 “Generational Housing 8 Overlay District”

The following regulations shall be applicable to all property within the GH-8 district (Motor Lodge) as an overlay district.

A. Purpose

The Generational Housing – 8 District is provided in accordance with the terms of an order of the Superior Court in the matter of in Re: In the Matter of the Application of the Township of Marlboro for a Declaratory Judgement, Docket No. MON-L-2121-15. The regulations found within this ordinance shall serve as an overlay to the underlying zoning. Development may be permitted under either these overlay district standards, or the underlying zoning. There shall be no mixing of overlay or underlying standards for any development.

B. Permitted principal uses

- 1) *Detached single-family dwellings*
- 2) *Attached single-family dwellings (townhouses)*
- 3) *Multi-family dwellings*

C. Accessory uses

- 1) *Signs*
- 2) *Fences*
- 3) *Structural retaining walls*
- 4) *Off-street parking*
- 5) *Patios, decks, terraces, porches, or balconies*
- 6) *Solar panels*
- 7) *Residential amenity spaces including clubhouses, swimming pools, playgrounds, picnic areas, and gathering spaces*
- 8) *Public and/or private utilities*
- 9) *Temporary construction and sales trailers*
- 10) *Management or leasing offices associated with the development*

11) Any use which is customarily incidental and subordinate to the principal use of the property.

D. Conditional uses

1) *Public utilities*

E. Area, yard, and building requirements

1) *The maximum permitted residential density shall be a total of 92 residential dwelling units.*

2) *The minimum tract area for development shall be 3 acres.*

3) *The maximum impervious coverage for the entire tract shall be 60 percent*

4) *The maximum building coverage for the entire tract shall be 32 percent*

5) *Overall tract building setbacks:*

a) *Route 9 – 30 feet*

b) *Side yard – 30 feet*

c) *Rear yard – 50 feet*

6) *Detached single-family dwellings:*

a) *Minimum lot area – 6,000 square feet*

b) *Minimum lot width – 40 feet*

c) *Minimum lot depth – 90 feet*

d) *Maximum building height – 3 stories / 35 feet*

e) *Minimum detached single-family building setbacks:*

[1] *Front yard – 20 feet*

[2] *Side yard (one side) – 5 feet*

[3] *Side yard (combined) – 15 feet*

[4] *Rear yard – 20 feet*

f) *Maximum building coverage – 60 percent*

g) *Maximum lot coverage – 50 percent*

7) *Attached single-family dwellings (townhouses):*

a) *Minimum lot area – 2,000 square feet*

b) *Minimum lot width – 20 feet*

c) *Minimum lot depth – 100 feet*

d) *Maximum building height – 3 stories / 35 feet*

e) *Maximum number of dwellings per building – 6 units*

f) *Minimum townhouse building setbacks:*

[1] *Front yard – 10 feet*

[2] *Side yard (exterior wall) – 10 feet*

[3] *Side yard (interior wall) – 0 feet*

[4] *Rear yard – 20 feet*

[5] *Distance between buildings – 20 feet*

8) *Multi-family dwellings:*

a) *Minimum lot area – 2 acres*

b) *Minimum lot width – 125 feet*

- c) *Minimum lot depth – 125 feet*
- d) *Maximum building height – 4 stories / 50 feet*
- e) *Minimum building setbacks:*
 - [1] *Front yard – 10 feet*
 - [2] *Side yard – 10 feet*
 - [3] *Rear yard – 10 feet*
 - [4] *Distance between buildings – 20 feet*
- f) *Maximum lot coverage – 80 percent*
- 9) *Accessory structures:*
 - a) *Maximum building height – 15 feet*
 - b) *Setbacks:*
 - [1] *Side yard – 3 feet*
 - [2] *Rear yard – 5 feet*

F. Other provisions

- 1) *One hundred percent (100%) of all residential dwelling units constructed within the Generational Housing 8 overlay district shall be age-restricted affordable rental dwelling units other than one superintendent’s unit, as the superintendent’s unit is not required to be deed restricted as an affordable housing unit.*
- 2) *All new construction of affordable dwelling units shall incorporate an even split between low- and moderate-income units. In the event that an even split results in a fraction of a dwelling unit, the additional dwelling unit shall be permitted to be a low- income unit within the GH-8 district. Thirteen (13) percent of all affordable dwelling units shall be very low-income units as defined in the Fair Housing Act. The bedroom distribution shall be as required by N.J.A.C. 5:80-26.3 and the very low-income, low-income, and moderate-income units shall be proportionally distributed within each bedroom category.*
- 3) *No recreation space or amenities shall be required within the GH-8 district.*
- 4) *A landscaped buffer with a minimum width of 20 feet shall be provided along all tract boundaries.*

BE IT FURTHER ORDAINED, that if any section, paragraph, subsection, clause or provision of this Ordinance shall be adjudged by the Courts to be invalid, such adjudication shall only apply to the section, paragraph, subsection, clause or provision so adjudicated, and the remainder of the Ordinance shall be deemed invalid and effective.

BE IT FURTHER ORDAINED, that any ordinances or parts thereof in conflict with the provisions of this Ordinance are repealed to the extent of such conflict.

November 13, 2019

BE IT FURTHER ORDAINED, that this Ordinance shall take effect upon passage and publication in accordance with applicable law.

BE IT FURTHER ORDAINED, that a certified copy of this Ordinance shall be provided to each of the following:

- a. Township Business Administrator
- b. Township Chief Financial Officer
- c. Township Engineer
- d. Louis Rainone, Esq.

PASSED:

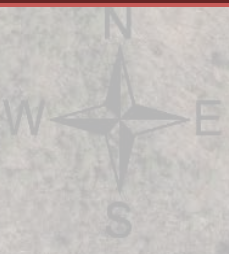
ADOPTED:

TOWNSHIP OF MARLBORO

ALIDA MANCO,
MUNICIPAL CLERK

JONATHAN L. HORNİK,
MAYOR

Appendix E:
Scattered Site Redevelopment Plan



SCATTERED SITE REDEVELOPMENT PLAN

Marlboro Township, Monmouth County, New Jersey

November 14, 2019

Prepared By:



1460 Route 9 South
Howell, New Jersey 07731
(732) 462-7400

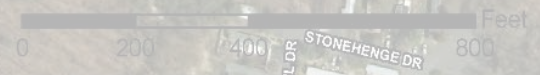


Prepared by:

Peter Van den Kooy, PP, AICP
License No. 5918

Christopher Dochney, PP, AICP
License No. 6225

The original of this document was signed and sealed in accordance with New Jersey State law.



Source: NJDEP, NJGIN, NJ Prom. by Fax, Marlboro Township, NJDOT, ACOE, FEMA, Monmouth County GIS Data

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INTRODUCTION

Purpose of and Statutory Basis for the Redevelopment Plan

Redevelopment is the process of rebuilding a previously developed area of a community that has fallen into a state of disrepair. This can involve the acquisition and demolition of existing structures and facilities if needed to make way for new improvements. Redevelopment planning is the process of determining how the redevelopment of particular properties can best improve a community, and using local government powers to encourage development and growth where it otherwise would be unlikely to happen.

New Jersey laws allow for a municipality to utilize redevelopment as a tool to stimulate economic development and improve conditions on properties that meet certain statutory criteria that qualify them as being “in need of redevelopment.” Redevelopment as a planning instrument offers a number of potential benefits to the Township. Through redevelopment, the Township is allowed more flexibility to negotiate with, and offer financial incentives to, potential developers than is otherwise available through standard land development procedures. Under redevelopment the Township can take a more proactive approach to improving targeted areas. This can be used as a means to stimulate development where it might not occur through market forces and private capital alone. Only upon completion of the Redevelopment Process is the municipality able to exercise all of the powers granted through the Redevelopment statute.

On August 10, 2017, the Township Council of the Township of Marlboro adopted Resolution 2017-272, authorizing and directing the Planning Board to undertake a preliminary investigation to determine if certain properties met any of the statutory criteria to determine that they are “areas in need of redevelopment”. The resolution from the Council expressly noted that the Redevelopment Study was to include the potential for condemnation and ultimately the use of eminent domain. The properties subject to investigation were:

- Block 103, Lot 1
- Block 111, Lots 10, 11, 12, and 13
- Block 146, Lots 28, 30, 31, 32, 33, and 38
- Block 147, Lot 34
- Block 170, Lots 2 and 3
- Block 172, Lot 13 (now known as Lot 13.01)

On October 4, 2018, the Township Council adopted Resolution 2018-293, which directed the Planning Board to include Block 111, Lot 4 within the area to be investigated. These properties collectively will be referred to herein as the “Study Area” and the “Redevelopment Area.”

The Planning Board retained the services of CME Associates to prepare a preliminary investigation to determine if the Study Area is in need of redevelopment. CME completed the Marlboro Scattered Site Area in Need of Redevelopment Study and presented it to the Marlboro Township Planning Board on July 17, 2019 for consideration. The Planning Board accepted the findings of the Study and concluded that each of the properties within the Study Area can be considered in

need of redevelopment due to satisfying the statutory criteria. The Planning Board adopted Resolution PB 1-2019, and subsequently amended Resolution PB 1-2019, to recommend to the Council that the entire Study Area be deemed a Condemnation Area in Need of Redevelopment.

The Marlboro Township Council, at a meeting on September 5, 2019 accepted the findings of the Marlboro Scattered Site Area in Need of Redevelopment Study and the conclusions of the Planning Board of the Township, and by Resolution #2019-281 declared that the Study Area is an Area in Need of Redevelopment pursuant to applicable sections of the Local Redevelopment and Housing Law (N.J.S.A. 40A:12A-1, et seq.). The Council determined that the each of the properties referred to the Planning Board for study shall be designated as a Condemnation Redevelopment Area:

- Block 103, Lot 1
- Block 111, Lots 4, 10, 11, 12, and 13
- Block 146, Lots 28, 30, 31, 32, 33 and 38
- Block 147, Lot 34
- Block 170, Lots 2, and 3
- Block 172, Lot 13.01
- Block 268, Lot 79

This document sets forth the Redevelopment Plan for the Redevelopment Area, including permitted land uses, bulk and area requirements, and design standards for any proposed development within the Redevelopment Area. In accordance with Marlboro Township Council Resolution #2019-281, this plan is a Condemnation Redevelopment Plan for the lots noted above. The use all powers and authority under the redevelopment law, including eminent domain to acquire lands within the Redevelopment Area by the Township, will be permitted for any of the properties within the Study Area as they have been designated as a Condemnation Redevelopment Area. The aforementioned resolutions are each included within Appendix A.



Source: CME Associates

According to the Local Redevelopment and Housing Law, the Redevelopment Plan shall include an outline for the planning, development, redevelopment, or rehabilitation of the project area sufficient to indicate:

1. Its relationship to definitive local objectives as to appropriate land uses, density of population and improved traffic and public transportation, public utilities, recreational, community facilities, and other public improvements;
2. Proposed land uses and building requirements in the project area;
3. Adequate provision for the temporary and permanent relocation, as necessary, of residents in the project area, including an estimate of the extent to which decent safe and

sanitary dwelling units, affordable to displaced residents, will be available to them in the existing local housing market;

4. An identification of any property within the Redevelopment Area proposed to be acquired in accordance with Redevelopment Plan;
5. Any significant relationship of the Redevelopment Plans to:
 - i. The Master Plans of contiguous municipalities;
 - ii. The Master Plan of the County in which the municipality is located, and;
 - iii. The State Development and Redevelopment Plans adopted pursuant to the “State Planning Act”.
6. Additionally, A redevelopment plan may include the provision of affordable housing in accordance with the “Fair Housing Act,” P.L. 1985, c.222 (C.52:27D-301 et al.) and the housing element of the municipal master plan; and
7. The redevelopment plan shall describe its relationship to pertinent municipal development regulations including consistency with the municipal master plan.

This Redevelopment Plan will set forth the bulk standards, permitted uses, design standards, and other requirements within the Redevelopment Area, which shall supersede the existing zoning currently applicable to each of the parcels within the Redevelopment Area.

Plan Overview

The Redevelopment Plan permits multiple types of residential uses including single-family detached dwellings, townhouses, and multi-family dwellings, within the Redevelopment Area. The purpose of this Plan is to encourage the revitalization of the subject properties, promote the implementation of land uses that are compatible with surrounding development and promote generational housing opportunities. This Plan has been prepared in accordance with the terms of an order of the Superior Court in the matter of In Re: In the Matter of the Application of the Township of Marlboro for a Declaratory Judgement, Docket No. MON-L-2121-15 and satisfies all applicable requirements of same as they pertain to this Redevelopment Plan.

This Redevelopment Plan sets forth the zoning requirements including use and bulk standards, and other design standards intended to guide the effective redevelopment of the areas in a manner consistent with the goals and objectives of the Township.

Area Boundaries and Locational Context

The Redevelopment Area is composed of 11 sites which are generally located in the northwestern section of the Township, west of Highway 79 and north of Route 18, as shown on the site location map immediately following this subsection of the Plan. Each of the sites that make up the Redevelopment Area are currently occupied and used as junkyards or auto salvage businesses. Most of the properties are covered by a combination of paved surfaces or gravel drives which are used for the storage of salvaged vehicles. There are very few permanent structures on any of the sites, with most of the 11 sites using temporary trailer buildings as offices for the auto salvage

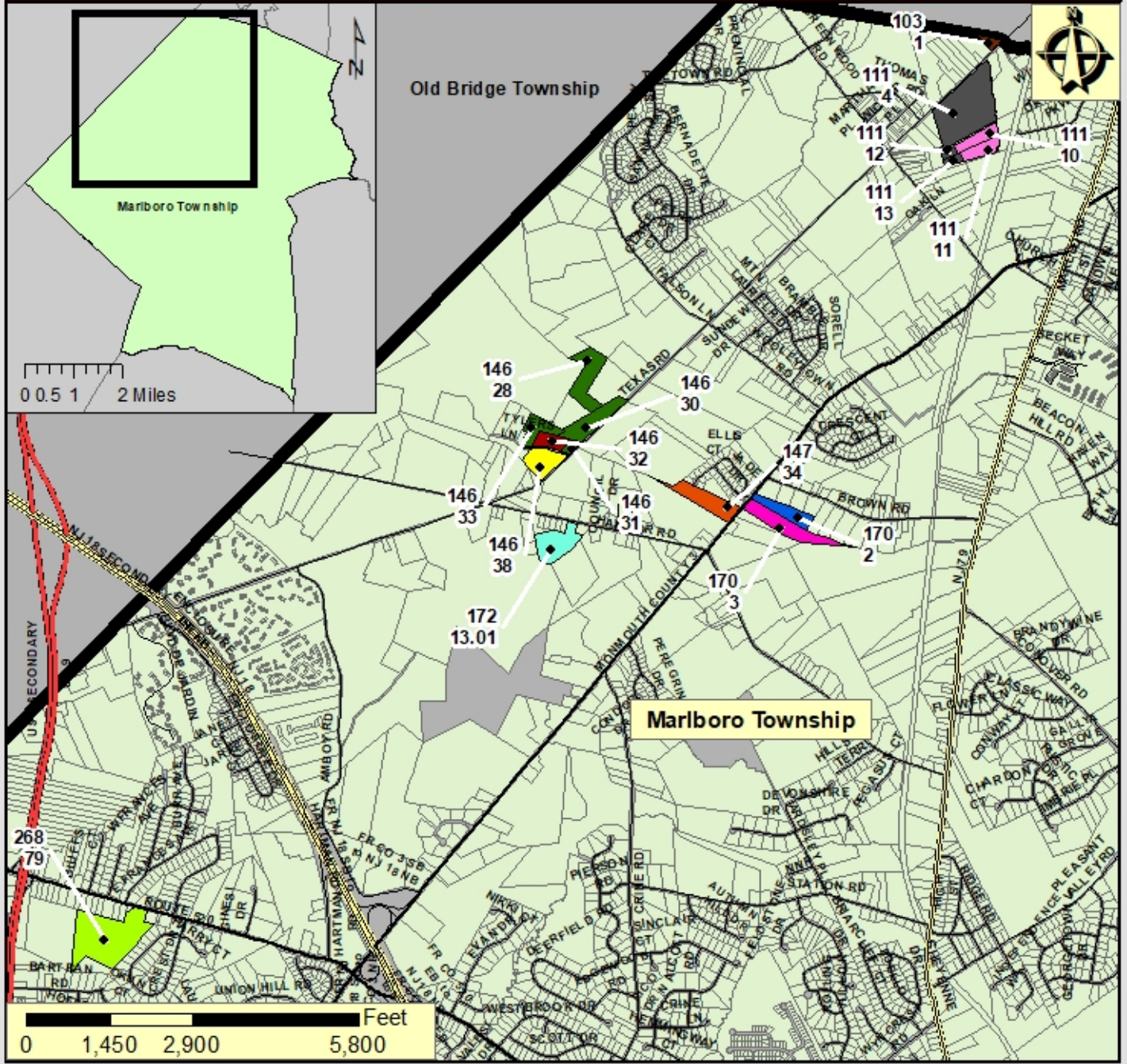
businesses. Several of the properties contain significant wooded areas on their periphery, and may be constrained by the presence of wetlands and floodplains.

A detailed description of the existing conditions of each property is included within the Marlboro Scattered Site Area in Need of Redevelopment Study, presented to the Marlboro Township Planning Board on July 17, 2019. Additional information about the attributes and vision for each property is included in the Redevelopment Tract Vision in a subsequent section of this Plan.



Baron's Auto Salvage
Source: CME Associates

SCATTERED SITE REDEVELOPMENT MARLBORO TOWNSHIP, NJ



REDEVELOPMENT AREA OVERALL MAP

MARLBORO TOWNSHIP
MONMOUTH COUNTY
NEW JERSEY

Legend

- | | | | |
|---|------------------------|---|---------------------------|
|  | Aberdeen Auto Salvage |  | Midway Auto |
|  | Baron's Auto Salvage |  | Morganville Auto Wreckers |
|  | B & B Auto Salvage |  | P & J Auto |
|  | H & H Auto Wreckers |  | Schechter Enterprises |
|  | Insurance Auto Action |  | Tritanium Auto Salvage |
|  | Marlboro Auto Wreckers |  | Marlboro Boundary |



111 BORDENTOWN AVENUE, PARLIN, N.J. 08859
100 ROUTE 9 SOUTH BOWELL, N.J. 07314
319 ROUTE 1 SOUTH SUITE 106 MONMOUTH JUNCTION, NJ 08852
ONE MARKET STREET SUITE B, CAMDEN, NJ 08102

WWW.CMEUSA.COM

DATE 10/02/19	SCALE 1 inch = 2,400 feet	LAST REVISED N/A	CREATED BY AM
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REDEVELOPMENT PLAN VISION, GOALS, AND OBJECTIVES

Plan Vision

This Redevelopment Plan provides for the transformation of underutilized and existing non-conforming parcels within the Redevelopment Area to new residential areas, which will offer housing options to individuals, households, and families of multiple generations and income levels. The intent of this Plan is to create realistic opportunities for the housing of all residents and to make generational housing available to families just starting out, including children of Marlboro parents who currently worry about where their kids will live, and the entry level employees, such as police officers, teachers, and other public employees who work in and serve our own Town but could never imagine finding a home here. Empty-nesters and seniors relying upon monthly Social Security checks who wish to remain in Marlboro need to have the opportunity to do so and should be able to come back home to live and work. Generational housing also recognizes that we have a collective duty to do more for those who have sacrificed on behalf of our country--veterans must have a chance to call Marlboro their home. This Redevelopment Plan is designed to accommodate these needs of Marlboro families and households across the entire spectrum of ages, sizes, and income levels.

The Redevelopment Area will incorporate affordable housing by requiring all development to include housing for low and moderate income families in a mixed-income community setting. In doing so, this Redevelopment Plan will also help the Township to satisfy its court-mandated low and moderate income housing obligations.

Plan Goals and Objectives

The goals and objectives of the Redevelopment Plan are as follows:

1. Create land use requirements specific to the Redevelopment Area that effectuate the development of inclusionary market-rate and affordable housing within areas formerly utilized as auto salvage yards, which are sensitive to surrounding neighborhoods and environmental conditions adjoining the Redevelopment Area;
2. Encourage redevelopment to maximize the productivity of lands within Marlboro Township;
3. Improve the current conditions within the Redevelopment Area by leveraging public and private assets to improve the overall economic and physical conditions;
4. Promote residential communities for multiple generations and household types by creating realistic housing opportunities for existing and future Marlboro residents of all ages and income levels;
5. Utilize Smart Growth Planning Principles in the redevelopment of the Area. Such principles include:
 - i. Master Planning for community rehabilitation and redevelopment;

- ii. Leveraging existing transportation and sanitary infrastructure;
- iii. Conservation of Open Space to the extent practical; and,
- iv. Utilizing high quality design and planning techniques.

The goals and objectives listed above are consistent with and seek to advance the goals of the Township's Master Plan.

Redevelopment Tract Vision

A general vision for the development of each property in the Redevelopment Area with respect to land use type, design considerations to protect environmental constraints, and similar general considerations is included below. The subsequent sections of this Plan that contain the land use and bulk and design standards provide the detailed requirements of the Redevelopment Plan, which build off of the general considerations in this section and will ensure that any future redevelopment is conducted in accordance with the general vision.

1. Block 103, Lot 1 is a triangular shaped lot with approximately 190 feet of frontage along Texas Road, as shown on the Parcel Maps in Appendix B. The property is surrounded by a mixture of woodlands and single family homes on wooded parcels to the east, Texas Road and single-family homes to the south, the Aberdeen Township portion of the Aberdeen Auto land use to the north, and wooded lands to west. The parcel is comprised of approximately 0.55 acres and is located within the R-60 Residential zoning district of the Township. NJDEP data indicates that freshwater wetlands may exist along the parcel's eastern, southern, and western boundaries.

Development on this site is envisioned to consist of multi-family residential units or townhouses. Due to the bulk of the existing junkyard being located on an adjacent parcel in Aberdeen Township, it is anticipated that to fully realize the development potential of the property, it will likely need to be developed in conjunction with the adjoining lot. This will require coordination between the two Townships and that land development applications and permitting processes in both municipalities be coordinated by the redeveloper. The buildings should have adequate spacing to accommodate off-street parking, pedestrian walkways, and recreation space, including a playground area. Ample landscaping and quality architectural design should be provided to ensure high quality residential development.

The development should be designed to minimize any impacts to existing freshwater wetland or buffer areas and the adjacent stream located to the east of the site, although it appears likely that some wetlands encroachment will be necessary as DEP data indicates that the entirety of the frontage along Texas Road may be wetlands areas. Green building and sustainable site design elements should be incorporated to minimize environmental impacts to any confirmed wetlands and buffer areas and the existing stream. The majority of the site is currently cleared and used as storage of junked vehicles, and providing an adequate buffer will require that the perimeter of the property be replanted with trees and shrubs.

The development should be adequately screened from the adjacent residences that are situated along Texas Road to the north and south of the site. With the frontage of the property likely encumbered by wetlands, and the bulk of the overall site being in Aberdeen, it is

envisioned that development will be a cluster form of housing, set back several hundred feet from Texas Road.

2. Block 111, Lots 10 and 11 are landlocked parcels lacking road frontage. As these parcels are contiguous to Block 111, Lots 12 and 13 (Site 3A), all four parcels should be developed as one tract and are discussed together in this section of the Redevelopment Plan. The parcels are located approximately 1,100 feet northeast of the intersection of Texas Road and Greenwood Road, as shown on the Parcel Maps in Appendix B. All of the parcels are located within the R-60 Residential Zone.

The tract is accessible by two dirt/graveled lanes from Texas Road and Greenwood Road. The subject property is contiguous with Block 111, Lot 4 (Site 3B) to the north. There appears to be some NJDEP mapped freshwater wetlands that exist along the northern and eastern sections of the tract.

Residential development on the site is envisioned to contain multi-family residential units designed to be compatible with the development proposed for the 3 Ronson, LLC project to be located on Lot 4 (Site 3B). As this tract is landlocked, access to these properties would be required to go through Lot 4. As such, this site could be developed as an additional Phase to that development and be incorporated into that community, utilizing the same means of access to Texas Road and sharing community amenities such as a playground or other recreation spaces.

3. Site 3A - Block 111, Lots 12 and 13 are located approximately 1,000 feet northeast of the intersection of Texas Road and Greenwood Road, as shown on the Parcel Maps in Appendix B. This site is adjacent to Site 2, and just south of, but not directly adjacent to, Site 3B. With this proximity, and the landlocked nature of the site, it is anticipated that this site would also be developed in conjunction with Site 2 as an additional phase of the proposed development on Lot 4 (Site 3B), discussed below. The site should be developed with a mixed-income multi-family community.

High quality materials and architectural design should be provided. The development should be designed to minimize any impacts to any existing freshwater wetland or buffer areas located on-site or adjacent to the site. Field delineation of wetlands and a letter of interpretation should be obtained prior to final design in order to ensure compliance with applicable environmental regulations. Green building and sustainable site design elements should be incorporated to minimize environmental impacts to any confirmed wetlands and buffer areas.

Site 3B - Block 111, Lot 4, maintains frontage along Texas Road and contains the 3 Ronson, LLC project, described within the Township Housing Plan Element and Fair Share Plan. The site is approximately 24 acres in size and is located in the R-60 Residential Zone. The lot is currently vacant and wooded, and surrounded primarily by low density single-family residential uses along Texas Road to the east and west of the site. South of the site are Sites 2 and 3A of this plan. North of the site are wooded areas and single family homes. NJDEP mapped freshwater wetlands may exist along the eastern and southern portions of this lot.

It is envisioned that this site will be developed as a multi-family residential community containing 212 residential units. The development should be oriented towards Texas Road, however substantial landscaping should be provided along the frontage to soften the visual impact of the development and provide an aesthetically pleasing design.

For sites 2, 3A, and 3B, high quality architectural design should be provided. Visual buffering/screening and building orientation should be such that the development is compatible with surrounding land uses and maintains a wooded appearance along Texas Road. Although the surrounding properties are largely undeveloped and wooded, a vegetative buffer around the periphery of each site should be maintained to provide screening, should any adjacent properties be developed in the future.

The development should be designed to minimize any impacts to any existing freshwater wetland or buffer areas. As mapped NJDEP wetlands data may differ from field conditions, field delineation of wetlands and a letter of interpretation should be obtained prior to final design in order to ensure compliance with applicable environmental regulations. Green building and sustainable site design elements should be incorporated to minimize environmental impacts to the area.

The development should include pedestrian walkways, internal drive aisles, and off-street parking areas that provide an efficient, safe, and aesthetically pleasing design. Building façades fronting parking areas should be designed as front façades. The site is also envisioned to include an on-site community center and recreation amenities.

Site access is envisioned to occur via two separate ingress/egress points along Texas Road, which should be designed in accordance with applicable sections of the RSIS. Except for the ingress/egress locations, a buffer should be maintained along Texas Road to maintain the corridor's scenic character. Although primary access to each of these sites should come from Texas Road, with the Henry Hudson Trail being located to the east of the sites the potential for providing a trail or pedestrian connection should be explored. This would require that an easement be acquired across either Lot 2, 3, or 9 of Block 111, each of which have direct frontage along the Henry Hudson Trail ROW.

4. Block 146, Lots 28, 30, 31, and 33 is an irregular shaped tract, which has approximately 1,200 feet of frontage along Texas Road and 300 feet on Tyler Lane. The site is situated approximately 1,700 feet northeast of the intersection of Texas Road and Spring Valley Road as shown on the Parcel Maps in Appendix B. The tract is surrounded by predominantly wooded parcels to the north, east, and west. There are residential and commercial uses situated to the east of the site. In addition, the site is contiguous with Block 146, Lots 32 and 38 to the south, which are known as Sites 5 and 6 within the Scattered Site Redevelopment Area, respectively.

The tract is comprised of approximately 19.72 acres and is located within the LC Land Conservation zoning district. NJDEP mapped freshwater wetlands are located on the periphery of Lots 28, 30, and 33. Lots 30, 31, and 33 are located partially within a special flood hazard area.

Residential development should be designed to conform to the narrow and irregular configuration of the site. The building layout is envisioned to occur in a linear format with residential buildings, either multi-family or townhouses, along long cul-de-sac streets. While the subject property is narrow, suitable access for emergency services should be provided to all buildings, including the rear sides.

Primary access to the site is envisioned to occur from Texas Road with secondary access from Tyler's Lane. As Block 146, Lot 32 is contiguous to this tract, land assemblage of Block 146, Lots 28, 30, 31, 32, and 33 is encouraged so that one overall development could be designed and implemented. This approach would provide additional design options and flexibility due to deeper lot configuration in portions of the tract, which would enable prospective developers to provide better design alternatives. Regardless of whether or not the overall tract is developed as one unified development or as separate smaller projects on separate tracts, the site's internal roadways should be integrated with the adjoining parcels, which includes Lot 32 (Site 5).

The site should also include recreation space and pedestrian walking paths, including meandering pedestrian trails around the perimeter of the site. The buildings should be staggered so as to break up the monotony of continuous façade lines and the façades of the individual buildings should contain sufficient architectural variation and relief so as not to create continuous building walls of excessive length. Landscaping should be provided to soften the appearance of the development and to provide adequate screening from adjacent land uses.

The site should also contain a landscaped buffer along the frontage to maintain the character of the corridor along Texas Road. Buffers should be provided on the western end of the



property to minimize impacts to the residences along Tyler Lane. Development within the special flood hazard area should be minimized and any development in that area should be designed to provide fully resilient structures and infrastructure that is elevated above the floodway in accordance with applicable laws.

*Insurance Auto Auctions
Source: CME Associates*

5. Block 146, Lot 32 is an irregular shaped parcel, with approximately 500 feet of road frontage along Tyler Lane. The site is surrounded by auto salvage uses located on Block 146, Lots 28, 30, 31, 33 (Site 4) and 38 (Site 6), as shown on the Parcel Maps in Appendix B. The parcel is 2.91 acres in size and is located within the LC Land Conservation zoning district.

Residential development on this site is envisioned, and strongly encouraged to be constructed in conjunction with any proposed development on Lots 28, 30, 31, and 33 (Site 4) as discussed above. However, should Lot 32 (Site 5) be developed independently of Lots 28, 30, 31, and 33 (Site 4), the development design, circulation routes and infrastructure should be fully compatible and integrated with any surrounding development on Site 4 so as to give the appearance of one overall master planned development due to that site surrounding this lot on three sides.

If developed independently of Site 4, residential development should be designed as one cluster of townhouses or small multi-family buildings with, at most, two access drives on Tyler Lane. With the site being located across Tyler Lane from Site 6 of this Redevelopment Plan, any access drives on Tyler Lane are encouraged to be coordinated with access drives on that site, so as to avoid creating any traffic safety concerns.

If developed in a coordinated effort with Site 4, primary access should be through Texas Road and a secondary access from Tyler Lane may be necessary. The site should include recreation space, pedestrian walking paths, and shared access to amenities on the adjacent parcels. Landscaping should be provided to soften the appearance of the development and to provide adequate screening from adjacent land uses.

Development within a special flood hazard area should be minimized and any development in that area should be designed to provide fully resilient structures and infrastructure that is elevated above the floodway in accordance with applicable law.

6. Block 146, Lot 38 is an irregular shaped parcel with approximately 600 feet of frontage along Texas Road and approximately 600 feet of frontage along Tyler Lane. The parcel is located approximately 1,100 feet northeast of the intersection of Texas Road and Spring Valley Road as shown on the Parcel Maps in Appendix B. The site is surrounded by wooded parcels and single-family residences to the east, west, and south. The tract is across Tyler Lane from the lots that make up Sites 4 and 5 to the north.

The property is approximately 4.11 acres in size and is located within the LC Land Conservation zoning district. Notably, the northern portion of the parcel is located within a special flood hazard area.

Residential development on this site is envisioned to be in coordination with any development that occurs on Sites 4 and 5, as discussed above. However, should Lot 38 be developed independently, the development design, circulation routes, and infrastructure should be fully compatible and integrated with any surrounding development to the extent feasible.

Primary access to the site is envisioned to occur from Texas Road with secondary access from Tyler Lane. The parcel should include recreation space, pedestrian walking paths, and similar amenities that serve the development on-site or, if developed in as part of a larger project, may share the amenities on Sites 4 and 5.

A vegetative buffer should be provided along Texas Road to soften the appearance of the development and to provide adequate screening from adjacent land uses while minimizing the visual impact to the rural character of the community.

7. Block 147, Lot 34 is a rectangular, narrow lot located approximately 650 feet northeast of the intersection of Tennent Road and Spring Valley Road/Harbor Road as shown on the corresponding map for this property in Appendix B. Surrounding the property are a mixture of single family



*Entrance view of Midway Auto
Source: CME Associates*

residences such as an existing residential subdivision to the north of the site and other low density residences along Tennent Road. Across Tennent Road are other auto salvage businesses, Sites 8 and 9. To the south of the site is a wooded lot, office buildings, and a school facility . This property is currently located within the C-2 Commercial zoning district.

NJDEP mapped freshwater wetlands exist along a small portion of the southern boundary of the property. However, the mapped wetlands do not appear to impact site access opportunities or preclude the development of the property.

Residential development on this site is envisioned to consist of lower density single-family homes or duplex units laid out in a linear format along a single street, that are designed to be consistent in character and scale with the adjacent single-family residential subdivision to the north. There may be an opportunity for the subject property's internal roadways to interconnect with the adjacent subdivision, as the cul-de-sac of Ellis Court is within 50 feet of this site, and no houses are in between. Such a connection may improve overall circulation in the area, however it is not necessary for development of this site.

Residences should be designed so that the façades vary between neighboring homes. High quality landscape design and layout should also be incorporated to soften any linear appearance and provide an aesthetically pleasing design. Landscaping along the Tennent Road

frontage should be decorative and low in height, to maintain the visually open character of the roadway.

Residential development on this site should be designed to maintain a sufficient buffer to provide adequate visual screening from the existing subdivision. Adequate buffers from any existing freshwater wetlands should be maintained as well.

The subject property is located across Tennent Road from Block 170, Lots 2 and 3, known as sites 8 and 9, herein. Proximity to these two additional sites may provide an opportunity for a single developer to pursue coordinated and thoughtfully designed development on all three sites.

8. Block 170, Lot 2 is a narrow and deep rectangular lot with approximately 100 feet of frontage along Tennent Road, as shown on the Parcel Maps in Appendix B. The site is bounded by single-family residences to the north, wooded parcels to the east, and Block 170, Lot 3 (Site 9) to the south. Across Tennent Road to the west is an auto salvage yard, Site 7 of this Plan. The parcel is approximately 4.87 acres in size and is located within the LC Land Conservation zoning district. NJDEP mapped freshwater wetlands and a special flood hazard area appear to be located on the far eastern portion of the site.

The site is envisioned to be developed with in conjunction with Lot 3 (Site 9) as a single project due to both sites being narrow and deep, and adjacent to one another. Residential development on this site is envisioned to consist of lower density single-family homes or duplex units laid out in a linear format designed to be consistent in character and appearance with other single-family residential development along Tennent Road. The site's narrow lot configuration requires that the development be built in a linear format. However, if Lots 2 and 3 (Sites 8 and 9) are developed as one overall project, the additional site width and size will provide additional design options and would not necessarily require that development occur along a single street.

Primary access to the site shall occur from Tennent Road. The site should include recreation space, pedestrian walking paths, and similar amenities that serve the development on-site or, if developed as part of a larger project, provide connections to those same amenities on the adjacent site.

Landscaped screening should be provided along the side and rear boundaries to screen the development from adjacent residences. The frontage along Tennent Road should include decorative landscaping treatments that contribute to the scenic and rural character of the road, and be somewhat sparse and low in height.

As the far eastern portion of this parcel may be located within a special flood hazard area, development within the special flood hazard area should be minimized. Any development in the special flood hazard area should be designed to be fully resilient and be elevated above the floodway in accordance with applicable law. An adequate buffer should be maintained as a result of the wetlands that may be located on the site's southern boundary.

9. Block 170, Lot 3 is a rectangular lot having approximately 250 feet of frontage along Tennent Road. The parcel is located approximately 930 feet northeast of the intersection of Tennent Road and Spring Valley Road / Harbor Road as shown on the Parcel Maps in Appendix B. The site is bounded by single-family residences to the south and west, wooded parcels to the east and Block 170, Lot 2 (Site 8) to the north. The parcel is approximately 7.71 acres in size and is located within the LC Land Conservation zoning district. NJDEP mapped freshwater wetlands and a special flood hazard area are located on the far eastern portions of the site.

The site is envisioned to be developed in conjunction with Lot 2 (Site 8) as a single project, as discussed above. Residential development on this site is envisioned to consist of single-family homes or duplex units laid out in a linear format designed to be similar in character and design with the other residential uses in the area.

Similar to Site 8, the site's narrow lot configuration requires that development be designed in a linear format, likely along a single road that would terminate in a cul-de-sac. However, if Lots 2 and 3 (Sites 8 and 9) are developed as one overall project, the additional site width and size will provide additional design options and would not necessarily require a single road and cul-de-sac layout.

Primary access to the site shall occur from Tennent Road. Development on-site should include recreation space, pedestrian walking paths, and similar amenities. If developed as part of a larger project with adjacent Lot 2, connections to those same amenities should be provided between the two lots internal to the development.

Landscaping should be provided to soften the appearance of the development and provide adequate screening from adjacent land uses to the side and rear. Adequate landscaped buffers should be provided along property lines that are adjacent to residential land uses to minimize visual impacts to the surrounding land uses.

As the eastern portion of this parcel may be located within a special flood hazard area, development within the special flood hazard area should be minimized. Any development in

the special flood hazard area should be designed to be fully resilient and be elevated above the floodway in accordance with applicable law. An adequate buffer may need to be maintained as a result of the freshwater wetlands that may be located on the site's eastern boundary.



*Marlboro Auto Wreckers
Source: CME Associates*

10. Block 172, Lot 13.01 is an irregularly shaped parcel with approximately 170 feet of frontage along Spring Valley Road as shown on the Parcel Maps in Appendix B. The site is predominantly bounded by single-family residences and wooded lands to the north, south, east, and west. The property is approximately 7.41 acres in size and is located within the LC Land Conservation zoning district. NJDEP mapped freshwater wetlands are located along the eastern, southern, and western portions of the property.

As the surrounding community is more rural than other portions of the Township, residential development on this site is envisioned to consist of lower density single-family homes or townhouses along curvilinear streets or a loop road which encircles a community area or green space. The façades within the development should vary in appearance from neighboring residences. Dwellings on the site should be located within the interior of the site, as the lot is somewhat “flag-lot” shaped, with the lot width being much greater on the interior of the lot.

The development on this site should be designed to maintain a sufficient buffer to provide adequate visual screening from adjacent land uses. With most of the site currently cleared and used as storage for junked vehicles, this will likely require that the perimeter of the property be replanted with new evergreen trees and deciduous trees. High quality architectural and landscape design and layout should also be incorporated to provide an aesthetically pleasing design.



B&B Auto Salvage
Source: CME Associates

11. Block 268, Lot 79 is an irregular shaped parcel having approximately 230 feet of frontage along Newman Springs Road. The parcel is located 2,000 feet east of the intersection of Route 9 and Newman Springs Road as shown on the Parcel Maps in Appendix B. The site is surrounded by single-family residences to the north, south, and east, and commercial retail uses to the west in the Marlboro Plaza shopping center. The property is approximately 22 acres in size and is located within the C-5 Commercial zoning district. The only mapped environmental constraint is a small pocket of NJDEP mapped freshwater wetlands located on the southern portion of the site.

Residential development on the site is envisioned to contain single-family homes or two-family dwellings along curvilinear streets. Access to the site should be limited to one entrance driveway on Newman Springs Road. On-site amenities should include a playground and walking paths. The development should feature high quality architectural design and landscaping and be fully compatible with surrounding residential neighborhoods. Façades should vary from neighboring residences in order to add visual interest.

To the extent feasible, the existing vegetation along the perimeter of the property should be maintained as a buffer, and clearing of wooded areas on the site should be minimized. The general development footprint should be consistent with the existing cleared limits utilized by the junkyard.

LAND USE PLAN

Relationship to Township Land Development Regulations

In order to implement the Plan consistent with the objective herein, the Redevelopment Area shall be developed in accordance with the standards detailed in this Redevelopment Plan. Except where otherwise noted, this Plan shall supersede the underlying zoning including use, bulk, and design standards of the Township's Land Use and Development Ordinances as they relate to the area governed by this Redevelopment Plan. Where no standards or requirements are provided within this Redevelopment Plan, the standards and requirements found within the Code of the Marlboro Township shall apply.

All development applications for properties located within the Redevelopment Area shall be reviewed and approved by the Planning Board of the Township of Marlboro under normal subdivision and site plan review procedures as found in N.J.S.A. 40:55D-1 et seq., and those found within the Township Code.

The Planning Board may grant deviations from the standards of this Redevelopment Plan which would result in a "c" variance pursuant to N.J.S.A. 40:55D-70.c et seq., to the same extent that they may grant relief from such standards under normal subdivision and site plan review processes. No deviations may be granted which will result in permitting a use that is not a permitted use within this Redevelopment Plan. Any deviation from the standards of this Plan that would result in a "d" variance pursuant to N.J.S.A. 40:55D-70.d shall be addressed as an amendment to the Plan to be adopted by the Township Council, rather than via variance relief through the Township's Zoning Board of Adjustment.

The Planning Board may grant exceptions or waivers from any design standards found within this Redevelopment Plan, or those found within the Land Use and Development Ordinance of the Township Code. Any exceptions or waivers granted shall be reasonable within the general purposes and intent of the provisions for site plan review and/or subdivision approval within this Plan. No deviations, waivers, or exceptions from design standards may be granted under the terms of this section unless such deviations can be granted without resulting in substantial detriment to the public good and will not substantially impair the intent and purpose of this Redevelopment Plan.

Final adoption of this Redevelopment Plan by the Township Council shall be considered an amendment to the Township of Marlboro Land Use and Development Ordinance and Zoning Map.

Unless otherwise defined in the Plan, terms used in this Plan shall have the same meaning as defined in the Township's Land Use and Development Ordinance, §220-4 of the Township Code.

Land Use Standards

Listed below are the land use standards that shall apply to all development within the Redevelopment Area:

Land Use Districts

For the purposes of this plan, the sites which make up the Redevelopment Area shall be separated into two distinct districts; one for lower density residential uses which would be consistent with the general single-family residential character which makes up the surrounding community, and a second which permits development at a higher density, due to the proximity to infrastructure and the more dense development both existing and proposed in the area.

Low-Density Residential District

The Low-Density Residential District is intended to be consistent with the surrounding areas' existing housing composition and density. The proposed gross density in this District ranges from 3 to 3.5 dwelling units per acre. The zoning district shall encompass the following parcels:

- Site 7 – Block 147, Lot 34
- Site 8 – Block 170, Lot 2
- Site 9 – Block 170, Lot 3
- Site 10 – Block 172, Lot 13.01

1. Permitted Principal Uses

- a) Detached single-family dwellings;
- b) Attached single-family dwellings (Townhouses);
- c) Two-family dwellings (Twin).

2. Permitted Accessory Uses:

- a) Signs;
- b) Fences;
- c) Off-street parking;
- d) Electric car charging stations;
- e) Community clubhouses;
- f) Garbage/Recycling enclosures;
- g) Patios, decks, terraces, or balconies;
- h) Rain gardens;
- i) Pools functioning as a community association amenity;
- j) Sheds and storage structures;
- k) Utilities, including roof mounted solar panels;
- l) Any use or structure that is customary and incidental to the principal use of the property.

Medium-Density Residential District

The Medium-Density Residential District is intended to provide housing options of moderate density to meet the needs of a wide range of households of different ages and income levels while remaining compatible with surrounding land use patterns. The gross density in this District ranges from 4.5 to 9 dwelling units per acre. The zoning district shall encompass the following parcels:

- Site 1 – Block 103, Lot 1
- Site 2 – Block 111, Lots 10 and 11
- Site 3A – Block 111, Lots 12 and 13
- Site 3B – Block 111, Lot 4
- Site 4 – Block 146, Lots 28, 30, 31 and 33
- Site 5 – Block 146, Lot 32
- Site 6 – Block 146, Lot 38
- Site 11 – Block 268, Lot 79

1. Permitted Principal Uses

- a) Detached single-family dwellings;
- b) Attached single-family dwellings (Townhouses);
- c) Two-family dwellings (Twin);
- d) Multi-family dwellings.

2. Permitted Accessory Uses

- a) Signs;
- b) Fences;
- c) Off-street parking;
- d) Electric car charging stations;
- e) Community clubhouses;
- f) Garbage/Recycling enclosures;
- g) Patios, decks, terraces, or balconies;
- h) Rain gardens;
- i) Pools functioning as a community association amenity;
- j) Sheds and storage structures;
- k) Utilities, including roof mounted solar panels;
- l) Any use or structure that is customary and incidental to the principal use of the property.

Area, Yard, and Bulk Requirements

1. Maximum Permitted Density

The following table reflects the maximum permitted residential density, and minimum affordable dwelling unit set aside, for the each of the redevelopment sites.

Site	District	Block	Lot(s)	Total Acreage	Max Density (Units/gross acre)	Maximum Number of Units	30% Set Aside Affordable Unit Requirement ²
1	Medium	103	1	0.55	9	5	2
2	Medium	111	10,11	5.85	9	52	11 ¹
3A	Medium	111	12,13	1.78	9	16	4 ¹
4	Medium	146	28,30, 31,33	19.72	5	98	30
5	Medium	146	32	2.91	4.5	13	4
6	Medium	146	38	4.54	4.5	20	6
7	Low	147	34	8.04	3	24	8
8	Low	170	2	4.87	3.5	17	6
9	Low	170	3	7.71	3.5	26	8
10	Low	172	13.01	7.41	3.5	25	8
11	Medium	268	79	22	4.5	99	30
Subtotal						395	117
3B	Medium	111	4	23.9	8.87	212	43 ¹
Total						607 ³	160

¹ 20% affordable unit set-aside requirement for these sites, known as 3 Ronson, LLC sites.

²Number of affordable units rounded up in cases of fractions.

³ The 493 total units referenced in the 2019 Housing Plan Element and Fair Share Plan are comprised of the 395 units from Sites 1, 2, 3A, and 4-11 and 98 of the 212 units permitted for Site 3B.

⁴ Should Site 1 (Block 103, Lot 1) be unable to be developed with a residential use that yields a minimum of 2 affordable housing units, the density on Site 11 (Block 268, Lot 79) shall be permitted to be 4.6 dwelling units per acre, which will yield 2 additional affordable housing units. Should Block 268, Lot 79 be developed before Block 103, Lot 1, another parcel in the Medium-Density Residential District shall be permitted to provide a similar increase in density to allow it to contain a maximum of 2 additional affordable housing units.

2. Dimensional Requirements

The following bulk standards shall apply to development in either district:

Bulk Standard	Detached Single family dwellings	Townhouses	Two-Family	Multi-family
Lot Standards				
Minimum Lot Area	3,500 sq.ft.	2,000 sq.ft. per unit	2,500 sq.ft. per unit	30,000 sq.ft.
Minimum Lot Width	30 feet	20 feet per unit	25 feet per unit	100 feet
Minimum Lot Depth	100 feet	100 feet	100 feet	200 feet
Maximum Lot Coverage	55%	75%	60%	40%
Maximum Building Coverage	35%	60%	40%	25%
Principal Structures				
Minimum Front Yard Setback	25 feet	25 feet	25 feet	50 feet
Minimum Side Yard Setback	3 feet	20 feet between buildings	10 feet	30 feet
Minimum Rear Yard Setback	25 feet	25 feet	25 feet	30 feet
Maximum Height	2.5 stories / 35 feet	3.5 Stories / 40 feet	2.5 stories / 35 feet	3 Stories / 40 feet
Accessory Structures				
Maximum Height	15 feet	15 feet	15 feet	15 feet
Minimum Side Yard Setback	3 feet	3 feet	3 feet	10 feet
Minimum Rear Yard Setback	5 feet	5 feet	5 feet	10 feet

Where attached single-family (townhouse) dwellings, or multi-family dwellings are proposed as condominium units and individual lots will not be provided for each building, the following minimum standards and building separation requirements shall apply:

- a) Maximum Impervious Lot Coverage – 40 percent
- b) Front to Front – 60 feet
- c) Front to Side – 40 feet
- d) Front to Rear – 60 feet
- e) Side to Side – 50 feet
- f) Side to Rear – 40 feet
- g) Rear to Rear – 40 feet

3. Buffering Requirements

- a) Buffering requirements for Sites 1, 2, 3A, 3B, 10, and 11 shall be as follows:
 - i. For tracts greater than 2 acres, a landscaped buffer with a minimum width of 25 feet shall be provided along all tract boundaries.

- ii. For any tract less than 2 acres in size, a landscaped buffer with a minimum width of 10 feet shall be provided along all tract boundaries.
- b) Sites 4, 5, and 6 shall provide a landscaped buffer of 25 feet in width along Texas Road, a buffer with a width of 15 feet along any boundary line where the property abuts a residential use, and a buffer of 10 feet in width along all other tract boundaries.
- c) Sites 7, 8, and 9 shall provide a buffer with a width of 20 feet along all side and rear boundaries. All frontages of Tennent Road shall be decoratively landscaped with low shrubs, flowering bushes, grass lawn, and shade trees.
- d) No internal buffer shall be required between any two sites which are developed as a coordinated development.

4. Additional Land Use Standards

- a) No accessory structures shall be permitted within a front yard area.
- b) Off-street parking shall be set back a minimum of 50 feet from any development tract street frontage.
- c) For tracts greater than two acres in area, a minimum of twenty percent (20%) of the total area of the site shall be set aside as conservation, recreation, or open space areas.
- d) All development must provide for active or passive recreation facilities for residents at a minimum ratio of 50 square feet per dwelling unit.
- e) For tracts less than one acre in size, single-family detached homes only shall be permitted.
- f) Any development within this Redevelopment Area may contain a common club house or amenity space for the use of its residents and their guests. Such clubhouse shall be permitted to have a maximum building height of two stories or 35 feet.
- g) The roof of any clubhouse or community amenity facility may be utilized as additional community amenity space.
- h) Monument walls with or without signage, with maximum height of three feet, shall be permitted at any entrance to a residential development, provided that the wall does not interfere with any required sight distances.
- i) Patios, decks, terraces, or balconies may be permitted to encroach within any required rear or side yard setback, provided that no patio, deck, terrace, or balcony is set back less than 20 feet from any property line.
- j) Porches may encroach into the front yard area a maximum of 10 feet.
- k) Enclosed porches shall be prohibited from the front façade.
- l) All stormwater management basins or other facilities shall be managed and maintained by a homeowners association.

5. Affordable Housing Requirements

- a) All redevelopment projects within the Redevelopment Area except for Block 111, Lots 4, 10, 11, 12, and 13 (Sites 2, 3A, and 3B) shall provide for a minimum of thirty percent (30%) of all dwelling units to be set aside as dwellings affordable to very low, low, and moderate income households in accordance with the standards set forth in the Township's affordable housing ordinance found in Chapter 70 of the Township Code and In the Matter of the Application of the Township of the Township of Marlboro for a Declaratory Judgement, Docket No. MON-L-2121-15. Block 111, Lots 4, 10, 11, 12 and 13 shall provide for a twenty percent (20%) set aside for very low, low, and moderate income households in accordance with 3 Ronson, LLC v Township of Marlboro, et al., Docket No. MON-L-001181-17.
- b) A minimum of thirteen percent (13%) of all affordable dwelling units in each bedroom distribution shall be available to very low income households, as part of a minimum of fifty percent (50%) of all affordable dwelling units in each bedroom distribution which shall be available to low income households.
- c) All affordable dwelling units provided within the Redevelopment Area shall be family rental units. No affordable dwelling units shall be permitted to be age restricted.
- d) In the event that the required percentage of affordable units for any redevelopment project results in a fraction of a unit, the required number of units shall be rounded up to the next highest whole number of dwelling units.
- e) In the event that any phasing of construction is proposed, the construction of required affordable dwelling units shall be in compliance with N.J.A.C. 5:93-5.6(d) and the Uniform Housing Affordability Controls Rules and the Township's Affordable Housing Ordinance to ensure timely construction of affordable units.
- f) As provided under law pursuant to N.J.S.A. 52:27D-311, a preference of up to fifty percent (50%) of the affordable housing units in an inclusionary affordable housing development or a one hundred percent (100%) affordable housing development in the Redevelopment Areas described herein shall be provided to low and moderate income veterans who served in time of war or other emergency, as defined in N.J.S.A. 54:4-8.10.
 - i. This preference shall be established in the applicant selection process for available affordable units so that applicants who are veterans who served in time of war or other emergency, as referenced in N.J.S.A. 52:27D-311, and who apply within 90 days of the initial marketing period shall receive preference for the rental of the agreed-upon percentage of affordable units. After the first 90 days of the initial 120-day marketing period, if any of those units subject to the preference remain available, then applicants from the general public shall be considered for occupancy. Following the initial 120-day marketing period, previously qualified applicants and future qualified applicants who are veterans who served in time of war or other

emergency, as referenced in N.J.S.A. 52:27D-311, shall be placed on a special waiting list as well as the general waiting list. The veterans on the special waiting list shall be given preference for affordable units, as the units become available, whenever the percentage of preference-occupied units falls below the agreed upon percentage. Any agreement to provide affordable housing preferences for veterans pursuant to N.J.S.A. 52:27D-311 shall not affect a municipality's ability to receive credit for the unit from the council, or its successor.

- g) Additionally, as shall be allowable by law, a preference shall also apply to first responders of the Township of Marlboro. If legislation is passed allowing for a first responder preference, the Township reserves the right to allow such a preference consistent with allowable law. At the time of adoption of this plan, the Township recognizes that such a preference is not allowed under law. "First responder" shall be defined as a law enforcement officer; paid or volunteer firefighter; paid or volunteer member of a duly incorporated first aid, emergency, ambulance, or rescue squad association; or any other person who, in the course of the person's employment, is dispatched to the scene of a motor vehicle accident or other emergency situation for the purpose of providing medical care or other emergency assistance; and who, in the case of all the foregoing, has served in that capacity for at least two years.
 - i. This preference shall be established in the applicant selection process for available affordable units so that applicants who are first responders, and who apply within 90 days of the initial 120-day marketing period, shall receive preference for the rental of the agreed-upon percentage of affordable units. After the first 90 days of the initial 120-day marketing period, if any of those units subject to the preference remain available, then applicants from the general public shall be considered for occupancy. Following the initial 120-day marketing period, previously qualified applicants and future qualified applicants who are first responders shall be placed on a special waiting list as well as the general waiting list. The first responders on the special waiting list shall be given preference for affordable units, as the units become available, whenever the percentage of preference-occupied units falls below the agreed upon percentage. Any agreement to provide affordable housing preferences for first responders pursuant to N.J.S.A. 52:27D-311 shall not affect a municipality's ability to receive credit for the unit from the council, or its successor.

DESIGN STANDARDS

Any deviation from the following standards shall require a waiver or exception pursuant to N.J.S.A. 40:55D-51. The following list includes design standards that apply to all building types in the Redevelopment Area.

General Circulation

1. All right-of-ways and internal roads within the Redevelopment Area shall be designed in conformance with §220-184 of the Township Code.

Parking Requirements

1. Off-street parking shall be provided in accordance with the Residential Site Improvement Standards (RSIS) requirements, found at N.J.S.A. 5:21-1 et seq.
2. All development projects for multi-family development which require 50 parking spaces or more, shall provide for at minimum two percent (2%) of those off-street parking spaces to be reserved for electric vehicle charging stations.

Residential Design Standards

1. Single family dwellings shall be designed in accordance with residential design requirements of §220-38, and §220-181 of the Township's Land Use and Development Ordinance.
2. Two-Family Dwelling Design Standards
 - a) Dwelling units shall not be stacked.
 - b) A minimum of one of the dwelling units' primary entrances shall be located on the front façade.
 - c) Combined driveways shall not be permitted.
3. Townhouse Design Standards
 - a) There shall be a variety of design and architectural styles and setbacks for the purpose of presenting an aesthetically desirable effect over the entire townhouse development.
 - b) No more than three contiguous dwelling units within a structure may have the same front yard setback.
 - c) Variations in building setbacks shall be not less than two feet.
 - d) Garages should be recessed within the primary façade of the building and include detailing elements to create visual interest and add to the overall architectural character of the building.

4. Multi-family Design Standards

- a) Buildings shall be oriented so that their primary entrance faces the public street or right-of-way, or an internal roadway. Primary entrances shall not face a side or rear yard area.
- b) Blank or featureless walls shall be avoided.
- c) Where a building is visible from the street, primary exterior building façade materials shall be brick, stone, stucco, natural wood, composite wood, metal, glass, or similarly durable materials.
- d) High quality materials such as stone and brick are encouraged to be used at the ground level of the building on all façades.
- e) Buildings which have a horizontal width of greater than 80 feet shall be designed to be separated into vertical segments.
- f) No building shall have an uninterrupted horizontal width of greater than 50 feet without a change in the vertical plane of the façade. A step-back or projection with a minimum depth of 18 inches shall be provided.
- g) Buildings with a width of greater than 100 feet shall provide multiple street level entrances.
- h) All residential units should be accessed through enclosed accessed points that are monitored by a security system and/or management staff.
- i) Projection requirements may be satisfied by decks or patios.
- j) Buildings with pitched roofs shall have eaves that overhang the building face by a minimum of 12 inches.
- k) Buildings with flat roofs shall include a decorative cornice along the top of the front facing façade which projects at minimum an average of eight inches from the face of the building.

Signage Standards

1. Signage shall be designed to be in harmony and consistent with the architectural design of the buildings on the site, and to relate to the features of the buildings in terms of location, scale, colors, lettering, materials, and textures.
2. A maximum of two project identification signs shall be permitted for each development.
3. Project identification signs shall be ground signs, and shall have a maximum height of 6 feet, and a maximum sign area of 90 square feet.
4. Project identification signs shall be set back a minimum of five feet from any property line, and shall not be located within the sight triangle of any intersection or access drive.
5. Directional and safety signage shall be permitted to ensure ease of vehicular and pedestrian circulation throughout the site. Directional signs shall be no more than 10 square feet in size, and set back a minimum of five feet from any right-of-way.

Landscaping and Buffering Design Standards

1. Landscape design should be integrated into the overall site design. In addition to any required buffer areas, a minimum of ten percent (10%) of any tract area shall be dedicated to decorative landscaping, including shrubs, grasses, flowering plants, shade trees, and plaza spaces designed to complement the architectural design of the site.
2. Required landscaped buffers shall be composed of a dense mixture of evergreen and deciduous trees, planted at intervals so as to create a continuous visual screen.
3. Off-street parking lots shall be required to provide a minimum of one deciduous shade tree for every 12 parking spaces. Shade trees shall be provided within curbed planting islands, or within five feet of the perimeter of the parking lot.
4. All setback areas fronting on a public roadway shall be defined by a combination of decorative fencing and/or landscaping.
5. For development on Sites 7, 8, and 9, in addition to the decorative landscaping described above, shade trees shall be provided along the frontage of Tennent Road, to be spaced no greater than 40 feet apart, except for any spaces necessary to accommodate entrance driveways.

Solid Waste Storage

1. For multifamily residential use, all dumpsters or trash storage bins shall be located within an enclosed facility which is screened from public view by a combination of an opaque fence and landscaping.
2. All garbage and recycling storage shall be located in a side yard or rear yard.
3. If trash compactors are used, they shall be located in the rear yard only.

Lighting

1. Except as otherwise specified herein, all lighting shall be designed and installed in compliance with §220-164 of the Township's Land Use and Development Ordinance.
2. Light fixtures within parking areas shall be decorative fixtures, and shall not exceed 20 feet in height.
3. Pedestrian walkways shall be illuminated by bollards, ground mounted lighting, building mounted lighting, or other low glare controlled fixtures.
4. Accent lighting on buildings shall be encouraged.
5. Exterior light fixtures shall be compatible and relate to the architectural character of the buildings on site.
6. Site lighting shall be provided at the minimum level to accommodate safe pedestrian and vehicular movements without causing any off-site glare.

Open Space & Recreation

1. Areas which will remain undisturbed on the site shall be maintained as open space.
2. Clear cutting of woodlands shall be limited to the maximum necessary to carry out the effective redevelopment of the area in accordance with the purpose and standards of this Plan.
3. Recreational facilities shall be designed to accommodate users with disabilities, and be constructed in accordance with the Barrier Free Sub-code of the Uniform Construction Code of the State of New Jersey, and all other applicable codes and standards.
4. Required recreation facilities may be located within a required open space set aside.

Utilities

1. A Redeveloper shall arrange with the servicing utility for the installation of the utility's distribution lines and service connections in accordance with the provisions of the applicable Standard Terms and Conditions incorporated as a part of its tariff on file with the State of New Jersey Board of Public Utility Commissioners.
2. A Redeveloper shall be responsible for ensuring that adequate water and sewer system connections are provided, and for the coordination with the appropriate authority to provide such utilities to any site.

Sustainable Design Standards

All projects are encouraged to incorporate green building and sustainable design features, including LEED (Leadership in Energy Efficient Design) design elements.

On-Site and Off-Site Improvements

The extent of the redeveloper's responsibility for any installation or upgrade of infrastructure related to the development of the Redevelopment Area, or contribution thereto, shall, whether on-site or off-site, be subject to a redeveloper's agreement with Marlboro Township or the relevant external agency or authority.

RELATIONSHIP TO LOCAL OBJECTIVES

This section describes the consistency between the Redevelopment Plan and Marlboro's Master Plan and how the provisions herein are designed to effectuate the Master Plan. It also describes the relationship of the Redevelopment Plan to adjacent municipalities' Master Plans, Monmouth County Master Plan, and the New Jersey Development and Redevelopment Plan.

Marlboro Township Master Plan

This Redevelopment Plan is consistent with Marlboro Township's Master Plan Reexamination Report, which was adopted by the Township Planning Board at a meeting held on August 7, 2019. The Master Plan Reexamination Report noted the following goals regarding redevelopment which shall be advanced by this Plan:

- Promote generational housing for a variety of income levels, age groups, and household types in order to create a housing base that supports and retains the existing residents within the Township.
- Explore opportunities for veterans housing and support services within the Township in order to allow Marlboro's veterans population to age in place in the community.
- Develop a comprehensive strategy for balanced development in the Township for affordable housing.
- Balance economic development with conservation and open space.
- Review vacant, underutilized, dilapidated, and/or deleterious properties in the Township for Redevelopment potential.
- Provide opportunities for housing for special needs individuals by identifying appropriate sites and/or expanding existing facilities.

The Township also recently adopted a Housing Element and Fair Share Plan which specifically calls out each of these properties as appropriate sites for inclusionary market rate and affordable housing. This Redevelopment Plan is compliant with the Housing Element and Fair Share Plan.

This Redevelopment Plan is consistent with the goals of the Master Plan Reexamination Report.

Plans of Adjacent Municipalities

The scattered sites are primarily located well within Marlboro Township's boundaries. However, Block 103, Lot 1 is located along the Township's northern border with Aberdeen Township. A portion of the property is located in Aberdeen Township. The property within Aberdeen adjacent to this lot is a part of the same auto salvage yard that is the subject of this Redevelopment Plan. The zoning of Aberdeen Township in this area reflects a desire for the properties adjacent to Marlboro to be developed with a low density, single family residential pattern. Redeveloping the portions of the property within Marlboro to include affordable housing would not be inconsistent with the plans in Aberdeen Township.

Monmouth County Master Plan

The 2016 Monmouth County Master Plan identifies redevelopment as one of its goals to create vibrant and sustainable communities, preserve community character, and provide housing based on demographic and market trends. The following objectives identify how this Redevelopment Plan promotes the Master Plan's following intentions.

1. Encourage a range of housing options including types, sizes, styles, and accommodations to meet the needs associated with various lifestyles, life-stages, abilities, and occupations of residents while supporting economic sustainability within the region.
2. In rural areas, retain the existing community character through the use of design standards, land use strategies, design, landscaping, and land preservation.
3. Encourage municipalities to monitor the evolving housing market and consider the desirability of changing zoning to accommodate shifts in market demand.

This Redevelopment Plan is consistent with the Monmouth County Master Plan.

State Development and Redevelopment Plan

The State Plan Policy Map classifies the scattered sites within this Plan as Suburban Planning Area (PA-2), Fringe Planning Area (PA-3), and Environmentally Sensitive Planning Area (PA-5). The primary objective of the SDRP is to guide development to areas where infrastructure is available or can be readily extended such as along existing transportation corridors, in developed or developing suburbs, and in urban areas. The State Plan has identified a series of goals and objectives for each of the aforementioned planning areas. This Redevelopment Plan furthers the State Plan's intentions, and is generally consistent with the State Plan, for each of the following planning areas.

The State Plan's intentions for the (PA-2) is to provide for much of the state's future development; promote growth in Centers and other compact forms; protect the character of existing stable communities; protect natural resources; redesign areas of sprawl; reverse the trend toward further sprawl; and revitalize cities and towns.

The State Plan's intentions for the (PA-3) is to accommodate growth in Centers; protect the Environs primarily as open lands; revitalize cities and towns; protect the character of existing stable communities; protect natural resources; provide a buffer between more developed Metropolitan and Suburban Planning Areas and less developed Rural and Environmentally Sensitive Planning Areas; and confine programmed sewers and public water services to Centers.

The State Plan's intentions for the (PA-5) is to protect environmental resources through the protection of large contiguous areas of land; accommodate growth in Centers; protect the character of existing stable communities; confine programmed sewers and public water services to Centers; and revitalize cities and towns.

REDEVELOPMENT PLAN ACTIONS

Outline of Proposed Actions

Any redeveloper of property located within the Redevelopment Area will be required to enter into a Redeveloper's Agreement with the Township that stipulates the precise nature and extent of the improvements to be made and their timing and phasing, as permitted, therein.

Properties to be Acquired and Relocation

Acquisition of privately-owned property, on parcels specifically authorized, and displacement or relocation of any residents or businesses within the Redevelopment Area may or may not be necessary to effectuate the Redevelopment Plan. The Township reserves the right to utilize its power of eminent domain as this has been designated as a Condemnation Redevelopment Area, to acquire all or a portion of the properties within this Redevelopment Area as provided under sections of the Local Redevelopment and Housing Law, based upon the designation of these properties as a Condemnation Area in Need of Redevelopment. At this time it is understood that no residents currently live on any of these properties, therefore no displacement or relocation of residents is anticipated to occur as the result of the implementation of this Redevelopment Plan.

In the event that relocation assistance is required for any of the businesses within the Redevelopment Area, the Township will provide the appropriate assistance pursuant to all applicable State and Federal laws as necessary. If any relocation assistance is needed, a Workable Relocation Assistance Plan (WRAP) will be developed and issued to the Department of Community Affairs for review, as required by the Relocation Assistance Law.

Infrastructure

In addition to the new development described in the foregoing chapters, several other actions may be taken to further the goals of this Plan. These actions may include, but shall not be limited to: (1) provisions for infrastructure necessary to service new development; (2) environmental remediation; and (3) vacation of public utility easements and other easements and rights-of-way as may be necessary to effectuate redevelopment.

The Redevelopment Agreement between the Township and any redeveloper will contain the terms, conditions, specifications and a description of required performance guarantees pertaining to the redeveloper's obligation to provide the infrastructure and improvements required for the project, which may include, but shall not be limited to, the provision of water, sewer, and stormwater service as well as sidewalks, curbs, streetscape improvements, street lighting, and on- or off-site traffic controls and roadway improvements required as a result of the project.

Amendment to Zoning Map and Development Regulations

The Zoning Map and districts referenced in Chapter §220-34 of the Township's Code are hereby amended to reference this Redevelopment Plan to supersede the underlying zoning districts which encompass the Redevelopment Area in its entirety. Additionally, the listing of zoning districts in

Marlboro Zoning Ordinance is hereby amended to include a reference to this Redevelopment Plan constituting the zoning regulations for these properties.

Non-Discrimination Provisions

No covenant, lease, conveyance, or other instrument shall be affected or executed by the Township Council or by a redeveloper or any of his successors or assignees, whereby land within the Redevelopment Area is restricted by the Township, or the redeveloper, upon the basis of race, creed, color, or national origin in the sale, lease, use, or occupancy thereof. Appropriate covenants, running with the land forever, will prohibit such restrictions and shall be included in the disposition instruments. There shall be no restrictions of occupancy or use on the basis of race, creed, color or national origin.

Duration of the Plan

The provisions of this Plan specifying the redevelopment of the Redevelopment Area and the requirements and restrictions, with respect thereto, shall be in effect until such time that the properties have been effectively redeveloped in accordance with this Plan, or any other subsequent amendment to this Plan, as determined by the Council of the Township of Marlboro.

Completion of Redevelopment

Upon the inspection and verification by Marlboro Township that the redevelopment has been completed, a certificate of completion shall be issued to the redeveloper. All redevelopment agreements associated with the implementation of this Redevelopment Plan shall be in effect until the issuance of such a certificate.

Severability

If any section, paragraph, division, subdivision, clause, or provision of this Redevelopment Plan shall be adjudged by the courts to be invalid, such adjudication shall only apply to the section, paragraph, division, subdivision, clause, or provision so judged, and the remainder of this Redevelopment Plan shall be deemed valid and effective.

OTHER PROVISIONS

In accordance with N.J.S.A. 40A:12A-1 et seq., known as the Local Redevelopment and Housing Law, the following statements are made:

1. The Redevelopment Plan herein has delineated a definite relationship to local objectives as to appropriate land uses, density of population, and improved traffic and public transportation, public utilities, recreation and community facilities, and other public improvements. The Plan has laid out various programs and strategies needed to be implemented in order to carry out the objectives of this Plan.
2. The Redevelopment Plan lays out the proposed land uses and building requirements for the Redevelopment Area.
3. The Redevelopment Plan is substantially consistent with the Master Plan for Marlboro Township. The Plan also complies with the goals and objectives of the Monmouth County Master Plan, and the New Jersey State Development and Redevelopment Plan.

APPENDICES

Appendix A – Resolutions of the Governing Body and the Planning Board

RESOLUTION # 2017-272

A RESOLUTION AUTHORIZING THE TOWNSHIP OF MARLBORO PLANNING BOARD TO UNDERTAKE A PRELIMINARY INVESTIGATION FOR DETERMINATION OF AN AREA IN NEED OF REDEVELOPMENT OF A CERTAIN AREA WITHIN THE TOWNSHIP OF MARLBORO IDENTIFIED WITH MORE PARTICULARITY AND DESCRIBED BY ADDRESS AND LOT AND BLOCK ON SCHEDULE "A" ATTACHED HERETO AND MADE A PART HEREOF

WHEREAS, the Local Redevelopment and Housing Law N.J.S.A. 40A:12A-1et seq. provides a mechanism to empower and assist local government is in efforts to promote programs of redevelopment; and

WHEREAS, the Local Redevelopment and Housing Law sets forth a specific procedure for establishing an area in need of redevelopment; and

WHEREAS, pursuant to N.J.S.A. 40A:12-A-6, prior to the governing body making a determination as to whether a particular study area qualifies as an area in need of redevelopment, the governing body must authorize the Township Planning Board, by Resolution, to undertake a preliminary investigation to determine whether the area meets the criteria of an area in need of redevelopment as set forth in N.J.S.A. 40A:12-5; and

WHEREAS, the Legislature amended the Local Redevelopment and Housing Law on September 6, 2013 to expanded clarify various provisions of same; and

WHEREAS, as a provision of the amendment to N.J.S.A. 40A:12-6, the Legislature has directed that the resolution authorizing the planning board to undertake a preliminary investigation shall state whether the redevelopment area determination shall authorize the municipality to use all those powers provided by the Legislature for use in a redevelopment area other than the use of eminent domain ("Non-Condensation Redevelopment Area") or whether the redevelopment area determination shall authorize the municipality to use all those powers provided by the Legislature for use in a redevelopment area, including the power of eminent domain ("Condensation Redevelopment Area"); and

WHEREAS, the redevelopment area determination shall authorize the Township of Marlboro to use all of the powers provided by the Legislature for use in a redevelopment area

including the use of eminent domain, thus designating it a
Condemnation Redevelopment Area; and

WHEREAS, the Township of Marlboro wishes to direct the
Planning Board to undertake a preliminary investigation to
determine whether the proposed study area within the Township of
Marlboro and identified with more particularly as described by
address, lot and block and zone district on Schedule "A"
attached hereto and made apart hereof (the "Study Area")
qualifies as an area in need of redevelopment pursuant to
N.J.S.A. 40A:12A-5.

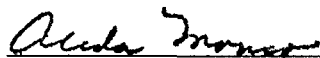
NOW, THEREFORE, BE IT RESOLVED by the Township Council of
the Township of Marlboro that the Township Planning Board is
hereby directed to conduct he necessary investigation, including
the holding of a public hearing, to determine whether the Study
Area is or is not an area in need of redevelopment under the
criteria set forth in N.J.S.A. 40A:12A-1 et seq.

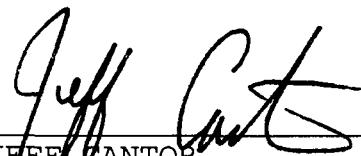
BE IT FURTHER RESOLVED, that the Planning Board shall
submit its findings and recommendations to the Township Council
in the form of a Resolution with supporting documentation.

OFFERED BY: MARDER AYES: 4

SECONDED BY: MAZZOLA NAYS: 0

ABSENT: SCALEA


ALIDA MANCO
MUNICIPAL CLERK
8/10/2017


JEFF CANTOR
COUNCIL PRESIDENT

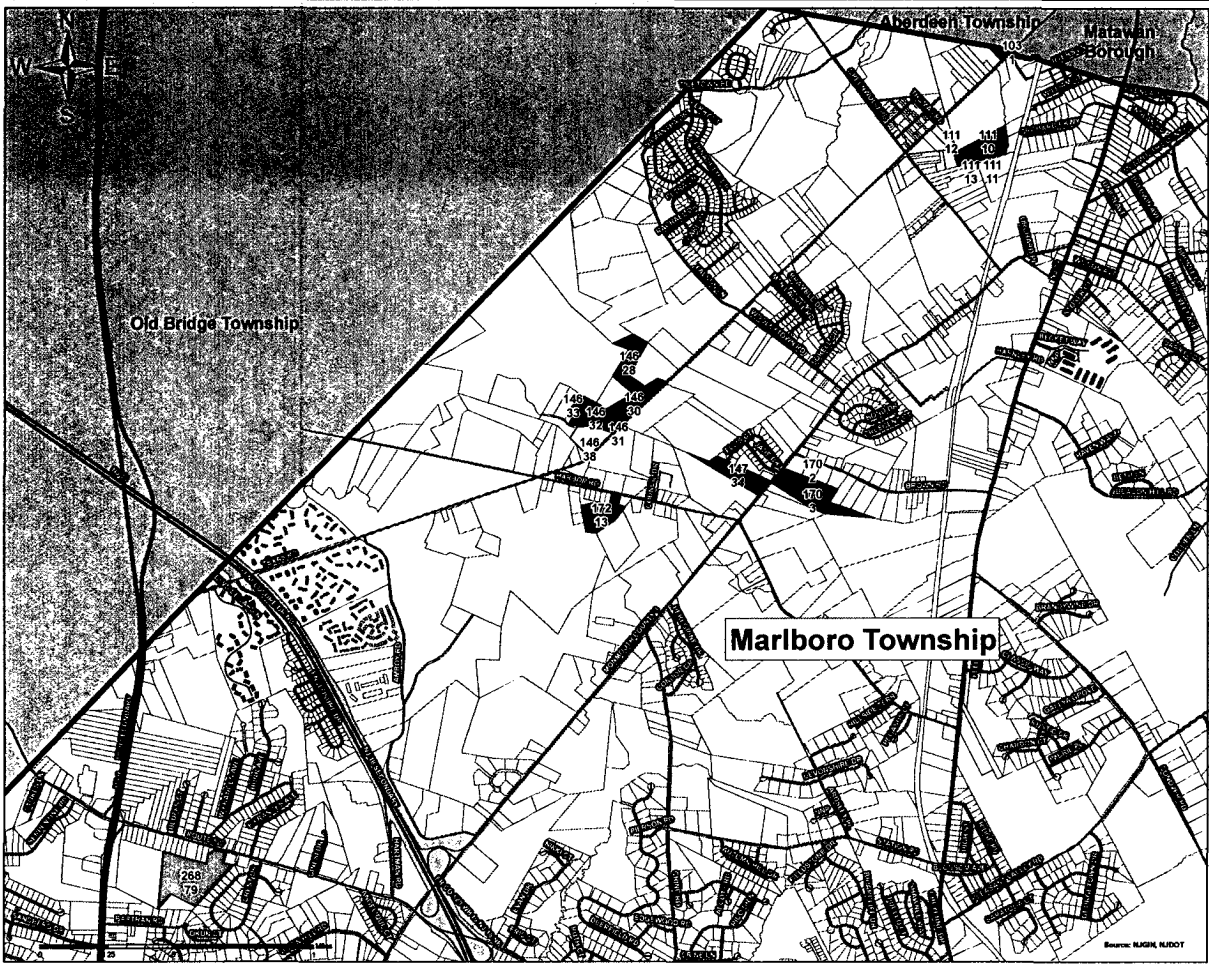
CERTIFICATION

I hereby certify the above to be a true
and exact copy of a Resolution adopted
by the Township Council of the Township
of Marlboro at a meeting held on 8-10-2017


Township Clerk

SCATTERED SITE REDEVELOPMENT

TOWNSHIP OF MARLBORO, N.J.



**JUNKYARD PARCELS:
LOCATION MAP**

**MARLBORO TOWNSHIP
MONMOUTH COUNTY
NEW JERSEY**

- Legend**
- Interstate Highway
 - US Highway
 - State Highway
 - Toll Road
 - County Route
 - Local Road/Ramp
 - Aberdeen Auto Salvage
 - Baron's Auto Salvage
 - B & B Auto Salvage
 - H & H Auto Wreckers
 - Insurance Auto Action
 - Marlboro Auto Wreckers
 - Midway Auto
 - Morganville Auto Wreckers
 - P & J Auto
 - Schechter Enterprises
 - Trilenium Auto Salvage
 - Marlboro Parcels
 - Marlboro Boundary
 - Municipalities

CME ASSOCIATES
CONSULTING & MUNICIPAL ENGINEERS

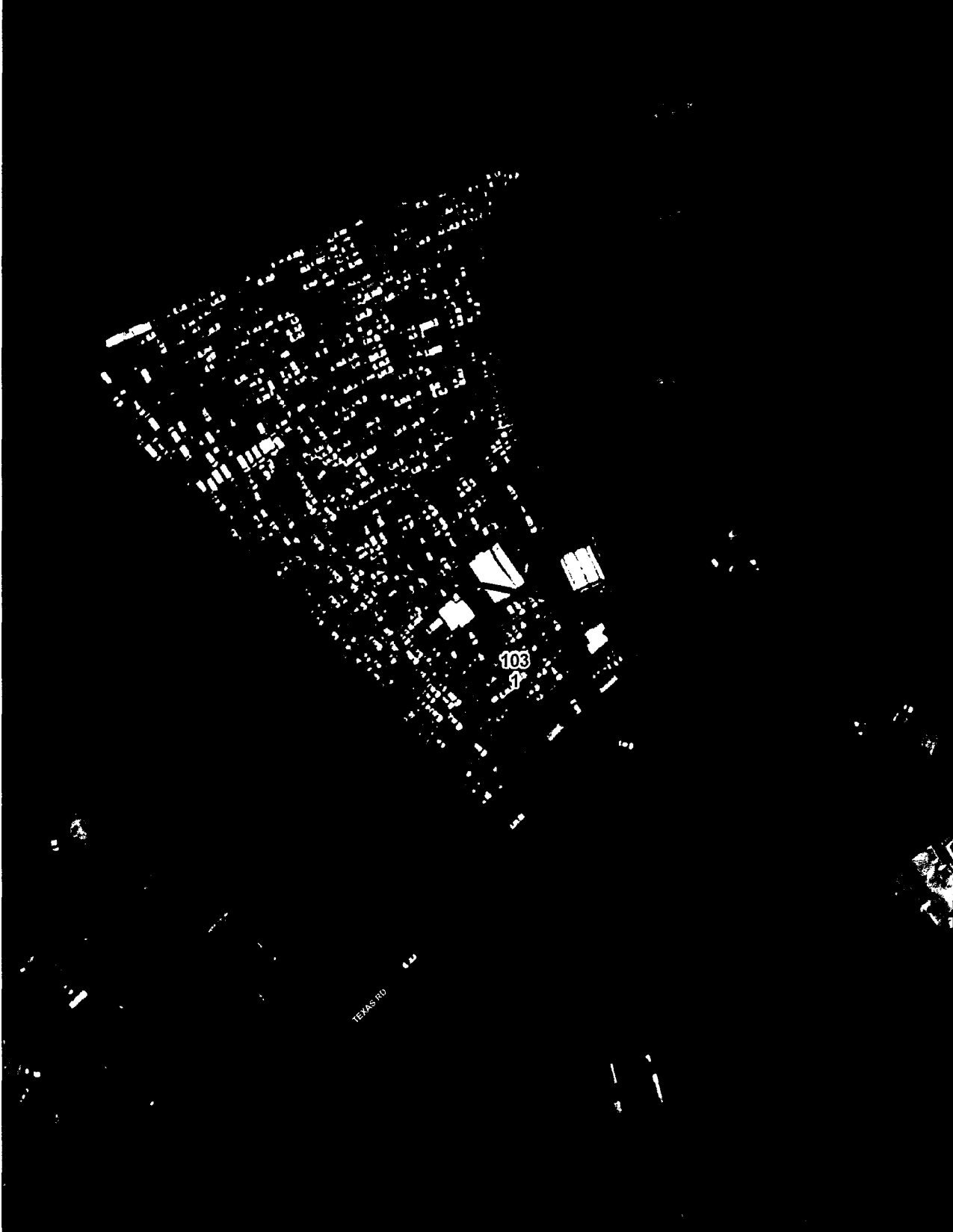
3141 BORDENTOWN AVENUE, PARLIN, N.J. 08859
1440 ROUTE 9 SOUTH HOWELL, N.J. 07731
3759 ROUTE 1 SOUTH SUITE 100, MONMOUTH JUNCTION, NJ 08852
ONE MARKET STREET SUITE 1F, CAMDEN, NJ 08102

WWW.CMESAL.COM

DATE	SCALE	LAST REVISED	CREATED BY
02/2007	1" = 100'	02/2007	WJL

Source: NADBN, NJDOT



SCATTERED SITE REDEVELOPMENT: BLOCK 103, LOT 1



**ABERDEEN AUTO:
PARCEL MAP**

**MARLBORO TOWNSHIP
MONMOUTH COUNTY
NEW JERSEY**

Legend

-  Aberdeen Auto Salvage
-  Marlboro Boundary



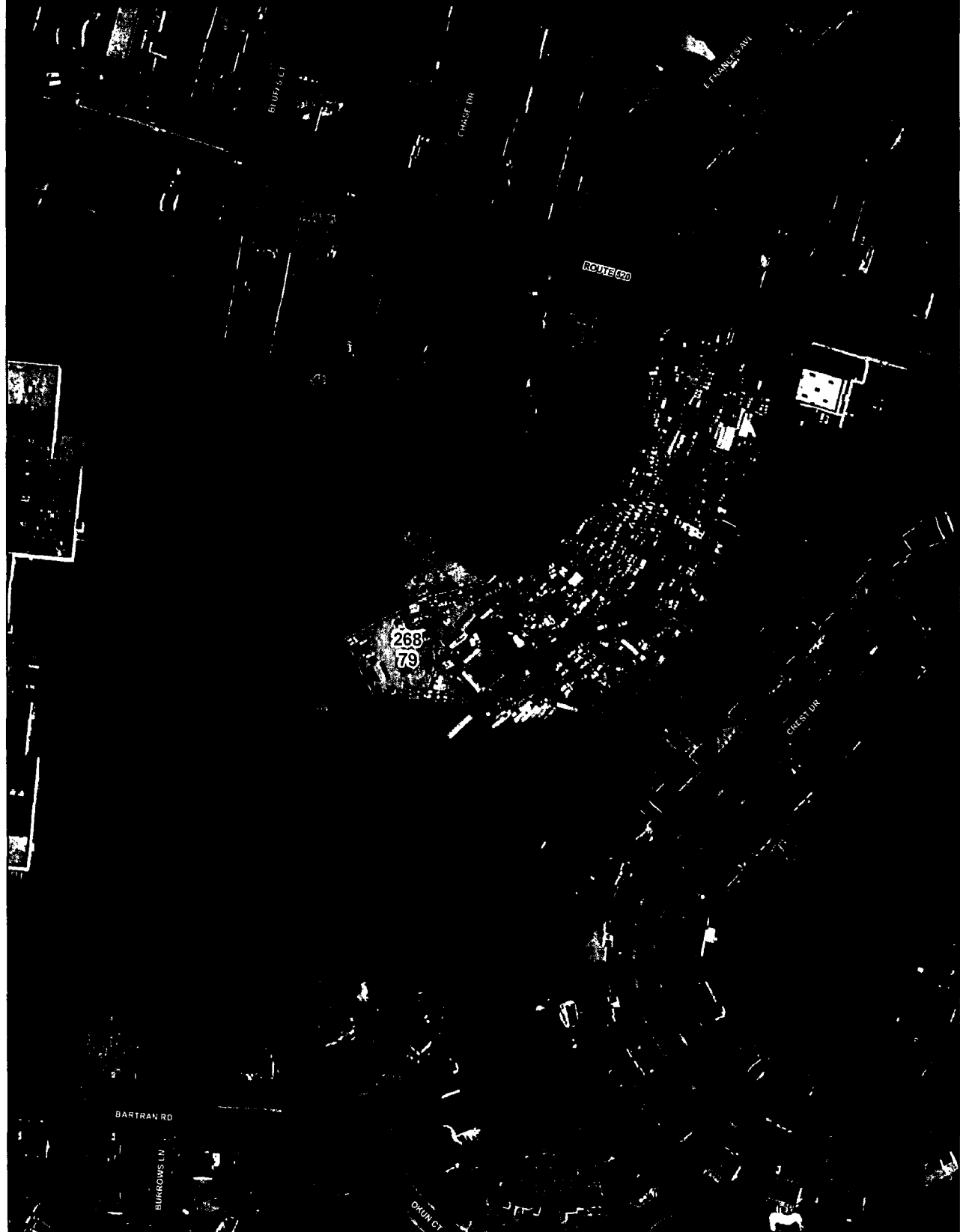
CONSULTING & MUNICIPAL ENGINEERS

214 BORDENTOWN AVENUE, PARLIN, NJ 08859
1460 ROUTE 9 SOUTH HOWELL, NJ 07731
1759 ROUTE 100 EAST LITTLETON, MONROE JUNCTION, NJ 08852
ONE MARKET STREET SUITE 10, CAMDEN, NJ 08102

WWW.CMEVALU.COM

DATE	SCALE	LAST REVISION	PREPARED BY
02/20/17	1"=100'	07/20/17	SM-TR

SCATTERED SITE REDEVELOPMENT: BLOCK 268, LOT 79



**B & B AUTO SALVAGE:
PARCEL MAP**

**MARLBORO TOWNSHIP
MONMOUTH COUNTY
NEW JERSEY**

Legend

 B & B Auto Salvage

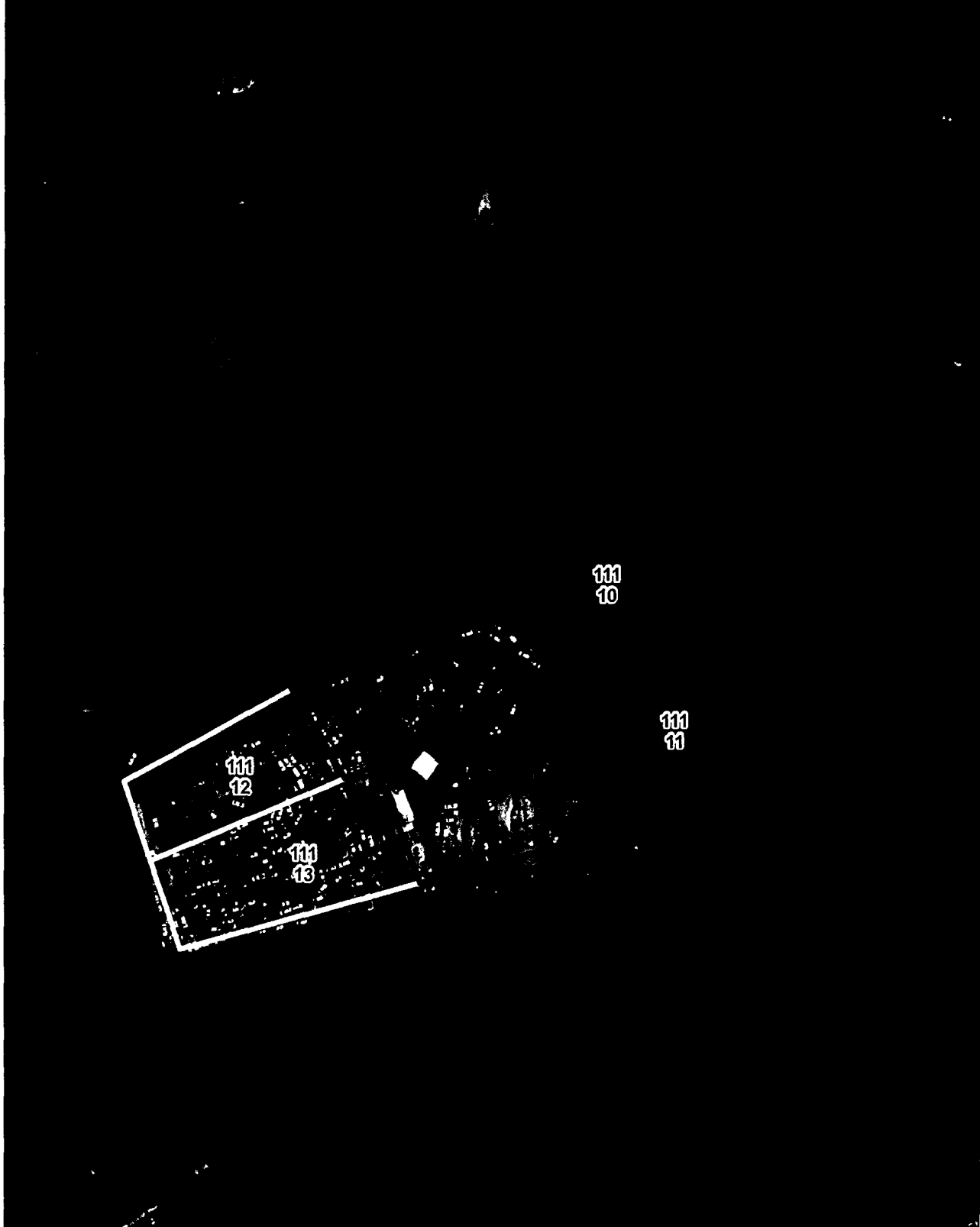


344 BORDENTOWN AVENUE, PARLIN, NJ 08859
1040 ROUTE 1 SOUTH, BORDENTOWN, NJ 08802
2759 ROUTE 1 SOUTH, DEER PARK, MONMOUTH COUNTY, NJ 08852
ONE MARKET STREET SUITE 101, CAMDEN, NJ 08102

WWW.CMEVAJ.COM

DATE	SCALE	LAST REVISED	CREATED BY
6-14-2017	1:2,000	5/7-2017	SLJ/B



**SCATTERED SITE REDEVELOPMENT:
BLOCK 111, LOTS 10, 11, 12 & 13**



**BARON'S AUTO SALVAGE
AND P&J AUTO:
PARCEL MAP**

**MARLBORO TOWNSHIP
MONMOUTH COUNTY
NEW JERSEY**

Legend

-  Baron's Auto Salvage
-  P & J Auto

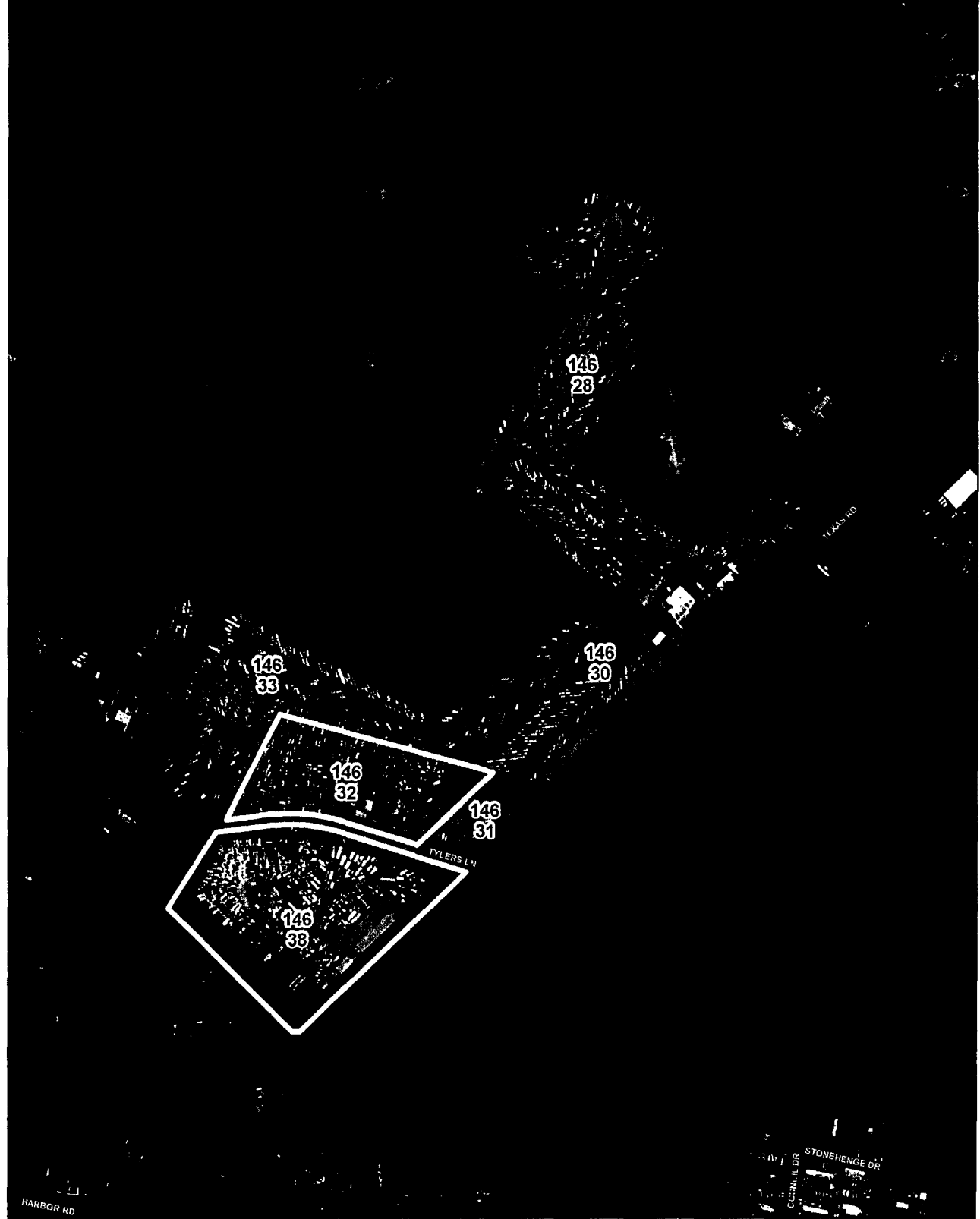


344 BORDENTOWN AVENUE, PARLIN, NJ 08551
460 ROUTE 130, NORTH BORDENTOWN, NJ 07871
329 ROUTE 150, BRIDGE PLAZA, MONMOUTH BEACH, NJ 08852
ONE MARKET STREET, SUITE 400, CAMDEN, NJ 08102

WWW.CMEUSA.COM

DATE	SCALE	LAST REVISED	CREATED BY
6/14/2017	1:1,250	8/20/17	SPJ/B




**SCATTERED SITE REDEVELOPMENT:
BLOCK 146, LOTS 28, 30, 31, 32, 33 & 38**



**H & H AUTO WRECKERS,
INSURANCE AUTO ACTION
AND MIDWAY AUTO:
PARCEL MAP**

**MARLBORO TOWNSHIP
MONMOUTH COUNTY
NEW JERSEY**

Legend

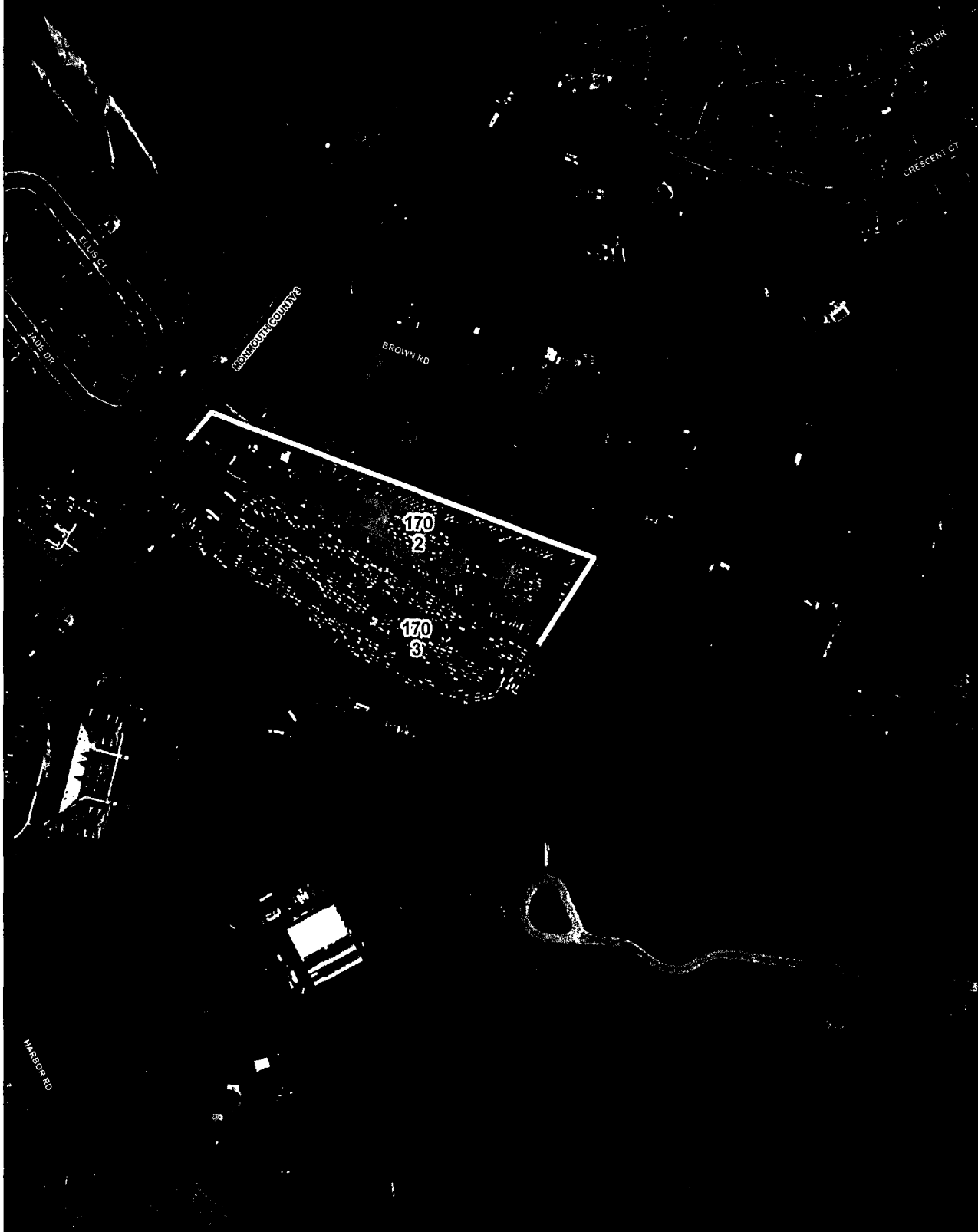
-  H & H Auto Wreckers
-  Insurance Auto Auction
-  Midway Auto



314 BORDENTOWN AVENUE, PARLIN, NJ 08859
1406 SOUTH MONMOUTH ROAD, N.J. 07731
2289 ROAD 11 LAUREL HILL DRIVE, SHONNERSVILLE, NJ 08042
ONE MARKET STREET, SUITE 112, CAMDEN, NJ 08102

DATE	SCALE	DATE REVISED	CREATED BY
6/14/2017	1:3,000	8/7/2017	MLJR


SCATTERED SITE REDEVELOPMENT: BLOCK 170, LOTS 2 & 3





**MARLBORO AUTO
WRECKERS
AND
TRILENIUM AUTO SALVAGE:
PARCEL MAP**

**MARLBORO TOWNSHIP
MONMOUTH COUNTY
NEW JERSEY**

Legend

 Marlboro Auto Wreckers

 Trilenium Auto Salvage



CME ASSOCIATES
CONSULTING & MUNICIPAL ENGINEERS

214 BORDENTOWN, ATL SE, PARKS, N.J. 08509
100 ROUTE 150 SOUTH HAVEN, CT 06524
3759 ROUTE 150 NORTH HAVEN, CONNECTICUT 06524
658 MARKET STREET SUITE 401, CAMDEN, NJ 08102

WWW.CMESAL.COM

DATE	SCALE	LAST REVISED	CREATED BY
6-14-2017	1:2,000	5/2017	SFJB

SCATTERED SITE REDEVELOPMENT: BLOCK 172, LOT 13




172
13

**MORGANVILLE AUTO
WRECKERS:
PARCEL MAP**

**MARLBORO TOWNSHIP
MONMOUTH COUNTY
NEW JERSEY**

Legend

 Morganville Auto Wreckers



CONSULTING & MUNICIPAL ENGINEERS

210 BORDENTOWN AVENUE, PARLIN, N.J. 08859
 348 ROUTE 1 SOUTH BORDENTOWN, N.J. 08802
 2759 ROUTE 1 SOUTH SUITE 100, MONMOUTH JUNCTION, NJ 08852
 ONE MARKET STREET SUITE 101, CAMDEN, NJ 08102
 WWW.CMELLSA.COM

DATE	SCALE	LAST REVISED	CREATED BY
01/10/2017	1:1,000	5/2/2017	SJ/B


SCATTERED SITE REDEVELOPMENT: BLOCK 147, LOT 34




SCHECHTER ENTERPRISES:
PARCEL MAP

MARLBORO TOWNSHIP
MONMOUTH COUNTY
NEW JERSEY

Legend

 Schechter Enterprises



3141 BORDENTOWN AVENUE, PARLIN, NJ 08859
1460 ROUTE 118 SOUTH HAVEN, CT 06424
2759 ROUTE 11 SOUTH HAVEN, CT 06424
ONE MARLBOROUGH SUITE, CARLISLE, PA 17012
WWW.CMEUSA.COM

DATE	SCALE	LAST REVISED	CREATED BY
07/15/17	1:2,000	07/20/17	SAJ/2B

SCHEDULE A

Block	Lot	Property Address
103	1	102 Texas Road
111	10	230 Texas Road
111	11	Texas Road
111	12	Texas Road
111	13	Texas Road
146	28	426 Texas Road
146	30	426 Texas Road
146	31	426 Texas Road
146	32	6 Tylers Lane
146	33	Tylers Lane
146	38	456 Texas Road
147	34	158 Tennent Road
170	2	147 Tennent Road
170	3	153 Tennent Road
172	13	249 Spring Valley Road
268	79	77 Route 520

RESOLUTION # 2018-293

A RESOLUTION AUTHORIZING THE TOWNSHIP OF MARLBORO PLANNING BOARD TO UNDERTAKE A PRELIMINARY INVESTIGATION FOR DETERMINATION OF AN AREA IN NEED OF REDEVELOPMENT OF A CERTAIN AREA WITHIN THE TOWNSHIP OF MARLBORO IDENTIFIED WITH MORE PARTICULARITY AND DESCRIBED BY ADDRESS AND LOT AND BLOCK ON SCHEDULE "A" ATTACHED HERETO AND MADE A PART HEREOF

WHEREAS, the Local Redevelopment and Housing Law N.J.S.A. 40A:12A-1et seq. provides a mechanism to empower and assist local government is in efforts to promote programs of redevelopment; and

WHEREAS, the Local Redevelopment and Housing Law sets forth a specific procedure for establishing an area in need of redevelopment; and

WHEREAS, pursuant to *N.J.S.A. 40A:12-A-6*, prior to the governing body making a determination as to whether a particular study area qualifies as an area in need of redevelopment, the governing body must authorize the Township Planning Board, by Resolution, to undertake a preliminary investigation to determine whether the area meets the criteria of an area in need of redevelopment as set forth in *N.J.S.A. 40A:12-5*; and

WHEREAS, the Legislature amended the Local Redevelopment and Housing Law on September 6, 2013 to expand and clarify various provisions of same; and

WHEREAS, as a provision of the amendment to *N.J.S.A. 40A:12-6*, the Legislature has directed that the resolution authorizing the planning board to undertake a preliminary investigation shall state whether the redevelopment area determination shall authorize the municipality to use all those powers provided by the Legislature for use in a redevelopment area other than the use of eminent domain ("Non-Condernation Redevelopment Area") or whether the redevelopment area determination shall authorize the municipality to use all those powers provided by the Legislature for use in a redevelopment area, including the power of eminent domain ("Condernation Redevelopment Area"); and

WHEREAS, the redevelopment area determination shall authorize the Township of Marlboro to use all of the powers provided by the Legislature for use in a redevelopment area including the use of eminent domain, thus designating it a Condernation Redevelopment Area; and

WHEREAS, the Township previously adopted R. 2017-272 on August 10, 2017 directing the Planning Board to undertake a preliminary investigation to determine whether a list of parcels within the Township of Marlboro qualified as an area in need of redevelopment pursuant to N.J.S.A. 40A:12A-5; and

WHEREAS, an additional parcel which was not included on the list approved on August 10, 2017 has been identified for review by the Planning Board as part of the same investigation; and

WHEREAS, the Township of Marlboro wishes to direct the Planning Board to undertake a preliminary investigation to determine whether the additional parcel as part of the proposed study area within the Township of Marlboro and identified with more particularly as described by address, lot and block and zone district on Schedule "A" attached hereto and made apart hereof (the "Study Area") qualifies as an area in need of redevelopment pursuant to N.J.S.A. 40A:12A-5.


NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Marlboro that the Township Planning Board is hereby directed to conduct the necessary investigation, including the holding of a public hearing, to determine whether the Study Area is or is not an area in need of redevelopment under the criteria set forth in N.J.S.A. 40A:12A-1 et seq.

BE IT FURTHER RESOLVED, that the Planning Board shall submit its findings and recommendations to the Township Council in the form of a Resolution with supporting documentation.

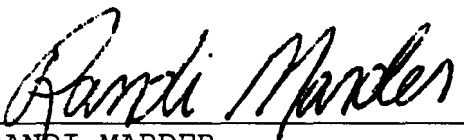
OFFERED BY: SCALEA AYES: 4

SECONDED BY: CANTOR NAYS: 0

ABSENT: METZGER



ALIDA MANCO,
MUNICIPAL CLERK
10/4/2018



RANDI MARDER,
COUNCIL PRESIDENT
CERTIFICATION

I hereby certify the above to be a true and exact copy of a Resolution adopted by the Township Council of the Township of Marlboro at a meeting held on 10-4-2018



Township Clerk

SCHEDULE A

Block	Lot	Property Address
111	4	Texas Road

RESOLUTION #2019-281

RESOLUTION OF THE TOWNSHIP OF MARLBORO DETERMINING AND DECLARING THAT CERTAIN PROPERTIES BE DESIGNATED AS AN AREA IN NEED OF REDEVELOPMENT AND AUTHORIZING AND DIRECTING THE PLANNING BOARD TO PREPARE A REDEVELOPMENT PLAN THERETO

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

WHEREAS, on August 10, 2017, the Township Council of the Township of Marlboro (the "Township Council") adopted Resolution # 2017-272 authorizing and directing the Planning Board of the Township of Marlboro (the "Planning Board") to undertake a preliminary investigation to determine whether the following parcels (the "Study Area") satisfied the criteria for designation as a Condemnation Redevelopment Area pursuant to the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq. (the "Redevelopment Law"):

Block	Lot (s)
103	1
111	10, 11, 12 and 13
146	28, 30, 31, 32, 33 and 38
147	34
170	2 and 3
172	13 (known as Lot 13.01)
268	79

WHEREAS, on October 4, 2018, the Township Council adopted Resolution 2018-293 directing the Planning Board to undertake a preliminary investigation to determine whether the parcel identified on the Township's official tax maps as Block 111, Lot 4 (137 Texas Road) satisfied the criteria for designation as a Condemnation Redevelopment Area as part of the Study Area; and

WHEREAS, in accordance with Resolution 2017-272 and Resolution 2018-293, the Planning Board retained CME Associates (the "Township Planner") as its consultant to conduct the preliminary investigation on its behalf to determine whether the Study Area satisfied the criteria for designation as a Condemnation Redevelopment Area in accordance with the Redevelopment Law; and

WHEREAS, as part of the preliminary investigation, the Township Planner prepared a report entitled "Marlboro Scattered Site Area In Need of Redevelopment Study" dated January 2019 (the "Investigation Report") analyzing whether the Study Area satisfied the criteria for designation as a Condemnation Redevelopment Area; and

WHEREAS, the analysis presented in the Investigation Study was based upon an examination of existing conditions, site inspections, review of historic data pertaining to the sites and area, an assessment of the surrounding development pattern, master plan goals, objectives, policy statements and land use recommendations, zoning provisions, official tax maps, aerial photographs, ownership and sales information for the properties located in the Investigation Area, and historic data regarding building, police, fire and environmental violations; and

WHEREAS, at a duly noticed public hearing on July 17, 2019, the Township Planner presented the Investigation Report with the support of the Planning Board Attorney, Planner and Engineer, and the Planning Board took testimony from members of the public; and

WHEREAS, at the conclusion of the July 17, 2019 public hearing, the Planning Board adopted Resolution No. PB 1-2019, and subsequently adopted Amended Resolution No. PB 1-2019 at its September 4, 2019 meeting, finding that the Investigation Report, which was based upon numerous factors including, but not limited to, existing site conditions, site inspections, review of historic data, an assessment of the surrounding development pattern and Master Plan goals and objectives, properly concluded that the Study Area satisfied the criteria for designation as a Condemnation Redevelopment Area; and

WHEREAS, having approved the findings and conclusions of the Investigation Report, the Planning Board recommended that the Township Council designate the Study Area as a Condemnation Redevelopment Area, which would authorize the Township to use all the powers afforded to it under the Redevelopment Law, including the power to use eminent domain to acquire properties in the Condemnation Redevelopment Area, if such action is deemed necessary.

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

1. The Township Council hereby accepts, in part, the recommendation of the Planning Board to designate the entire Study Area as a Condemnation Redevelopment Area.

2. The Township Council hereby determines and declares that the following properties be designated as a Condemnation Redevelopment Area, which shall authorize the Township to use all those powers afforded to it under the Redevelopment Law and, if necessary, to exercise the power of eminent domain to acquire any property in the Study Area:

Block	Lot(s)
103	1
111	4, 10, 11, 12 and 13
146	28, 30, 31, 32, 33 and 38
147	34
170	2 and 3
172	13.01
268	79

3. The Township Clerk is hereby directed to transmit a copy of this Resolution to the Commissioner of the New Jersey Department of Community Affairs for review pursuant to N.J.S.A. 40A:12A-6(b)(5)(c).

4. Pursuant to N.J.S.A. 40A:12A-6(b)(5)(d), notice shall be served within ten (10) days of the adoption of this Resolution upon all record owners of property located within the Study Area, those whose names are listed on the tax assessor's records and upon each person who filed a written objection to the proposed area in need of redevelopment and who indicated in such written objection an address to which notice of the determination may be sent.

5. Pursuant to N.J.S.A. 40A:12A-6(b)(5)(e), for those properties designated as a Condemnation Redevelopment Area, the notice required under N.J.S.A. 40A:12A-6(b)(5)(d) shall also indicate that (i) the determination operates as a finding of public purpose and authorizes the Township to exercise the power of eminent domain to acquire properties in the Condemnation Redevelopment Area, and (ii) legal action to challenge the determination must be commenced within 45 days of receipt of notice and that failure to do so shall preclude an owner from later raising such challenge.

6. Pursuant to N.J.S.A. 40A:12A-7(f), the Planning Board is hereby authorized and directed to prepare a redevelopment plan for the Study Area and to transmit the completed redevelopment plan to the Township Council for review and adoption.

7. A certified copy of this Resolution shall be forwarded to the Township Clerk, Chief Financial Officer and Township Planning Board.

OFFERED BY: MARDER

AYES: 4

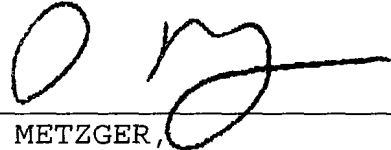
SECONDED BY: SCALEA

NAYS: 0

ABSENT: MAZZOLA



ALIDA MANCO,
MUNICIPAL CLERK
9/5/2019



SCOTT METZGER,
COUNCIL PRESIDENT

CERTIFICATION

I hereby certify the above to be a true and exact copy of a Resolution adopted by the Township Council of the Township of Marlboro at a meeting held on 9/5/19



Township Clerk

**MARLBORO TOWNSHIP PLANNING BOARD
AMENDED RESOLUTION NO. PB 1-2019**

<p>IN THE MATTER OF A PUBLIC HEARING PURSUANT TO NEW JERSEY LOCAL REDEVELOPMENT HOUSING LAW FOR THE PURPOSE OF INVESTIGATING AND DETERMINING WHETHER CERTAIN PROPERTIES QUALIFY AS “CONDEMNATION AREAS IN NEED OF REDEVELOPMENT” PURSUANT TO CRITERIA SET FORTH IN <u>N.J.S.A. 40A:12-5</u></p>	<p>FINDINGS OF FACT AND CONCLUSIONS OF LAW</p> <p>Block 103, Lot 1 102 Texas Road</p> <p>Block 111, Lots 4, 10 through 13 137 Texas Road</p> <p>Block 146, Lots 28 through 38 426 Texas Road</p> <p>Block 147, Lot 34 158 Tennent Road</p> <p>Block 170, Lots 2, 3 147 Tennent Road</p> <p>Block 172, Lot 13.01 249 Spring Valley Road</p> <p>Block 268, Lot 79 77 Route 520</p> <p>THESE PROPERTIES CONSIST OF FIVE (5) STUDY AREAS, WHICH WILL BE KNOWN TO GATHER AS THE “OVERALL STUDY AREA”</p> <p>Marlboro Township, Monmouth County</p> <p>Application No. PB 1-2019 Approval Date: July 17, 2019</p>
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BE IT RESOLVED, by the Marlboro Township Planning Board (“Board”) that the action taken on July 17, 2019, on the above referenced matters, is hereby memorialized by the adoption of this written resolution setting forth the Board's findings and conclusions.

RELIEF SOUGHT AND JURISDICTION

1. Description of Hearing

Pursuant to N.J.S.A. 40A:12A-1, et seq., a multi-step process must be observed by the Township Council and Planning Board in order to enable the Township to lawfully exercise the powers which accrue as a result of redevelopment planning. The steps required to declare an area in need of redevelopment must be followed pursuant to the redevelopment statute. It should be noted that only upon completion of this public process, a municipality is able to exercise the powers granted, pursuant to the redevelopment statute.

On August 10, 2017, the Township Council of the Township of Marlboro adopted Resolution No. 2017-272, authorizing the Township Planning Board to undertake a preliminary investigation to determine if the following sites, identified as Block 103, Lot 1; Block 111, Lots 10, 11, 12 and 13; Block 146, Lots 28, 30, 31, 32, 33 and 38; Block 147, Lot 34; Block 170, Lots 2 and 3; Block 172, Lot 13 (known as Lot 13.01); and Block 268, Lot 79 in the Township tax records, would qualify as an “area in need of redevelopment” under the New Jersey Local Redevelopment and Housing Law (LRHL). On October 4, 2018, the Township Council adopted resolution 2018-293 including Block 111, Lot 4 within the area to be investigated as a condemnation area in need of redevelopment. The Planning Board has retained and directed CME Associates to prepare this preliminary investigation study for the Planning Board’s review and subsequent recommendation to the Governing Body.

The Study Area essentially comprises of eleven (11) properties scattered over the north western portion of the Township. The sites commonly referred to as the “Junkyard Sites” comprise of a total area of approximately 108 acres.

2. Local Redevelopment Housing Law (LRHL)

The Local Redevelopment and Housing Law (LRHL) was designed by the New Jersey State Legislature to guide municipalities through the process of redevelopment and rehabilitation. As explained in the preamble to the LRHL:

“There exist, have existed and persist in various communities of this State conditions of deterioration in housing, commercial and industrial installations, public services and facilities and other physical components and supports of community life, and improper, or lack of proper, development which result from forces which are amenable to correction and amelioration by concerted effort of responsible public bodies and without this public effort are not likely to be corrected or ameliorated by private effort.”

The LRHL provides the statutory authority for municipalities to engage in a number or redevelopment activities, including: designating an “area in need of redevelopment,” preparing and adopting redevelopment plans, and implementing redevelopment projects. Generally speaking, the LRHL is a planning and financial tool that allows an area which meets the specific criteria to be overlain with specific zoning and other incentives to stimulate the area’s redevelopment or rehabilitation. More specifically a redevelopment

designation allows the municipality to adopt a redevelopment plan that will identify the manner in which an area will be developed.

3. Study Area

The study area is comprised of 11 sites as shown in the accompanying map to the Marlboro Scattered Site report.

History of the Eleven (11) Subject Sites

The 11 subject sites identified in this study area are developed and used as auto salvage "junkyard" sites. These sites were part of a settlement agreement signed in 1983. Per § 212-2 of the zoning ordinance of the Township of Marlboro, these 11 sites, as identified by their block and lot, are licensed and permitted to operate as a motor vehicle junkyard or business or retail and/or wholesale junkyard. The Township has only permitted this use on these 11 sites that were legally operating as of August 12, 1982. As part of this agreement and the ordinance, the junkyards were permitted to be operational if they agreed to certain conditions in the ordinance. These included specifications on location of the site, the hours of operation, non-transferability and annual license renewal, keeping of records, location of fences, storage of vehicles and other such conditions.

The sites are as follows:

a. Aberdeen Auto Salvage – Block 103, Lot 1

This property is triangular lot with approximately 190 feet of frontage on Texas Road. The rear portion of the site is located in Aberdeen Township. The Township of Marlboro has no jurisdiction over the portion of the site within Aberdeen Township's boundary is not under consideration for designation as a condemnation redevelopment area in this study.

b. Baron's Auto Salvage – Block 111, Lots 10 & 11

This site identified as Baron's Auto Salvage is a landlocked property with no road frontage. The site is located in the norther portion of the Township, east of the Texas Road and Greenwood Road intersection.

c. P&J Auto – Block 111, Lots 4, 12 & 13

This site is located adjacent to Baron's Auto Salvage and uses the same two dirt access lanes from Greenwood Road and Texas Road for the site. The site is comprised of three parcels, with a total area of 24.99 acres, of which approximately 10.9 appear developable pending field verification of constraints. Lot 4 is wooded and portions of this site may be encumbered by the presence of wetlands. Although this lot is inaccessible, aerial photos appear to indicate the remains of an abandoned structure on the property. The site contains office trailers and outdoor stored vehicles. The trailers on site appear to be dilapidated and decrepit.

d. Insurance Auto Auction – Block 146, Lots 28, 30, 31 & 33

Comprised of four lots, this site is the second largest of the subject sites with the total area of approximately 19.72 acres. The site is irregular in shape with approximately

1,200 feet of frontage on Texas Road as well as 300 feet on Tylers Lane. The site is completely paved and is used for auto salvage land use with outdoor storage of cars and vehicles. An entrance to the site is provided via Texas Road. The site has an office structure located at the entrance.

e. H&H Auto Wreckers – Block 146, Lot 32

Located west of Insurance Auto Auctions, this 2.91 acre site is located along Tylers Lane. This rectangular property has approximately 500 feet of road frontage with only one ingress/egress point to the site. There are a few temporary structures located on site including one office trailer located at the entrance to the site. The trailer appears poorly maintained and decrepit in appearance. There is a fence along the site, however during our site visit, it was noticed that the fence needed maintenance and that some of the onsite stored dilapidated vehicles were visible from the street.

f. Midway Auto – Block 146, Lot 38

This 4.54 acre property is located opposite H&H Auto Wreckers on Tylers Lane. The site is a rectangular lot with approximately 600 feet frontage on Tylers Lane and 500 feet on Texas Road. The site is accessed via one ingress/egress point from Texas Road. The site contains some temporary trailer structures used for offices. Some of the old structures appear to be maintained. Further, some of the fencing needs to be updated and repaired

g. Schechter Enterprises – Block 147, Lot 34

This rectangular lot has a lot depth of 1,300 feet and approximately 350 feet of frontage on Monmouth County Road 3 (Tennent Road). This property is 8.04 acres in area. The site is developed with a 2-story residential structure along the frontage of the site. To the rear of the site is open storage for vehicles. This junkyard portion of the site is fenced in and access to the site is provided by two ingress/egress points located along the eastern boundary of the site.

h. Trilenium Auto Salvage – Block 170, Lot 2

This is a rectangular lot of 4.87 acres located on Monmouth County Road 3 opposite Schechter Enterprises. This lot has a depth of approximately 1,100 feet and 100 feet of a road frontage. The site is adjacent to another junkyard known as Marlboro Auto Wreckers, which is located south of the site. To the north, east, and west of the site are single-family residential uses. The site is located in the C2 Neighborhood Commercial District. To the rear of the site is a special flood hazard area that constrains approximately 0.97 acres of the site, for a total of 3.9 developable acres. The site is fenced in with a 1-story structure located along its frontage that is used as offices. The site has one access point used for ingress/egress.

i. Marlboro Auto Wreckers – Block 170, Lot 3

Located adjacent to Trilenium Auto Salvage, this is also a rectangular lot with approximately 250 feet of frontage and a depth of almost 2,000 feet. The site is surrounded by residential uses and is approximately 500 feet from the David C.

IN THE MATTER OF A PUBLIC HEARING
Page 5 of 10

Abbott Early Learning Center School. The site is also located opposite Schechter Enterprises another auto salvage yard.

j. Morganville Auto Wreckers – Block 172, Lot 13.01

This irregularly shaped lot of 7.41 acres is located on Spring Valley Road with approximately 170 feet of road frontage. The site is fenced in with chain link fence with two ingress/egress points. The site is developed with one office trailer located at the entrance of the site. The rest of the site appears to be graveled and used for storage of vehicles.

k. B&B Auto Salvage – Block 268, Lot 79

The largest of all the 11 sites, this site has total acreage of 22 acres. It is located in the southern portion of the Township, east of Route 9, on County Road 520 (Newman Springs Road). This irregularly shaped lot has approximately 230 feet of road frontage. The site is fenced in with one ingress/egress point. The site is developed with a one-story structure located along its street frontage, which appears to be dilapidated and obsolete. From the aerial photos it appears only 28% of the site is used whereas the rest of the site is wooded.

THE HEARING

4. On July 17 2019, a public hearing took place before the Marlboro Township Planning Board at the Marlboro Township Municipal Building, located at 1979 Township Drive, Marlboro, New Jersey 07746-2299.
5. The subject matter of application is within the jurisdiction of this Board, and the Board has acted in the State of New Jersey.

PLANS PRESENTED AND OTHER DOCUMENTS REVIEWED

- a. CME Associates report, dated June 2019 by Peter Van den Kooy, PP, AICP
- b. Scattered Site Redevelopment Map, dated September 6, 2018 (attached to report).

TOWNSHIP REPORTS/MEMORANDUM

6. The following reports were presented to the Board:
 - a. None.

TESTIMONY AND PUBLIC INPUT

7. The Marlboro Scattered Site report was presented by the Township Planner, Peter Van den Kooy of CME Associates Engineering with the support of the Planning Board attorney, Michael W. Herbert, Esq. and Board Planner and Engineer, Laura Neumann, PE, PP.

IN THE MATTER OF A PUBLIC HEARING

Page 6 of 10

8. Mr. Van den Kooy presented the eleven sites (11), reviewing each of them with the Board, pointing out why the sites would be condemnation areas in need of redevelopment. Specifically:
- a. With regard to **Site a**, Aberdeen Auto Salvage - The portion of the property that is within Marlboro Township is about 0.55 acres in area and has some wetlands located along the southeastern portion of the property. The developable acreage of the site is approximately 0.3 acres, although field verification remains necessary to precisely quantify constraints.
 - b. **Site b**, Baron's Auto Salvage – The site has two access points both of which are dirt/graveled lanes. One is identified as Mackey's Lane in the Township's Official Road Map. This access is just east of the intersection from Greenwood Road. The second approach to the site is again through a gravelled dirt road, from Texas Road, about 1,000 feet north of the Greenwood Road intersection. It is not clear if these are two-way lanes. However, from our site visit, it appears that the width of the lane is approximately 15 to 20 feet and should not be used as a two-way lane.
 - c. **Site c**, P&J Auto – Although this lot is inaccessible, further during our site visit, we noticed that the vehicles, as well as trailers are stacked, creating unsafe conditions. The existing fence on the site appears to be dilapidated and broken. Trash was also noticed on site. The site is located in the R-60 Residential District.
 - d. **Site d**, Insurance Auto Auction – The site is located in the LC Land Conservation District, wherein single-family residential use is one of the principal permitted uses. The western portion of the site along Tylers Lane is located in the special flood hazard area. Further, according to the State Development and Redevelopment Plan, the site is located in the PA-5 Environmentally Sensitive and PA-3 Fringe Planning Areas, known as areas of conservation and transition, respectively in the State Plan. Approximately 7.89 acres are developable pending field verification and quantification of constrained areas.
 - e. **Site e**, H&H Auto Wreckers - The site is located in the LC Land Conservation District and is located entirely within the special flood hazard area. As the development of this property would be impacted by applicable sections of the Flood Hazard Area Control Act Rules (N.J.A.C. 7:13 et seq.), it is assumed that approximately 40 percent, or 1.16 acres, of the property may be developable. The precise extent of the developable area of the property will be determined in the future upon the preparation of site plans and environmental permitting applications for any proposed development on-site.
 - f. **Site f**, Midway Auto – The site is located in the LC Land Conservation District with no significant environmental constraints located on the site, pending field

verification. Approximately 4.11 acres of the site's 4.54 acres appear to be developable.

- g. **Site g, Schechter Enterprises** – The site is located in the C2 Neighborhood Commercial District and has about 1 acre of wetlands constraints along its western extent yielding approximately 7 developable acres. The site is surrounded by some residential uses and a school located west of the site. Across Tennent Road, opposite the site, are two more auto salvage yards.
- h. **Site h, Trilenium Auto Salvage** - The site is located in the C2 Neighborhood Commercial District. To the rear of the site is a special flood hazard area that constrains approximately 0.97 acres of the site, for a total of 3.9 developable acres. The site is fenced in with a 1-story structure located along its frontage that is used as offices. The site has one access point used for ingress/egress. The site appears to be well maintained.
- i. **Site i, Marlboro Auto Wreckers** – This 7.71 acre property is constrained with wetlands and a special flood hazard area in the rear of the property. Though field verification will be necessary to confirm the boundaries of the constraints, these constraints total approximately 2.99 acres, leaving about 4.72 developable acres on the site. The site is developed with two structures along its street frontage, with an access gate for ingress/egress into the site located between the two structures. The northern structure is a 3 ½ story warehouse structure with three overhead doors facing the street. The façade of the structure looks obsolete and outdated. To the south is a one-story warehouse structure with three overhead doors. The visitor parking is located in the front of the site with no striped parking spaces.
- j. **Site j, Morganville Auto Wreckers** – The site is located in the LC Land Conservation District and is surrounded by single-family residential uses. The site is constrained with wetlands along its south eastern and western border. The site is constrained with wetlands along its south eastern western border. The site is adjacent to a cell tower located proximate to its northern border. These constraints leave approximately 2.27 developable acres on the property.
- k. **Site k, B&B Auto Salvage** – The site is located in the C5 Community Commercial District II. The property is surrounded by a residential zone to the east and commercial zone to the west. The site contains a small wetlands area in the southeasterly corner of the property, and has been identified as a known contaminated site, according to the New Jersey Department of Environmental Protection. As such, while it is not clear if all or a portion of the property will be able to be remediated up to residential standards, if the property were able to be remediated to contain residential development, a total of 21.78 acres is estimated to be developable. Groundwater sampling is ongoing at the site, and the Classification Exception Area (CEA), may be updated based on the extent of the contaminant plume.

9. Five (5) members of the public spoke on the application:
- Vincent Rao, Esq. of Kelly Drye & Warren LLP, presented a July 17, 2019 letter on behalf of Auto Auctions Corp. (IAAI), who is a leaseholder to 426 Texas Road, Morganville, New Jersey and 249 Spring Valley Road, Morganville, New Jersey. With the letter he submitted, he stated that the two (2) sites were not appropriate for redevelopment and that they were totally compliant with Township Code. It is his client's position that (i) its sites do not meet the statutory criteria for inclusion in a redevelopment area, (ii) it operates a thriving business, in which it has invested millions of dollars to provide a necessary and useful public service and (iii) any effort to classify these sites as blighted is an end run around the laws of the State of New Jersey and the 1983 Settlement Agreement. Accordingly, IAAI hereby requests this Board not recommend to the Governing Body that these are sites in "Need of Redevelopment". Further IAAI asks that it be provided with copies of any and all future public notices regarding any potential redevelopment proceedings undertaken by the Planning Board or the Township of Marlboro.
 - Peter Chacianas, Esq., who represents the owner of Site d, 426 Texas Road, Insurance Auto Auction. He objected to the designation of redevelopment based upon the same arguments contained in the letter from Vincent Rao, Esq.
 - Adam Schechter, owner of Site g, Schechter Enterprises, objected to Sites g, Site i, Marlboro Auto Wreckers & Site j, Morganville Auto Wreckers.
 - Joe Simoneau, of 147 Tennent Road, objected to designation of Site h, Trilenium Auto Salvage, stating that the characteristic for the site were over blown.
 - Peter Koopman, owner of Site a, Aberdeen Auto Salvage, who objected to the designation of Site a, stating that part of it was in Aberdeen and that it was not appropriate for the site to be designated as such.
 - Anthony Corcione, of Site b, Baron's Auto Salvage, objected as to Site b, stating that he found it not to be appropriate.

DETERMINATION OF THE BOARD

10. Board Findings

- a. The Board finds that the report properly designates the study area as qualifying as a "Condemnation Area in Need of Redevelopment" pursuant to the requirements set forth by LRHL. The analysis presented in this study is based upon an examination of existing conditions, site inspections, review of historic data pertaining to the site and area, an assessment of the surrounding development pattern, Master Plan goals, objectives, policy statements and land use

recommendations, zoning provision, official tax maps, aerial photographs, ownership and sales information for the properties within the Study Area, historic data regarding building, police, fire and environmental violations data, any other information pertinent to the study area. The study concludes that all eleven (11) sites satisfy the statutory criteria set forth by the LRHL, as such enables the Township to proceed with a Condemnation Redevelopment Area designation. This finding is based upon the fact that all of the (11) sites meet one or more criterion to be designated as an area in need of redevelopment.

CONCLUSION

The Board at its July 17, 2019 meeting voted to approve the Marlboro Survey Site Study as a Condemnation Area in Need of Redevelopment.

This Resolution of Memorialization was adopted August 7, 2019 by a vote of the majority of the members present, who voted to approve Minor Subdivision approval.

The date of decision shall be August 7, 2019, except that the date of the adoption of this memorializing resolution is the date of decision for the purpose of (1) mailing a copy of the decision to the Applicant within ten (10) days of the date of this decision; (2) filing a copy of the decision with the administrative officer; and, (3) publication of a notice of decision. The date of the publication of the notice of decision shall be the date for the commencement of the vesting protection.

**ROLL CALL VOTE ON MOTION OF IN THE MATTER OF A PUBLIC HEARING
PURSUANT TO NEW JERSEY LOCAL REDEVELOPMENT HOUSING LAW FOR
THE PURPOSE OF INVESTIGATING AND DETERMINING WHETHER CERTAIN
PROPERTIES QUALIFY AS "CONDEMNATION AREAS IN NEED OF
REDEVELOPMENT" PURSUANT TO CRITERIA SET FORTH IN N.J.S.A. 40A:12-5
JULY 17, 2019**

Moved By: Neil Betoff

Seconded By: Councilwoman Mazzola

Those In Favor: Michael Slotopolsky, David Gagliano, Andrew Pargament, Lynn Franco, Mark Barenburg, Councilwoman Mazzola, Michael Adler, Steven Kansky

Those Opposed: Neil Betoff

Those Absent: Rohit Gupta, Mayor Hornik

**ROLL CALL VOTE ON MOTION TO APPROVE
RESOLUTION OF MEMORIALIZATION
SEPTEMBER 4, 2019**

Moved By: Lynn Franco
Seconded By: Mark Barenburg
Those in Favor: Lynn Franco, Mark Barenburg, Michael Adler
Those Opposed: None
Those Absent: Neil Betoff, Michael Slotopolsky, David Gagliano, Andrew Pargament, Councilwoman Mazzola, Mayor Hornik, Steven Kansky

CERTIFICATION

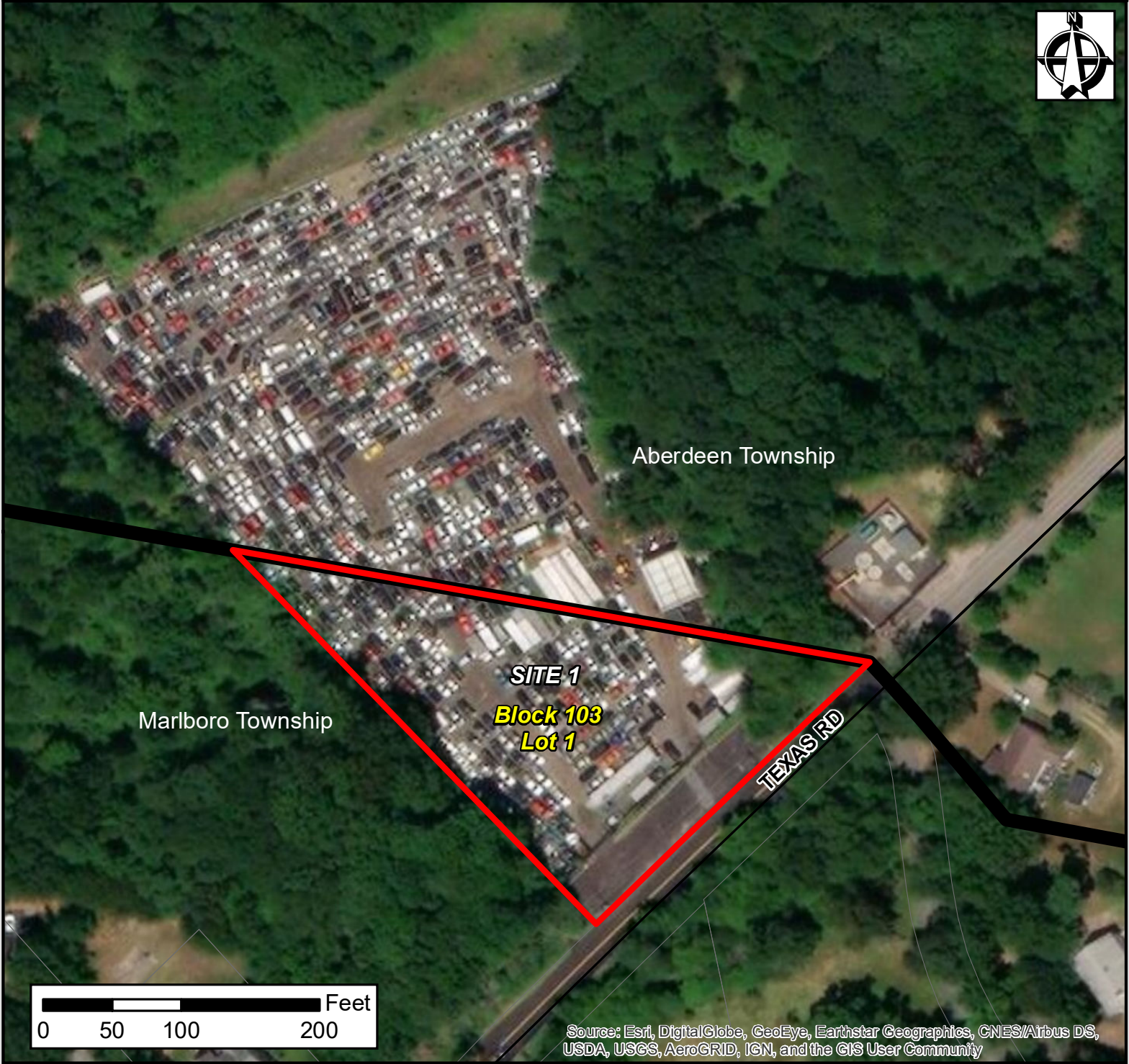
I do hereby certify that the foregoing resolution was adopted by the Marlboro Township Planning Board at its regular meeting held on July 17, 2019. The Resolution memorializes the formal action taken by the Board at this regular meeting held on September 4, 2019.



Mark Barenburg, Chairman
Marlboro Township Planning Board

Appendix B – Parcel Maps

Scattered Site Redevelopment - SITE 1





Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

Scattered Sites Redevelopment Plan

Site 1

**MARLBORO TOWNSHIP
MONMOUTH COUNTY
NEW JERSEY**

Legend

-  Redevelopment Area Parcels
-  Marlboro Boundary



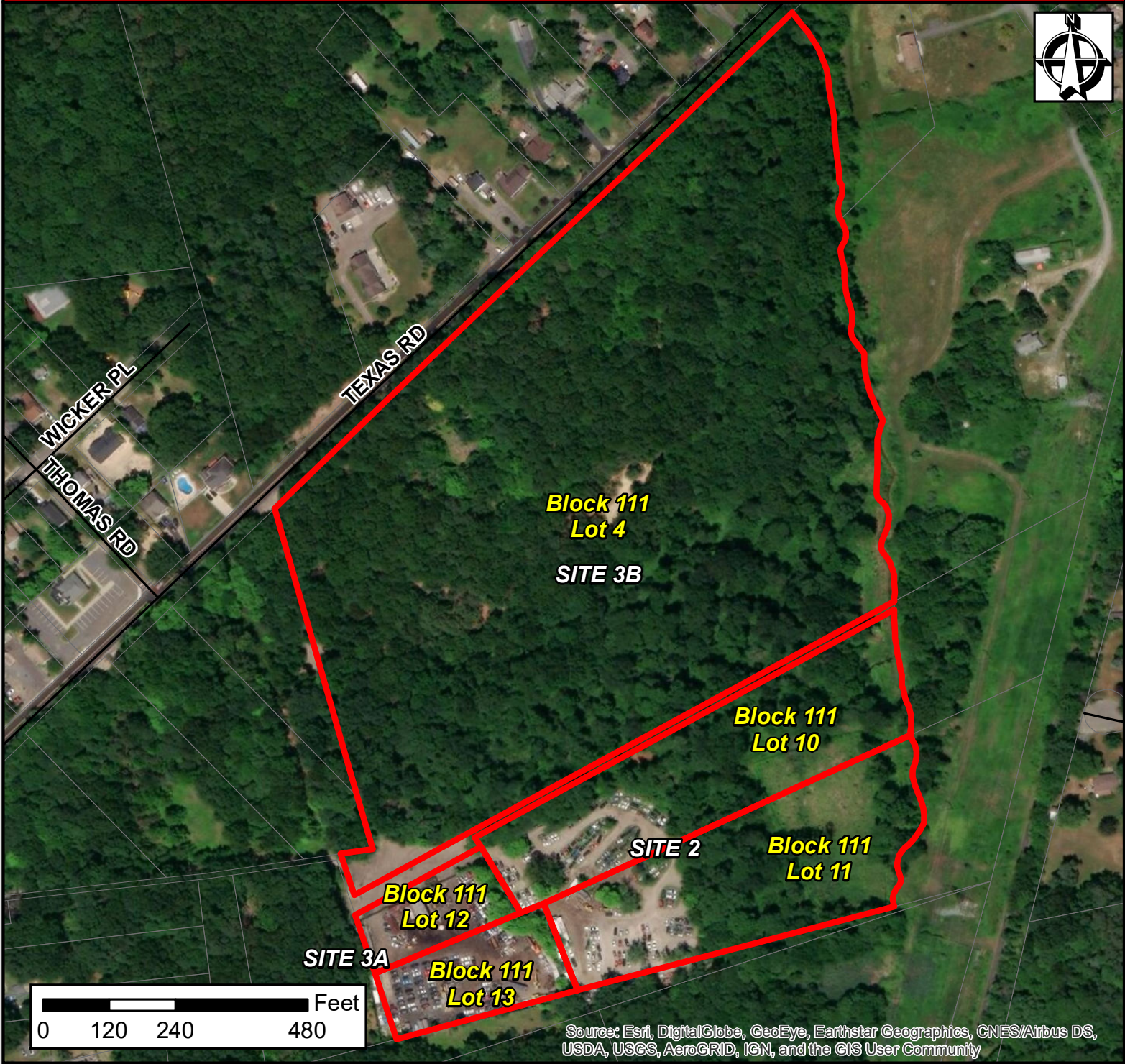
CONSULTING & MUNICIPAL ENGINEERS

3141 BORDENTOWN AVENUE, PARLIN, N.J. 08859
1460 ROUTE 9 SOUTH HOWELL, N.J. 07731
3759 ROUTE 1 SOUTH SUITE 100, MONMOUTH JUNCTION, NJ 08852
ONE MARKET STREET SUITE 1F, CAMDEN, NJ 08102

WWW.CMEUSA1.COM

DATE	SCALE	LAST REVISED	CREATED BY
10/02/19	1 inch = 100 feet	N/A	CD

Scattered Site Redevelopment - SITES 2,3A,3B





Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

Scattered Sites Redevelopment Plan

Sites 2, 3A, 3B

MARLBORO TOWNSHIP
MONMOUTH COUNTY
NEW JERSEY

Legend

-  Redevelopment Area Parcels
-  Marlboro Boundary



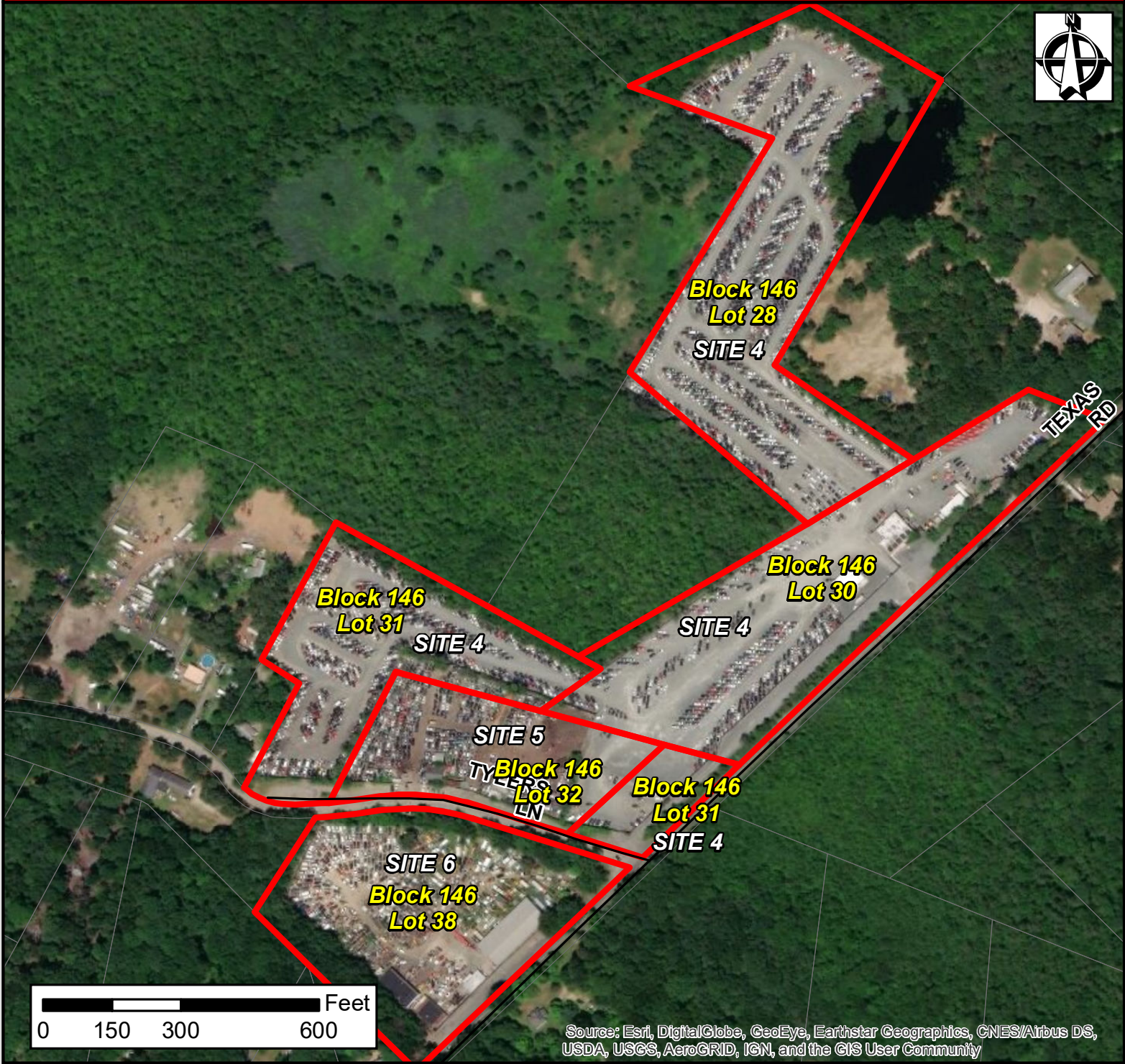
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3759 ROUTE 1 SOUTH SUITE 100, MONMOUTH JUNCTION, NJ 08852
ONE MARKET STREET SUITE 1F, CAMDEN, NJ 08102

WWW.CMEUSA1.COM

DATE	SCALE	LAST REVISED	CREATED BY
10/02/19	1 inch = 250 feet	N/A	CD

Scattered Site Redevelopment - SITES 4,5,6





Scattered Sites Redevelopment Plan

Sites 4,5,6

MARLBORO TOWNSHIP
MONMOUTH COUNTY
NEW JERSEY

Legend

-  Redevelopment Area Parcels
-  Marlboro Boundary



CONSULTING & MUNICIPAL ENGINEERS

3141 BORDENTOWN AVENUE, PARLIN, N.J. 08859
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ONE MARKET STREET SUITE 1F, CAMDEN, NJ 08102

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DATE	SCALE	LAST REVISED	CREATED BY
10/02/19	1 inch = 300 feet	N/A	CD



Scattered Site Redevelopment - SITE 7



Scattered Sites
Redevelopment Plan
Site 7

MARLBORO TOWNSHIP
MONMOUTH COUNTY
NEW JERSEY

Legend

-  Redevelopment Area Parcels
-  Marlboro Boundary



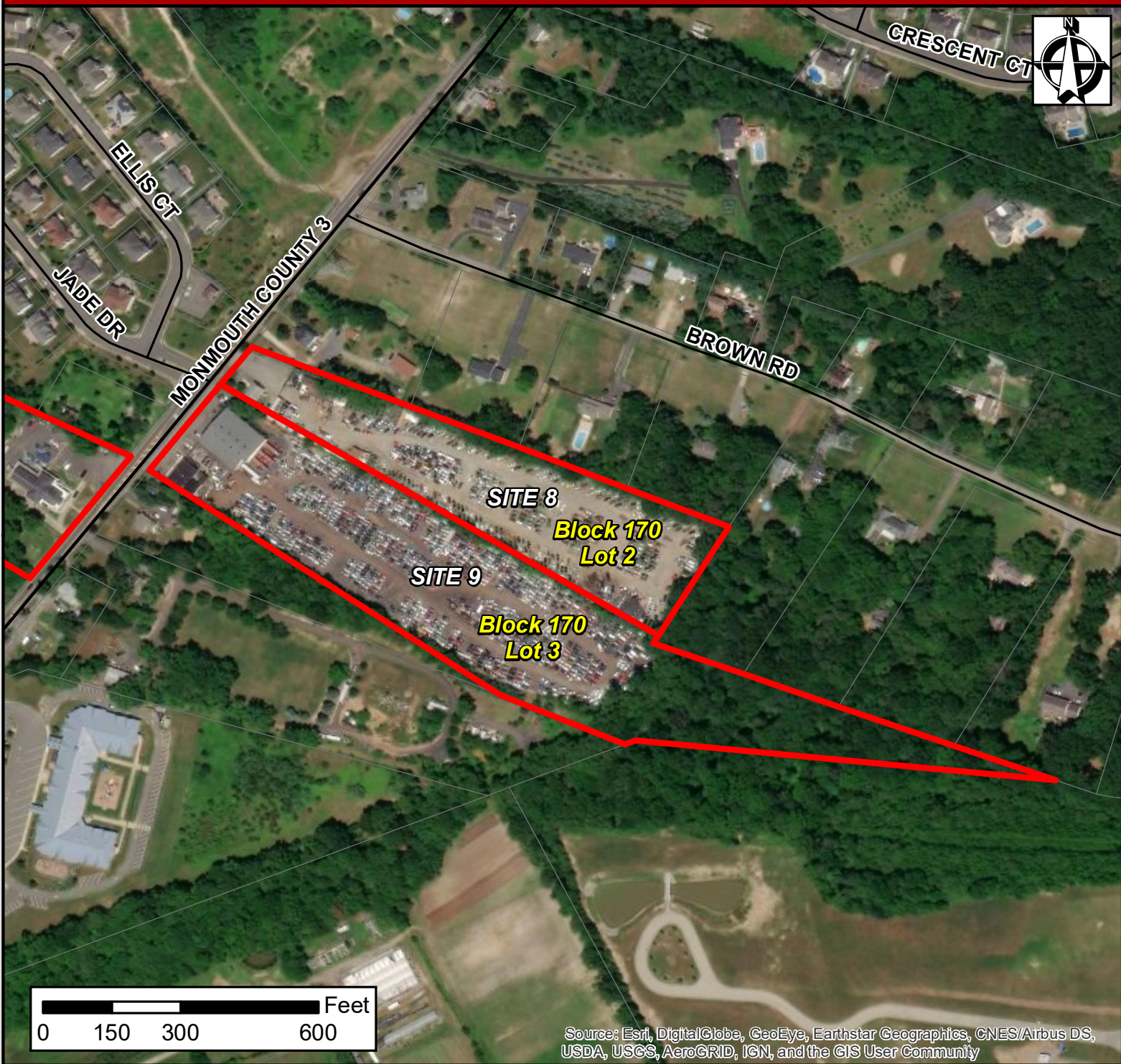
CONSULTING & MUNICIPAL ENGINEERS

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DATE	SCALE	LAST REVISED	CREATED BY
10/02/19	1 inch = 250 feet	N/A	CD

Scattered Site Redevelopment - SITES 8, 9





Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

Scattered Sites Redevelopment Plan

Sites 8, 9

MARLBORO TOWNSHIP
MONMOUTH COUNTY
NEW JERSEY

Legend

-  Redevelopment Area Parcels
-  Marlboro Boundary



CONSULTING & MUNICIPAL ENGINEERS

3141 BORDENTOWN AVENUE, PARLIN, N.J. 08859
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ONE MARKET STREET SUITE 1F, CAMDEN, NJ 08102

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DATE	SCALE	LAST REVISED	CREATED BY
10/02/19	1 inch = 300 feet	N/A	CD

Scattered Site Redevelopment - SITE 10





Scattered Sites Redevelopment Plan

Site 10

MARLBORO TOWNSHIP
MONMOUTH COUNTY
NEW JERSEY

Legend

-  Redevelopment Area Parcels
-  Marlboro Boundary



CONSULTING & MUNICIPAL ENGINEERS

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3759 ROUTE 1 SOUTH SUITE 100, MONMOUTH JUNCTION, NJ 08852
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DATE	SCALE	LAST REVISED	CREATED BY
10/02/19	1 inch = 200 feet	N/A	CD

Scattered Site Redevelopment - SITE 11





Scattered Sites Redevelopment Plan

Site 11

**MARLBORO TOWNSHIP
MONMOUTH COUNTY
NEW JERSEY**

Legend

-  Redevelopment Area Parcels
-  Marlboro Boundary



CONSULTING & MUNICIPAL ENGINEERS

3141 BORDENTOWN AVENUE, PARLIN, N.J. 08859
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3759 ROUTE 1 SOUTH SUITE 100, MONMOUTH JUNCTION, NJ 08852
ONE MARKET STREET SUITE 1F, CAMDEN, NJ 08102

WWW.CMEUSA1.COM

DATE	SCALE	LAST REVISED	CREATED BY
10/02/19	1 inch = 200 feet	N/A	CD

Appendix C – Redevelopment Schedule

Marlboro Scattered Site Redevelopment Schedule		
Task	Duration	Anticipated Time of Completion
Township Designates Properties in Need of Redevelopment	Complete	September 5, 2019
Township Adopts Redevelopment Plan for Area (2 nd reading by Council)	Pending	December 12, 2019
Township meets with property owners	110 days	December 13, 2019– March 2020
Procurement Process to Select and have initial meetings with redeveloper(s)	120 days	April 2020 – July 2020
Negotiate Redeveloper Agreement(s)*	120 days	August 2020 – November 2020
Redeveloper(s) submit site plan/subdivision applications to Planning Board	120 days	December 2020 – March 2021
Site Plan approvals from Planning Board	120 days	April 2021 – July 2021
Resolution Compliance	90 days	September 2021 – November 2021
Receive Building permits from Township	90 days	December 2021 – February 2022
Begin Construction	90 days	March 2022 – May 2022
Complete Construction	365 days	March 2023 – May 2023
Receive C/O	90 days	June 2023 – August 2023

*The Redeveloper Agreement(s) will include a provision for condemnation where up to ninety (90) days will be permitted for negotiations, after which time, if the parties do not reach an agreement for proceeding under non-condemnation, the Township will immediately proceed with condemnation. If condemnation is required it will lengthen the time line shown above by approximately 365 days (1 year).

ORDINANCE #2019-XXX

AN ORDINANCE ADOPTING A REDEVELOPMENT PLAN FOR THE SCATTERED SITES REDEVELOPMENT AREA OF THE TOWNSHIP OF MARLBORO

WHEREAS, on August 10, 2017 the Township Council of the Township of Marlboro (the “Township Council”) previously adopted Resolution 2017-272 directing the Planning Board of the Township of Marlboro (the “Planning Board”) to undertake a preliminary investigation to determine whether those parcels identified on the Township’s tax map as Block 103, Lot 1; Block 111, Lots 10, 11, 12, and 13; Block 146, Lots 28, 30, 31, 32, 33 and 38; Block 147, Lot 34; Block 170, Lots 2 and 3; Block 172, Lot 13 (now known as Lot 13.01), Block 268, Lot 79 met the statutory criteria to be designated as a Condemnation “Area in Need of Redevelopment” pursuant to the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-3 et seq. (the “LRHL”); and

WHEREAS, on October 4, 2018, the Township Council adopted Resolution 2018-293, which further directed the Planning Board to include Block 111, Lot 4 within the area to be investigated; and

WHEREAS, the Planning Board held a public hearing on July 17, 2019 regarding the preliminary investigation of the properties, and said properties were found to meet the standard for an area in need of redevelopment designation including condemnation, and the Planning Board subsequently adopted a resolution (PB 1-2019) recommending that the Township Council designate the Study Area as an “Area in Need of Redevelopment” that includes condemnation authority pursuant to the LRHL; and

WHEREAS, the Township Council subsequently adopted Resolution 2019-281 on September 5, 2019 designating the properties as an “Area in Need of Redevelopment” with condemnation, in accordance with the Planning Board’s recommendation and the LRHL; and directed the Planning Board to prepare a redevelopment plan and to transmit the redevelopment plan to the Township Council for review and adoption; and

WHEREAS, CME Associates prepared a redevelopment plan dated November 14, 2019 providing the development standards for each of the properties within the Scattered Sites Redevelopment Area (on file with the Township Clerk) (the “Redevelopment Plan”); and

WHEREAS, pursuant to the LRHL, the Planning Board must review the Redevelopment Plan and transmit its recommendations relating to the Redevelopment Plan to the Township Council in accordance with the provisions of N.J.S.A. 40A:12A-7(e) of the LRHL; and

WHEREAS, on November 12, 2019 the Township Council adopted a resolution directing the Planning Board to review the Redevelopment Plan and transmit its recommendations relating to the Redevelopment Plan to the Township Council in accordance with the LRHL; and

WHEREAS, on November 12, 2019 the Township Council introduced ordinance numbered 2019-XX adopting the Redevelopment Plan, to ensure the success of redevelopment within the Study Area in conformity with the Township’s redevelopment objectives; and

WHEREAS, on **Date** the Planning Board met and discussed the Redevelopment Plan; and

WHEREAS, on **date** the Planning Board adopted a resolution determining the Redevelopment Plan to be consistent with the Township’s Master Plan, and further favorably recommending the adoption of the Redevelopment Plan; and

WHEREAS, the Township Council believes that the adoption of the Redevelopment Plan is in the best interests of the Township and the development of the Redevelopment Area.

NOW, THEREFORE, BE AND IT IS HEREBY ORDAINED, by the Township Council of the Township of Marlboro, County of Monmouth, State of New Jersey, that the Township Council adopts the Scattered Site Redevelopment Plan, pursuant to the terms of N.J.S.A. 40A:12A-7 of the LHRL; and

BE IT FURTHER ORDAINED, that the zoning ordinances of the Township found at Section 220 of the Township Code of the Township of Marlboro are hereby amended to include the amendments indicated in the Scattered Site Redevelopment Plan and the provisions therein; and

BE IT FURTHER ORDAINED, that if any section, paragraph, subsection, clause or provision of this Ordinance shall be adjudged by the Courts to be invalid, such adjudication shall only apply to the section, paragraph, subsection, clause or provision so adjudicated, and the remainder of the Ordinance shall be deemed invalid and effective.

BE IT FURTHER ORDAINED, that any ordinances or parts thereof in conflict with the provisions of this Ordinance are repealed to the extent of such conflict.

BE IT FURTHER ORDAINED, that this Ordinance shall take effect upon passage and publication in accordance with applicable law.

BE IT FURTHER ORDAINED, that a certified copy of this Ordinance shall be provided to each of the following:

- a. Township Business Administrator
- b. Township Chief Financial Officer
- c. Township Engineer
- d. Louis Rainone, Esq.

PASSED:

ADOPTED:

TOWNSHIP OF MARLBORO

ALIDA MANCO,
MUNICIPAL CLERK

JONATHAN L. HORNIK,
MAYOR

Appendix F:
Affordable Housing Ordinance

November 13, 2019

**TOWNSHIP OF MARLBORO
MONMOUTH COUNTY, NEW JERSEY**

ORDINANCE NO. 2019-XX

AN ORDINANCE REPEALING AND REPLACING IN ITS ENTIRETY CHAPTER 70, ARTICLE I, ARTICLE IA, AND ARTICLE II OF THE “CODE OF THE TOWNSHIP OF MARLBORO” REGARDING AFFORDABLE HOUSING, TO ADDRESS THE REQUIREMENTS OF THE FAIR HOUSING ACT AND THE UNIFORM HOUSING AFFORDABILITY CONTROLS (UHAC) AND TO COMPLY WITH THE TOWNSHIP’S THIRD ROUND AFFORDABLE HOUSING OBLIGATIONS

WHEREAS, the Marlboro Township Planning Board adopted a 2019 Housing Element and Fair Share Plan, which plan was subsequently endorsed by the Mayor and Council of the Township of Marlboro; and

WHEREAS, this ordinance is intended to implement and incorporate the adopted and endorsed Housing Element and Fair Share Plan and addresses the requirements of N.J.A.C. 5:93-1 *et seq.*, as amended and supplemented, N.J.A.C. 5:80-26.1 *et seq.* as amended and supplemented, and the New Jersey Fair Housing Act of 1985;

NOW THEREFORE, BE IT ORDAINED by the Mayor and Council of the Township of Marlboro, in Monmouth County, New Jersey, as follows:

Section 1. Chapter 70, Articles I, IA, and II repealed and replaced. Chapter 70, “Affordable Housing” in the “Code of the Township of Marlboro” (“Code”), Article I (General Provisions), Article IA (Municipal Housing Liaison), and Article II (Housing Trust Fund) are hereby repealed and replaced in their entirety with the following new ordinance chapters:

CHAPTER 70. AFFORDABLE HOUSING

Article I Affordable Housing

§70-1. Purpose and applicability.

The purpose of this chapter is to include provisions addressing the Township of Marlboro’s constitutional obligation to provide for its fair share of low- and moderate-income housing, as directed by the Supreme Court and consistent with N.J.A.C. 5:93-1 *et seq.*, as amended and supplemented, N.J.A.C. 5:80-26.1 *et seq.*, as amended and supplemented, and the New Jersey Fair Housing Act of 1985. This chapter is intended to assure compliance with the regulations of the Council on Affordable Housing (“COAH”) set forth at N.J.A.C. 5:93-1 *et seq.*, and the Uniform Housing Affordability Controls, N.J.A.C. 5:80-26.1 *et seq.*, including provisions for unit affordability controls as well as

November 13, 2019

eligibility for low- and moderate-income households. This chapter shall apply except where inconsistent with applicable law.

§70-2. Intent.

It is the intent of this chapter to regulate the development and management of low- and moderate-income units constructed in compliance with the Housing Plan Element and Fair Share Plan of the Township of Marlboro.

§70-3 Affordable Housing Agency Established

A. Creation. There is hereby created an Affordable Housing Agency (the "Agency") of the Township of Marlboro.

B. Composition

- 1) The Agency shall consist of five members, and two alternate members, all of whom shall be appointed by the Mayor. No more than two of the membership of the Affordable Housing Agency shall be Township officials. All remaining members must be Township residents. However, one appointment shall be reserved for a tenant or owner/occupant of a very-low-, low- or moderate-income unit who is not a Township official.
- 2) Alternate members shall have all of the powers of regular members when sitting in place of a regular member. Until such time as a very-low-, low- or moderate-income owner/occupant or tenant appointment can be made, an alternate member shall function as a regular member.
- 3) The Mayor shall designate one regular member to serve as Chairperson and one member to serve as Vice Chairperson.
- 4) Attendance by three regular members or alternate members shall constitute a quorum. Passage of any motion requires an affirmative vote by a majority of the members present.
- 5) The initial term of office of the Affordable Housing Agency members shall be one, two or three years, to be designated by the Mayor in making the appointment. The terms of office shall thereafter be three years. The appointments shall be made in such a manner so that the terms of approximately 1/3 of the members shall expire each year.

C. Vacancies; removal for cause. The Mayor may remove any member of the Affordable Housing Agency for cause. Written charges served upon the member

November 13, 2019

shall be followed by a hearing before the Marlboro Township Council thereon, at which time the member shall be entitled to be heard either in person or by counsel. A vacancy in the Affordable Housing Agency occurring other than by expiration of the term shall be filled for the unexpired term in the same manner as an original appointment.

D. Powers and duties. The powers and duties of the Affordable Housing Agency shall be as follows:

- 1) The owner of each potentially covered residential building in Marlboro Township shall be contacted by the Affordable Housing Agency and informed of the plan to compensate eligible households for rehabilitation of the buildings in which they live. All residential buildings deemed deficient shall be eligible for the rehabilitation subsidies, provided that additional documentation is given to the Affordable Housing Agency in order to certify eligibility in accordance with this Rehabilitation Article of this chapter.
- 2) The Agency shall take any such action as may be necessary and authorized under this chapter to implement the policies and goals of this chapter, along with any applicable provision(s) and/or requirements of the New Jersey Fair Housing Act (N.J.S.A. 52:27D-301 et seq.), any procedural or substantive rules promulgated by the New Jersey Council on Affordable Housing (N.J.A.C. 5:96 and 5:97 et seq.), or any provisions of the Uniform Housing Affordability Controls regulations (N.J.A.C. 5:80-26.1 et seq.), to ensure that housing units designated as very-low-, low- or moderate-income units, once constructed, shall remain affordable to and be occupied by very-low-, low- or moderate-income households.
- 3) To report semiannually to the Mayor and Township Council on the status of very-low-, low- and moderate-income units, including but not limited to such things as the Agency's enforcement actions in connection with any matters or units with the Agency's jurisdiction.
- 4) To take enforcement action, as authorized by § 70-21 of this chapter, against any person or entity for violation of this chapter, the New Jersey Fair Housing Act (N.J.S.A. 52:27D-301 et seq.); the Uniform Affordability Controls Act (N.J.A.C. 5:80-26.1 et seq.); and/or the substantive and procedural rules promulgated from time to time by the Council on Affordable Housing (N.J.A.C. 5:96 and 5:97 et seq.).

November 13, 2019

- 5) To ensure compliance and accountability of the administrative agent pursuant to N.J.A.C. 5:80-26.18(a).
 - 6) To periodically review this chapter to ensure that it is not in conflict with the UHAC.
 - 7) To provide all reasonable and necessary assistance in support of the administrative agent's efforts to ensure effective compliance with the controls set forth in the UHAC.
 - 8) To ensure that by no later than June 30 of any given year that an annual mailing is made to all affordable units within the Township which shall request that the owner verify all the information required in the annual mailing set forth in the UHAC [N.J.A.C. 5:80-26.18(d)(4)] as well as Appendices J and K therein.
 - 9) To implement and adjudicate the provisions of Chapter 235, entitled "Mobile Homes" of the Code of the Township of Marlboro.
 - 10) To implement and enforce the provisions of § 220-68 entitled "MHD-II Mobile Home Park District" of the Code of the Township of Marlboro.
- E. Appropriation and accountability. The Mayor may appoint special counsel, accountants, financial investigators and professional planners required so that the Affordable Housing Agency can carry out its duties and responsibilities.

§70-4. Reporting requirements.

- A. Trust fund activity. On the first anniversary of the entry of the order granting Marlboro a final judgment of compliance and repose in *In re Township of Marlboro Compliance with Mount Laurel Third Round Affordable Housing Obligation*, and every anniversary thereafter through the end of the repose period, the Township shall provide annual reporting of its affordable housing trust fund activity to the New Jersey Department of Community Affairs, Council on Affordable Housing or Division of Local Government Services, or other entity designated by the State of New Jersey, with a copy provided to Fair Share Housing Center and posted on the municipal website, using forms developed for this purpose by the New Jersey Department of Community Affairs, Council on Affordable Housing or Division of Local Government Services. 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.

November 13, 2019

- B. Affordable housing activity. On the first anniversary of the entry of the order granting Marlboro a final judgment of compliance and repose in *In re Township of Marlboro Compliance with Mount Laurel Third Round Affordable Housing Obligation*, and every anniversary thereafter through the end of the repose period, the Township shall provide annual reporting of the status of all affordable housing activity within the Township through posting on the municipal website, with copies provided to Fair Share Housing Center, using forms previously developed for this purpose by the Council on Affordable Housing or any other forms endorsed by the court-appointed special master and Fair Share Housing Center. For the midpoint realistic opportunity review due on July 1, 2020, as required pursuant to N.J.S.A. 52:27D-313, the Township shall post on its municipal website, with copies provided to Fair Share Housing Center, a status report as to its implementation of its affordable housing plan and an analysis of whether any unbuilt sites or unfulfilled mechanisms continue to present a realistic opportunity. Such posting shall invite any interested party to submit comments to the Township, with copies provided to Fair Share Housing Center, regarding whether any sites no longer present a realistic opportunity and should be replaced. Any interested party may by motion request a hearing before the court regarding these issues.
- C. Very low income housing. For the review of very low income housing requirements required by N.J.S.A. 52:27D-329.1, within 30 days of the third anniversary of the entry of the order granting Marlboro a final judgment of compliance and repose in *In re Township of Marlboro Compliance with Mount Laurel Third Round Affordable Housing Obligation*, and every third year thereafter, the Township will post on its municipal website, with copies provided to Fair Share Housing Center, a status report as to its satisfaction of its very low income requirements, including the family very low-income requirements referenced herein. Such posting shall invite any interested party to submit comments to the Township, with copies provided to Fair Share Housing Center, on the issue of whether the Township has complied with its very low-income housing obligation.

§70-5. Definitions.

The following terms when used in this chapter shall have the meanings given in this Section:

ACCESSORY APARTMENT- A self-contained residential dwelling unit with a kitchen, sanitary facilities, sleeping quarters and a private entrance, which is created within an existing home, or through the conversion of an existing structure on the same site, or by an addition to an existing home or accessory building, or by the construction of a new accessory structure on the same site.

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ACT

The Fair Housing Act of 1985, P.L. 1985, c. 222 (N.J.S.A. 52:27D-301 *et seq.*)

ADAPTABLE

Constructed in compliance with the technical design standards of the Barrier Free Subcode, N.J.A.C. 5:23-7.

ADMINISTRATIVE AGENT

The entity designated by the Township to administer affordable units in accordance with this chapter, the regulations of the Council on Affordable Housing set forth at N.J.A.C. 5:93 *et seq.*, and the Uniform Housing Affordability Controls set forth at N.J.A.C. 5:80-26 *et seq.*

AFFIRMATIVE MARKETING

A regional marketing strategy designed to attract buyers and/or renters of affordable units pursuant to N.J.A.C. 5:80-26.15.

AFFORDABILITY AVERAGE

The average percentage of median income at which new restricted units in an affordable housing development are affordable to low- and moderate-income households.

AFFORDABLE

A sales price or rent level that is within the means of a low- or moderate-income household as defined within N.J.A.C. 5:93-7.4, and, in the case of an ownership unit, that the sales price for the unit conforms to the standards set forth in N.J.A.C. 5:80-26.6, as may be amended and supplemented, and, in the case of a rental unit, that the rent for the unit conforms to the standards set forth in N.J.A.C. 5:80-26.12, as may be amended and supplemented.

AFFORDABLE HOUSING DEVELOPMENT

A development included in or approved pursuant to the Housing Element and Fair Share Plan or otherwise intended to address the Township's fair share obligation, and includes, but is not limited to, an inclusionary development, a municipal construction project or a 100 percent affordable housing development.

AFFORDABLE HOUSING PROGRAM(S)

Any mechanism in a municipal fair share plan prepared or implemented to address a municipality's fair share obligation.

AFFORDABLE UNIT

A housing unit proposed or created pursuant to the Fair Housing Act and approved for crediting by the court and/or funded through an affordable housing trust fund.

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AGENCY

The New Jersey Housing and Mortgage Finance Agency established by P.L. 1983, c. 530 (N.J.S.A. 55:14K-1 *et seq.*).

AGE-RESTRICTED UNIT

A housing unit designed to meet the needs of, and exclusively for, the residents of an age-restricted segment of the population such that: 1) all the residents of the development wherein the unit is situated are 62 years of age or older; or 2) at least 80 percent of the units are occupied by one person who is 55 years of age or older; or 3) the development has been designated by the Secretary of the U.S. Department of Housing and Urban Development as “housing for older persons” as defined in Section 807(b)(2) of the Fair Housing Act, 42 U.S.C. § 3607.

ALTERNATIVE LIVING ARRANGEMENTS

A structure in which households live in distinct bedrooms, yet share kitchen and plumbing facilities, central heat and common areas. Alternative living arrangements include, but are not limited to: transitional facilities for the homeless; Class A, B, C, D and E boarding homes as regulated by the State of New Jersey Department of Community Affairs; residential health care facilities as regulated by the New Jersey Department of Health; group homes for the developmentally disabled and mentally ill as licensed and/or regulated by the New Jersey Department of Human Services; and congregate living arrangements.

ASSISTED LIVING RESIDENCE

A facility that is licensed by the New Jersey Department of Health and Senior Services to provide apartment-style housing and congregate dining and to assure that assisted living services are available when needed for four or more adult persons unrelated to the proprietor and that offers units containing, at a minimum, one unfurnished room, a private bathroom, a kitchenette and a lockable door on the unit entrance.

TOWNSHIP

The Township of Marlboro, in Monmouth County, New Jersey.

CERTIFIED HOUSEHOLD

A household that has been certified by an administrative agent as a low-income household or moderate-income household.

COAH

The Council on Affordable Housing, as established by the New Jersey Fair Housing Act (N.J.S.A. 52:27D-301 *et seq.*).

DCA

The State of New Jersey Department of Community Affairs.

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DEFICIENT HOUSING UNIT

A housing unit with health and safety code violations that requires the repair or replacement of a major system. A major system includes weatherization, roofing, plumbing (including wells), heating, electricity, sanitary plumbing (including septic systems), lead paint abatement and/or load bearing structural systems.

DEVELOPER

Any person, partnership, association, company or corporation that is the legal or beneficial owner or owners of a lot or any land included in a proposed development including the holder of an option to contract to purchase, or other person having an enforceable proprietary interest in such land.

DEVELOPMENT

The division of a parcel of land into two or more parcels, the construction, reconstruction, conversion, structural alteration, relocation, or enlargement of any use or change in the use of any building or other structure, or of any mining, excavation or landfill, and any use or change in the use of any building or other structure, or land or extension of use of land, for which permission may be required pursuant to N.J.S.A. 40:55D-1 *et seq.*

FAIR SHARE PLAN

The plan that describes the mechanisms, strategies and the funding sources, if any, by which the Township proposes to address its affordable housing obligation as established in the Housing Element, including the draft ordinances necessary to implement that plan, and addresses the requirements of *N.J.A.C. 5:93-5*.

HOUSING ELEMENT

The portion of the Township's Master Plan, required by the Municipal Land Use Law ("MLUL"), *N.J.S.A. 40:55D-28.b(3)* and the Act, that includes the information required by *N.J.A.C. 5:93-5.1* and establishes the Township's fair share obligation.

INCLUSIONARY DEVELOPMENT

A development containing both affordable units and market rate units. This term includes, but is not limited to: new construction, the conversion of a non-residential structure to residential use and the creation of new affordable units through the gut rehabilitation or reconstruction of a vacant residential structure.

LOW-INCOME HOUSEHOLD

A household with a total gross annual household income equal to 50 percent or less of the regional median household income by household size.

LOW-INCOME UNIT

A restricted unit that is affordable to a low-income household.

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MAJOR SYSTEM

The primary structural, mechanical, plumbing, electrical, fire protection, or occupant service components of a building which include but are not limited to, weatherization, roofing, plumbing (including wells), heating, electricity, sanitary plumbing (including septic systems), lead paint abatement and load bearing structural systems.

MARKET-RATE UNITS

Housing not restricted to low- and moderate-income households that may sell or rent at any price.

MEDIAN INCOME

The median income by household size for the applicable housing region, as adopted annually by COAH or a successor entity approved by the court.

MODERATE-INCOME HOUSEHOLD

A household with a total gross annual household income in excess of 50 percent but less than 80 percent of the regional median household income by household size.

MODERATE-INCOME UNIT

A restricted unit that is affordable to a moderate-income household.

MULTIFAMILY UNIT

A structure containing five or more dwelling units.

NON-EXEMPT SALE

Any sale or transfer of ownership other than the transfer of ownership between husband and wife; the transfer of ownership between former spouses ordered as a result of a judicial decree of divorce or judicial separation, but not including sales to third parties; the transfer of ownership between family members as a result of inheritance; the transfer of ownership through an executor's deed to a class A beneficiary and the transfer of ownership by court order.

RANDOM SELECTION PROCESS

A process by which currently income-eligible households are selected for placement in affordable housing units such that no preference is given to one applicant over another except for purposes of matching household income and size with an appropriately priced and sized affordable unit (e.g., by lottery).

REGIONAL ASSET LIMIT

The maximum housing value in each housing region affordable to a four-person household with an income at 80 percent of the regional median as defined by duly adopted Regional Income Limits published annually by COAH or a successor entity.

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REHABILITATION

The repair, renovation, alteration or reconstruction of any building or structure, pursuant to the Rehabilitation Subcode, N.J.A.C. 5:23-6.

RENT

The gross monthly cost of a rental unit to the tenant, including the rent paid to the landlord, as well as an allowance for tenant-paid utilities computed in accordance with allowances published by DCA for its Section 8 program. In assisted living residences, rent does not include charges for food and services.

RESTRICTED UNIT

A dwelling unit, whether a rental unit or an ownership unit, that is subject to the affordability controls of N.J.A.C. 5:80-26.1, as amended and supplemented, but does not include a market-rate unit financed under UHORP or MONI.

UHAC

The Uniform Housing Affordability Controls set forth in N.J.A.C. 5:80-26 *et seq.*

VERY LOW-INCOME HOUSEHOLD

A household with a total gross annual household income equal to 30 percent or less of the regional median household income by household size.

VERY LOW-INCOME UNIT

A restricted unit that is affordable to a very low-income household.

WEATHERIZATION

Building insulation (for attic, exterior walls and crawl space), siding to improve energy efficiency, replacement storm windows, replacement storm doors, replacement windows and replacement doors, and is considered a major system for purposes of a rehabilitation program.

§70-6. Inclusionary zoning requirements.

To create realistic opportunities for the construction of affordable housing, the following properties shall be zoned to require inclusionary development or development of 100 percent affordable housing units:

- (1) Block 213.01, Lot 44 (Bathgate/MDG site)
- (2) Block 122, Lot 27.04 (M&M site)
- (3) Block 146, Lots 25 and 26 (Weitz/Pallu)
- (4) Block 119, Lot 16 (Weitz/Ashbel)
- (5) Block 415, Lot 22 (EL at Marlboro)

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- (6) Block 149, Lot 16, Block 148, Lot 31 (Wildflower/The Place at Marlboro)
- (7) Block 270, Lot 14 (Marlboro Motor Lodge)
- (8) Block 355, Lots 6, 7, 8 & 11 (Buckdale)
- (9) The Scattered Sites Redevelopment Area (Inclusionary “zoning” enacted via 2019 Scattered Sites Redevelopment Plan):
 - (a) Block 103, Lot 1
 - (b) Block 111, Lots 10, 11, 12, and 13
 - (c) Block 111, Lot 4 (3 Ronson).
 - (d) Block 146, Lots 28, 30, 31, 32, 33, and 38
 - (e) Block 147, Lot 34
 - (f) Block 170, Lots 2 and 3
 - (g) Block 172, Lot 13

Inclusionary developments shall adhere to the following project phasing schedule:

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

Design:

- (a) In inclusionary developments, to the extent possible, low- and moderate-income units shall be integrated with the market units.
- (b) In inclusionary developments, low- and moderate-income units shall have access to all of the same common elements and facilities as the market units.

§70-7. New construction

- (1) Low/moderate split and bedroom distribution of affordable housing units:

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- (a) The fair share obligation shall be divided equally between low- and moderate-income units, except that where there is an odd number of affordable housing units, the extra unit shall be a low-income unit.
- (b) At least 13 percent of all restricted rental units within each bedroom distribution shall be very low-income units (affordable to a household earning 30 percent or less of median income). The very low-income units shall be counted as part of the required number of low income units within the development.
- (c) At least 25 percent of the obligation shall be met through rental units, including at least half in rental units available to families.
- (d) A maximum of 25 percent of the Township's obligation may be met with age restricted units. At least half of all affordable units in the Township's Plan shall be available to families.
- (e) In each affordable development, at least 50 percent of the restricted units within each bedroom distribution shall be low-income units including that 13% shall be very-low income.
- (f) Affordable developments that are not age-restricted shall be structured in conjunction with realistic market demands such that:
 - [1] The combined number of efficiency and one-bedroom units shall be no greater than 20 percent of the total low- and moderate-income units;
 - [2] At least 30 percent of all low- and moderate-income units shall be two-bedroom units;
 - [3] At least 20 percent of all low- and moderate-income units shall be three-bedroom units; and
 - [4] The remaining units may be allocated among two and three-bedroom units at the discretion of the developer.
- (g) Affordable developments that are age-restricted shall be structured such that the number of bedrooms shall equal the number of age-restricted low- and moderate-income units within the inclusionary development. This standard may be met by having all one-bedroom units or by having a two-bedroom unit for each efficiency unit.

(2) Accessibility requirements:

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(a) The first floor of all restricted townhouse dwelling units and all restricted units in all other multistory buildings shall be subject to the technical design standards of the Barrier Free Subcode, N.J.A.C. 5:23-7.

(b) All restricted townhouse dwelling units and all restricted units in other multistory buildings in which a restricted dwelling unit is attached to at least one other dwelling unit shall have the following features:

[1] An adaptable toilet and bathing facility on the first floor; and

[2] An adaptable kitchen on the first floor; and

[3] An interior accessible route of travel on the first floor; and

[4] An adaptable room that can be used as a bedroom, with a door or the casing for the installation of a door, on the first floor; and

[5] If not all of the foregoing requirements in b.1) through b.4) can be satisfied, then an interior accessible route of travel must be provided between stories within an individual unit, but if all of the terms of paragraphs b.1) through b.4) above have been satisfied, then an interior accessible route of travel shall not be required between stories within an individual unit; and

[6] An accessible entranceway as set forth at P.L. 2005, c. 350 (N.J.S.A. 52:27D-311a *et seq.*) and the Barrier Free Subcode, N.J.A.C. 5:23-7, or evidence that the Township has collected funds from the developer sufficient to make 10 percent of the adaptable entrances in the development accessible:

[a] Where a unit has been constructed with an adaptable entrance, upon the request of a person with disabilities who is purchasing or will reside in the dwelling unit, an accessible entrance shall be installed.

[b] To this end, the builder of restricted units shall deposit funds within the Township affordable housing trust fund sufficient to install accessible entrances in 10 percent of the affordable units that have been constructed with adaptable entrances.

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- [c] The funds deposited under paragraph [6][b] above shall be used by the Township for the sole purpose of making the adaptable entrance of an affordable unit accessible when requested to do so by a person with a disability who occupies or intends to occupy the unit and requires an accessible entrance.
- [d] The developer of the restricted units shall submit a design plan and cost estimate to the Township Construction Official for the conversion of adaptable to accessible entrances.
- [e] Once the Construction Official has determined that the design plan to convert the unit entrances from adaptable to accessible meet the requirements of the Barrier Free Subcode, N.J.A.C. 5:23-7, and that the cost estimate of such conversion is reasonable, payment shall be made to the Township's affordable housing trust fund in care of the Township Chief Financial Officer who shall ensure that the funds are deposited into the affordable housing trust fund and appropriately earmarked.
- [f] Full compliance with the foregoing provisions shall not be required where an entity can demonstrate that it is "site impracticable" to meet the requirements. Determinations of site impracticability shall be in compliance with the Barrier Free Subcode, N.J.A.C. 5:23-7.

(3) Maximum rents and sales prices:

- (a) In establishing rents and sales prices of affordable housing units, the administrative agent shall follow the procedures set forth in UHAC utilizing the most recently published regional weighted average of the uncapped Section 8 income limits published by HUD and by the Superior Court.
- (b) The maximum rent for restricted rental units within each affordable development shall be affordable to households earning no more than 60 percent of median income, and the average rent for restricted rental units shall be affordable to households earning no more than 52 percent of median income.
- (c) The developers and/or municipal sponsors of restricted rental units shall establish at least one rent for each bedroom type for both low-

income and moderate-income units, provided that at least 13 percent of all low- and moderate-income rental units shall be affordable to very low-income households, earning 30 percent or less of the regional median household income, with such very low-income units counted toward the low-income housing requirement.

- (d) The maximum sales price of restricted ownership units within each affordable development shall be affordable to households earning no more than 70 percent of median income, and each affordable development must achieve an affordability average of 55 percent for restricted ownership units; in achieving this affordability average, moderate-income ownership units must be available for at least three different sales prices for each bedroom type, and low-income ownership units must be available for at least two different sales prices for each bedroom type.
- (e) In determining the initial sales prices and rent levels for compliance with the affordability average requirements for restricted units other than assisted living facilities and age-restricted developments, the following standards shall be used:
 - [1] A studio unit shall be affordable to a one-person household;
 - [2] A one-bedroom unit shall be affordable to a one and one-half person household;
 - [3] A two-bedroom unit shall be affordable to a three-person household;
 - [4] A three-bedroom unit shall be affordable to a four and one-half person household; and
 - [5] A four-bedroom unit shall be affordable to a six-person household.
- (f) In determining the initial sales prices and rents for compliance with the affordability average requirements for restricted units in assisted living facilities and age-restricted developments, the following standards shall be used:
 - [1] A studio shall be affordable to a one-person household;
 - [2] A one-bedroom unit shall be affordable to a one and one-half person household; and

[3] A two-bedroom unit shall be affordable to a two-person household or to two one-person households.

- (g) The initial purchase price for all restricted ownership units shall be calculated so that the monthly carrying cost of the unit, including principal and interest (based on a mortgage loan equal to 95 percent of the purchase price and the Federal Reserve H.15 rate of interest), taxes, homeowner and private mortgage insurance and condominium or homeowner association fees do not exceed 28 percent of the eligible monthly income of the appropriate size household as determined under N.J.A.C. 5:80-26.4, as may be amended and supplemented; provided, however, that the price shall be subject to the affordability average requirement of N.J.A.C. 5:80-26.3, as may be amended and supplemented.
- (h) The initial rent for a restricted rental unit shall be calculated so as not to exceed 30 percent of the eligible monthly income of the appropriate size household, including an allowance for tenant paid utilities, as determined under N.J.A.C. 5:80-26.4, as may be amended and supplemented; provided, however, that the rent shall be subject to the affordability average requirement of N.J.A.C. 5:80-26.3, as may be amended and supplemented.
- (i) The price of owner-occupied low- and moderate-income units may increase annually based on the percentage increase in the regional median income limit for each housing region. In no event shall the maximum resale price established by the administrative agent be lower than the last recorded purchase price.
- (j) The rent of low- and moderate-income units may be increased annually based on the permitted percentage increase in the Regional Income Limits chart. This increase shall not exceed nine percent in any one year. Rents for units constructed pursuant to low- income housing tax credit regulations shall be indexed pursuant to the regulations governing low- income housing tax credits.

§70-8. Utilities.

- A. Affordable units shall utilize the same type of heating source as market units within an inclusionary development.

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- B. Tenant-paid utilities included in the utility allowance shall be set forth in the lease and shall be consistent with the utility allowance approved by HUD for its Section 8 program.

§70-9. Occupancy Standards.

- A. In referring certified households to specific restricted units, the administrative agent shall, to the extent feasible and without causing an undue delay in the occupancy of a unit, strive to:
 - (1) Provide an occupant for each bedroom;
 - (2) Provide children of different sexes with separate bedrooms;
 - (3) Provide separate bedrooms for parents and children; and
 - (4) Prevent more than two persons from occupying a single bedroom.
- B. Additional provisions related to occupancy standards (if any) shall be provided in the municipal Operating Manual.

§70-10. Control periods for restricted ownership units and enforcement mechanisms.

- A. Control periods for restricted ownership units shall be in accordance with N.J.A.C. 5:80-26.5, as may be amended and supplemented, and each restricted ownership unit shall remain subject to the requirements of this chapter for a period of at least thirty (30) years and thereafter until the Township takes action by ordinance to release the unit from such requirements; prior to such action, a restricted ownership unit shall remain subject to the requirements of N.J.A.C. 5:80-26.1, as may be amended and supplemented.
- B. The affordability control period for a restricted ownership unit shall commence on the date the initial certified household takes title to the unit.
- C. Prior to the issuance of the initial certificate of occupancy for a restricted ownership unit and upon each successive sale during the period of restricted ownership, the administrative agent shall determine the restricted price for the unit and shall also determine the non-restricted, fair market value of the unit based on either an appraisal or the unit's equalized assessed value without the restrictions in place.
- D. At the time of the initial sale of the unit, the initial purchaser shall execute and deliver to the administrative agent a recapture note obligating the purchaser (as well as the purchaser's heirs, successors and assigns) to repay, upon the first non-exempt sale

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after the unit's release from the restrictions set forth in this chapter, an amount equal to the difference between the unit's non-restricted fair market value and its restricted price, and the recapture note shall be secured by a recapture lien evidenced by a duly recorded mortgage on the unit.

E. The affordability controls set forth in this chapter shall remain in effect despite the entry and enforcement of any judgment of foreclosure with respect to restricted ownership units.

(1) Provisions for first-purchase money mortgagees.

- (a) The terms and restrictions of this chapter shall be subordinate only to the first-purchase money mortgage lien on any very-low-, low- and moderate-income unit 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 default as such remedies are set forth in the first-purchase money mortgage documents for the unit.
- (b) So long as the first-purchase money mortgage is not sold to the Federal National Mortgage Association or in the secondary mortgage market, the first-purchase money mortgagee and/or mortgage servicer shall serve written notice upon the Agency within 10 days after the first-purchase money mortgage is three months in arrears and within 10 calendar days of the filing of the complaint seeking foreclosure of the first-purchase money mortgage held on a very-low-, low- and moderate-income unit.
- (c) The obligation of the first-purchase money mortgagee and/or servicer to notify the Affordable Housing Agency and/or the Administrative Agent shall cease automatically and immediately upon the sale of the first-purchase money mortgage to the Federal National Mortgage Association or in the secondary mortgage market, unless the rules and regulations are amended so as to not prohibit or exclude placing such obligation, in which case an instrument duly evidencing same must be recorded with the office of the Recorder, Monmouth County, New Jersey, and the Clerk of the Township of Marlboro before any such obligation shall exist.
- (d) Provided that the first-purchase money mortgagee is obligated to give the Affordable Housing Agency the above-mentioned notices, the first-purchase money mortgage shall also serve written notice of any proposed foreclosure sale upon the Affordable Housing Agency at least 30 days prior to the first scheduled date of such sale.

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- (e) The first-purchase money mortgagee shall serve notice upon the Affordable Housing Agency within 30 days of the sale of the first-purchase money mortgage to the Federal National Mortgage Association or in the secondary mortgage market.
- (2) The Township of Marlboro and/or the Affordable Housing Agency or any instrumentality designated by the Township shall have the right to purchase any mortgage which is in default at any time prior to the entry of a foreclosure judgment or within the redemption period thereafter. Notification of a default and of the institution of a foreclosure action and of a Sheriff's sale shall be served in writing upon the Chairman of the Affordable Housing Agency as aforesaid. The Township of Marlboro shall at all times be considered a party defendant and/or shall have the right to intervene in any foreclosure action seeking foreclosure of a first mortgage and/or shall have the right to redeem and acquire the owner's equity of redemption or to acquire the unit from the owner upon such terms and conditions as may be determined by the Affordable Housing Agency.
- (3) In the event of foreclosure, the Affordable Housing Agency shall attempt to identify a qualified very-low-, low- and moderate-income purchaser(s) as the case may be and shall give notice to the foreclosing party, and effort shall be made within the confines of the applicable foreclosure laws to sell the housing unit to qualified very-low-, low- and moderate-income households. If such efforts are unsuccessful, the restrictive covenants shall remain in full force and effect. In any case, the Township shall not lose credit for the very-low-, low- and moderate-income unit relating to which the foreclosure proceeding took place.
- (4) Surplus funds. In the event of a foreclosure sale by the holder of the first-purchase money mortgage, the owner shall be personally obligated to pay to the Affordable Housing Agency any surplus funds, which shall be deposited in the Township's Affordable Housing Trust Fund. For purposes of this subsection, surplus funds shall be the total amount paid to the Sheriff in excess of the greater of the maximum resale price of the unit and the amount required to pay and satisfy the first-purchase money mortgage, including the costs of foreclosure plus any second mortgages approved by the Affordable Housing Agency. Surplus funds shall also include all payments to any junior creditors out of such surplus funds, even if such were to the exclusion of the owner. The Affordable Housing Agency shall be given a first-priority lien, second only to the first-purchase money mortgagee of a unit and any taxes or public assessments by a duly authorized governmental body, equal to the full amount of such surplus funds. This obligation of the owner to pay this full amount of surplus funds to the Affordable Housing Agency shall be deemed to be a personal obligation of the owner of record at time of the foreclosure sale, and the Agency shall be empowered to enforce the obligation of the owner in any appropriate court of law or equity as though the same were a

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personal contractual obligation of the owner. Neither the first-purchase money mortgagee nor the purchaser at the foreclosure sale shall be responsible or liable to the Affordable Housing Agency for any portion of this excess. The Affordable Housing Agency may utilize up to 30% of the surplus funds realized in any one calendar year, but in no event to exceed \$10,000 per calendar year, for the purpose of funding operating expenses of the year, for the purpose of funding operating expenses of the Affordable Housing Agency. Other surplus funds shall be used for increasing the opportunities for affordable housing within the Township in accordance with the provisions of this chapter.

(5) Owner's equity.

- (a) Owner's equity shall be determined to be the difference between the maximum resale price of the unit and the total of the assessments, property taxes and other liens which may have been attached against the unit prior to the foreclosure, provided that such total is less than the maximum resale price.
- (b) If there are sums to which the owner is properly entitled, such sums shall be turned over to the owner or placed in an escrow by the Agency for the owner for a maximum period of two years. Any interest accrued or earned on such balance while being held in escrow shall belong to and shall be paid to the Agency.
- (c) This provision is subject, however, to applicable laws of the State of New Jersey governing the distribution and payment of proceeds of foreclosure sales.

F. A restricted ownership unit shall be required to obtain a continuing certificate of occupancy or a certified statement from the Construction Official stating that the unit meets all Uniform Construction Code standards upon the first transfer of title following the removal of the restrictions provided under N.J.A.C. 5:80-26.5(a), as may be amended and supplemented.

§70-11. Price restrictions for restricted ownership units, homeowner association fees and resale prices.

- A. Price restrictions for restricted ownership units shall be in accordance with N.J.A.C. 5:80-26.1, as may be amended and supplemented, including:
 - (1) The initial purchase price for a restricted ownership unit shall be approved by the administrative agent.

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- (2) The administrative agent shall approve all resale prices, in writing and in advance of the resale, to assure compliance with the foregoing standards.
- (3) The master deeds of inclusionary developments shall provide no distinction between the condominium or homeowner association fees and special assessments paid by low- and moderate-income purchasers and those paid by market purchasers.
- (4) The owners of restricted ownership units may apply to the administrative agent to increase the maximum sales price for the unit on the basis of anticipated capital improvements. Eligible capital improvements shall be those that render the unit suitable for a larger household or the addition of a bathroom.

§70-12. Buyer Income Eligibility.

- A. Buyer income eligibility for restricted ownership units shall be in accordance with N.J.A.C. 5:80-26.1, as may be amended and supplemented, such that low-income ownership units shall be reserved for households with a gross household income less than or equal to 50 percent of median income and moderate-income ownership units shall be reserved for households with a gross household income less than 80 percent of median income.
- B. Notwithstanding the foregoing, however, the administrative agent may, upon approval by the Township Mayor and Council, and subject to the court's approval, permit moderate-income purchasers to buy low-income units in housing markets if the administrative agent determines that there is an insufficient number of eligible low-income purchasers to permit prompt occupancy of the units. All such low-income units to be sold to moderate-income households shall retain the required pricing and pricing restrictions for low-income units.
- C. A certified household that purchases a restricted ownership unit must occupy it as the certified household's principal residence and shall not lease the unit; provided, however, that the administrative agent may permit the owner of a restricted ownership unit, upon application and a showing of hardship, to lease the restricted unit to another certified household for a period not to exceed one year.
- D. The administrative agent shall certify a household as eligible for a restricted ownership unit when the household is a low-income household or a moderate-income household, as applicable to the unit, and the estimated monthly housing cost for the particular unit (including principal, interest, taxes, homeowner and private mortgage insurance and condominium or homeowner association fees, as applicable) does not exceed 33 percent of the household's eligible monthly income.

§70-13. Limitations on indebtedness secured by ownership unit; subordination.

- A. Prior to incurring any indebtedness to be secured by a restricted ownership unit, the owner shall apply to the administrative agent for a determination in writing that the proposed indebtedness complies with the provisions of this Section, and the administrative agent shall issue such determination prior to the owner incurring such indebtedness.
- B. With the exception of first purchase money mortgages, neither an owner nor a lender shall at any time cause or permit the total indebtedness secured by a restricted ownership unit to exceed 95 percent of the maximum allowable resale price of the unit, as such price is determined by the administrative agent in accordance with N.J.A.C.5:80-26.6(b).

§70-14. Capital improvements to ownership units.

- A. The owners of restricted ownership units may apply to the administrative agent to increase the maximum sales price for the unit on the basis of capital improvements made since the purchase of the unit. Eligible capital improvements shall be those that render the unit suitable for a larger household or that adds an additional bathroom. In no event shall the maximum sales price of an improved housing unit exceed the limits of affordability for the larger household.
- B. Upon the resale of a restricted ownership unit, all items of property that are permanently affixed to the unit or were included when the unit was initially restricted (for example, refrigerator, range, washer, dryer, dishwasher, wall-to-wall carpeting) shall be included in the maximum allowable resale price. Other items may be sold to the purchaser at a reasonable price that has been approved by the administrative agent at the time of the signing of the agreement to purchase. The purchase of central air conditioning installed subsequent to the initial sale of the unit and not included in the base price may be made a condition of the unit resale provided the price, which shall be subject to 10-year, straight-line depreciation, has been approved by the administrative agent. Unless otherwise approved by the administrative agent, the purchase of any property other than central air conditioning shall not be made a condition of the unit resale. The owner and the purchaser must personally certify at the time of closing that no unapproved transfer of funds for the purpose of selling and receiving property has taken place at the time of or as a condition of resale.

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§70-15. Control periods for restricted rental units.

- A. Control periods for restricted rental units shall be in accordance with N.J.A.C. 5:80-26.11, as may be amended and supplemented, and each restricted rental unit shall remain subject to the requirements of this chapter for a period of at least 30 years and thereafter until the Township takes action by ordinance to release the unit from such requirements. Prior to such action, a restricted rental unit shall remain subject to the requirements of N.J.A.C. 5:80-26.1, as may be amended and supplemented.

- B. Deeds of all real property that include restricted rental units shall contain deed restriction language. The deed restriction shall have priority over all mortgages on the property, and the deed restriction shall be filed by the developer or seller with the records office of the County of Monmouth. The deed shall also identify each affordable unit by apartment number and/or address and whether that unit is designated as a very low, low or moderate income unit. Neither the unit nor its affordability designation shall change throughout the term of the deed restriction. A copy of the filed document shall be provided to the administrative agent within 30 days of the receipt of a certificate of occupancy.

- C. A restricted rental unit shall remain subject to the affordability controls of this chapter despite the occurrence of any of the following events:
 - (1) Sublease or assignment of the lease of the unit;

 - (2) Sale or other voluntary transfer of the ownership of the unit; or

 - (3) The entry and enforcement of any judgment of foreclosure on the property containing the unit.

§70-16. Rent restrictions for rental units; leases.

- A. A written lease shall be required for all restricted rental units and tenants shall be responsible for security deposits and the full amount of the rent as stated on the lease. A copy of the current lease for each restricted rental unit shall be provided to the administrative agent.

- B. No additional fees or charges shall be added to the approved rent (except, in the case of units in an assisted living residence, to cover the customary charges for food and services) without the express written approval of the administrative agent.

- C. Application fees (including the charge for any credit check) shall not exceed five percent of the monthly rent of the applicable restricted unit and shall be payable to the administrative agent to be applied to the costs of administering the controls applicable to the unit as set forth in this chapter.

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D. No rent control ordinance or other pricing restriction shall be applicable to either the market units or the affordable units in any development in which at least 15 percent of the total number of dwelling units are restricted rental units in compliance with this chapter.

§70-17. Tenant income eligibility.

A. Tenant income eligibility shall be in accordance with N.J.A.C. 5:80-26.13, as may be amended and supplemented, and shall be determined as follows:

- (1) Very low-income rental units shall be reserved for households with a gross household income less than or equal to 30 percent of median income.
- (2) Low-income rental units shall be reserved for households with a gross household income less than or equal to 50 percent of median income.
- (3) Moderate-income rental units shall be reserved for households with a gross household income less than 80 percent of median income.

B. The administrative agent shall certify a household as eligible for a restricted rental unit when the household is a very low-income household, low-income household or a moderate-income household, as applicable to the unit, and the rent proposed for the unit does not exceed 35 percent (40 percent for age-restricted units) of the household's eligible monthly income as determined pursuant to N.J.A.C. 5:80-26.16, as may be amended and supplemented; provided, however, that this limit may be exceeded if one or more of the following circumstances exists:

- (1) The household currently pays more than 35 percent (40 percent for households eligible for age-restricted units) of its gross household income for rent, and the proposed rent will reduce its housing costs;
- (2) The household has consistently paid more than 35 percent (40 percent for households eligible for age-restricted units) of eligible monthly income for rent in the past and has proven its ability to pay;
- (3) The household is currently in substandard or overcrowded living conditions;
- (4) The household documents the existence of assets with which the household proposes to supplement the rent payments; or

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- (5) The household documents reliable anticipated third-party assistance from an outside source such as a family member in a form acceptable to the administrative agent and the owner of the unit.
- C. The applicant shall file documentation sufficient to establish the existence of the circumstances in B1 through 5 above with the administrative agent, who shall counsel the household on budgeting.

§70-18. Municipal housing liaison.

- A. The Township shall appoint a specific municipal employee to serve as a municipal housing liaison responsible for administering the affordable housing program, including affordability controls, the affirmative marketing plan, monitoring and reporting, and, where applicable, supervising any contracted administrative agent. The Township shall adopt an ordinance creating the position of municipal housing liaison. The Township shall adopt a resolution appointing a municipal housing liaison. The municipal housing liaison shall be appointed by the governing body and may be a full or part time municipal employee. The municipal housing liaison shall be approved by the court and shall be duly qualified through a training program sponsored by Affordable Housing Professionals of New Jersey before assuming the duties of municipal housing liaison.
- B. The municipal housing liaison shall be responsible for oversight and administration of the affordable housing program for the Township, including the following responsibilities which may not be contracted out to the administrative agent:
- (1) Serving as the Township's primary point of contact for all inquiries from the State, affordable housing providers, administrative agents and interested households;
 - (2) Monitoring the status of all restricted units in the Township's Fair Share Plan;
 - (3) Compiling, verifying and submitting annual monitoring reports as may be required by the court;
 - (4) Coordinating meetings with affordable housing providers and administrative agents, as needed; and
 - (5) Attending continuing education opportunities on affordability controls, compliance monitoring and affirmative marketing at least annually and more often as needed.

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- C. Subject to the approval of the court, the Township shall designate one or more administrative agent(s) to administer newly constructed affordable units in accordance with UHAC. An Operating Manual for each affordable housing program shall be provided by the administrative agent(s) to be adopted by resolution of the governing body and subject to approval of the court. The Operating Manual(s) shall be available for public inspection in the office of the Township Clerk, in the office of the municipal housing liaison, and in the office(s) of the administrative agent(s). The municipal housing liaison shall supervise the contracting administrative agent(s).

§70-19. Administrative agent.

The administrative agent shall be an independent entity serving under contract to and reporting to the Township. For new sale and rental developments, all of the fees of the administrative agent shall be paid by the owners of the affordable units for which the services of the administrative agent are required. For resales, single-family homeowners and condominium homeowners shall be required to pay three percent of the sales price for services provided by the administrative agent related to the resale of their homes. That fee shall be collected at closing and paid directly to the administrative agent. The administrative agent shall perform the duties and responsibilities of an administrative agent as set forth in UHAC, including those set forth in Sections 5:80-26.14, 16 and 18 thereof, which include:

A. Affirmative marketing:

- (1) Conducting an outreach process to affirmatively market affordable housing units in accordance with the Township's affirmative marketing plan and the provisions of N.J.A.C. 5:80-26.15; and
- (2) Providing counseling or contracting to provide counseling services to low- and moderate-income applicants on subjects such as budgeting, credit issues, mortgage qualification, rental lease requirements, and landlord/tenant law.

B. Household certification:

- (1) Soliciting, scheduling, conducting and following up on interviews with interested households;
- (2) Conducting interviews and obtaining sufficient documentation of gross income and assets upon which to base a determination of income eligibility for a low- or moderate-income unit;
- (3) Providing written notification to each applicant as to the determination of eligibility or non-eligibility;

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- (4) Requiring that all certified applicants for restricted units execute a certificate substantially in the form, as applicable, of either the ownership or rental certificates set forth in Appendices J and K of N.J.A.C. 5:80-26.1 et seq.;
- (5) Creating and maintaining a referral list of eligible applicant households living in the housing region and eligible applicant households with members working in the housing region where the units are located; and
- (6) Employing a random selection process as provided in the affirmative marketing plan of the Township when referring households for certification to affordable units.
- (7) Notifying the following entities of the availability of affordable housing units in the Township of Marlboro: Fair Share Housing Center, the New Jersey State Conference of the NAACP, the Latino Action Network, STEPS, OCEAN Inc., the Greater Red Bank, Asbury Park/Neptune, Bayshore, Greater Freehold, Greater Long Branch, and Trenton branches of the NAACP, and the Supportive Housing Association.

C. Affordability controls:

- (1) Furnishing to attorneys or closing agents forms of deed restrictions and mortgages for recording at the time of conveyance of title of each restricted unit;
- (2) Creating and maintaining a file on each restricted unit for its control period, including the recorded deed with restrictions, recorded mortgage and note, as appropriate;
- (3) Ensuring that the removal of the deed restrictions and cancellation of the mortgage note are effectuated and properly filed with the Monmouth County Register of Deeds or County Clerk's office after the termination of the affordability controls for each restricted unit;
- (4) Communicating with lenders regarding foreclosures; and
- (5) Ensuring the issuance of continuing certificates of occupancy or certifications pursuant to N.J.A.C. 5:80-26.10.

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D. Resales and rentals:

- (1) Instituting and maintaining an effective means of communicating information between owners and the administrative agent regarding the availability of restricted units for resale or rental; and
- (2) Instituting and maintaining an effective means of communicating information to low- and moderate-income households regarding the availability of restricted units for resale or re-rental.

E. Processing requests from unit owners:

- (1) Reviewing and approving requests for determination from owners of restricted units who wish to take out home equity loans or refinance during the term of their ownership that the amount of indebtedness to be incurred will not violate the terms of this chapter;
- (2) Reviewing and approving requests to increase sales prices from owners of restricted units who wish to make capital improvements to the units that would affect the selling price, such authorizations to be limited to those improvements resulting in additional bedrooms or bathrooms and the depreciated cost of central air conditioning systems;
- (3) Notifying the Township of an owner's intent to sell a restricted unit; and
- (4) Making determinations on requests by owners of restricted units for hardship waivers.

F. Enforcement:

- (1) Securing annually from the Township a list of all affordable housing units for which tax bills are mailed to absentee owners, and notifying all such owners that they must either move back to their unit or sell it;
- (2) Securing from all developers and sponsors of restricted units, at the earliest point of contact in the processing of the project or development, written acknowledgement of the requirement that no restricted unit can be offered, or in any other way committed, to any person, other than a household duly certified to the unit by the administrative agent;
- (3) Posting annually in all rental properties, including two-family homes, of a notice as to the maximum permitted rent together with the telephone number of the administrative agent where complaints of excess rent or other charges can be made;

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- (4) Sending annual mailings to all owners of affordable dwelling units, reminding them of the notices and requirements outlined in N.J.A.C. 5:80-26.18(d)4;
- (5) Establishing a program for diverting unlawful rent payments to the Township's affordable housing trust fund; and
- (6) Creating and publishing a written operating manual for each affordable housing program administered by the administrative agent, to be approved by the Township Mayor and Council and the court, setting forth procedures for administering the affordability controls.

G. Additional responsibilities:

- (1) The administrative agent shall have the authority to take all actions necessary and appropriate to carry out its responsibilities hereunder.
- (2) The administrative agent shall prepare monitoring reports for submission to the municipal housing liaison in time to meet any monitoring requirements and deadlines imposed by the court.
- (3) The administrative agent shall attend continuing education sessions on affordability controls, compliance monitoring, and affirmative marketing at least annually and more often as needed.

§70-20. Affirmative marketing requirements.

- A. The Township shall adopt by resolution an affirmative marketing plan, subject to approval of the court that is compliant with N.J.A.C. 5:80-26.15, as may be amended and supplemented.
- B. The affirmative marketing plan is a regional marketing strategy designed to attract buyers and/or renters of all majority and minority groups, regardless of race, creed, color, national origin, ancestry, marital or familial status, gender, affectional or sexual orientation, disability, age or number of children to housing units which are being marketed by a developer, sponsor or owner of affordable housing. The affirmative marketing plan is intended to target those potentially eligible persons who are least likely to apply for affordable units in that region. In addition, the affirmative marketing plan shall maintain certain notification requirements. It is a continuing program that directs marketing activities toward Housing Region 4 and is required to be followed throughout the period of restriction.

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- C. The affirmative marketing plan shall provide a regional preference for all households that live and/or work in Housing Region 4, comprised of Monmouth, Mercer, and Ocean Counties.
- D. The Township has the ultimate responsibility for adopting the affirmative marketing plan and for the proper administration of the affirmative marketing program, including initial sales and rentals and resales and rerentals. The administrative agent designated by the Township shall implement the affirmative marketing plan to assure the affirmative marketing of all affordable units.
- E. In implementing the affirmative marketing plan, the administrative agent shall provide a list of counseling services to low- and moderate-income applicants on subjects such as budgeting, credit issues, mortgage qualification, rental lease requirements, and landlord/tenant law.
- F. The affirmative marketing plan shall describe the media to be used in advertising and publicizing the availability of housing. In implementing the affirmative marketing plan, the administrative agent shall consider the use of language translations where appropriate.
- G. The affirmative marketing process for available affordable units shall begin at least four months (120 days) prior to the expected date of occupancy.
- H. Applications for affordable housing shall be available in several locations, including, at a minimum, the County Administration Building and/or the County Library for each county within the housing region; the municipal administration building and the municipal library in the Township in which the units are located; and the developer's rental office. Pre-applications shall be emailed or mailed to prospective applicants upon request.
 - (1) In addition to other affirmative marketing strategies, the Administrative Agent shall provide specific notice of the availability of affordable housing units in Marlboro, and copies of the applications forms, to the following entities: Fair Share Housing Center, the new Jersey State Conference of the NAACP, the Latino Action Network, STEPS, OCEAN Inc., the Supportive Housing Association, and the Greater Red Bank, Asbury Park/Neptune, Bayshore, Greater Freehold, Greater Long Branch, and Trenton branches of the NAACP.
- I. The costs of advertising and affirmative marketing of the affordable units shall be the responsibility of the developer, sponsor or owner.

§70-21 Veterans and first responder preference established

A. As provided under law pursuant to N.J.S.A. 52:27D-311, a preference of up to fifty (50) percent of the affordable housing units in an inclusionary affordable housing development or a one hundred (100) percent affordable housing development in the Township of Marlboro shall be provided to low and moderate income veterans who served in time of war or other emergency, as defined in N.J.S.A. 54:4-8.10.

1) This preference shall be established in the applicant selection process for available affordable units so that applicants who are veterans who served in time of war or other emergency, as referenced in N.J.S.A. 52:27D-311, and who apply within 90 days of the initial marketing period shall receive preference for the rental of the agreed-upon percentage of affordable units. After the first 90 days of the initial 120-day marketing period, if any of those units subject to the preference remain available, then applicants from the general public shall be considered for occupancy. Following the initial 120-day marketing period, previously qualified applicants and future qualified applicants who are veterans who served in time of war or other emergency, as referenced in N.J.S.A. 52:27D-311, shall be placed on a special waiting list as well as the general waiting list. The veterans on the special waiting list shall be given preference for affordable units, as the units become available, whenever the percentage of preference-occupied units falls below the agreed upon percentage. Any agreement to provide affordable housing preferences for veterans pursuant to N.J.S.A. 52:27D-311 shall not affect a municipality's ability to receive credit for the unit from the council, or its successor.

B. If legislation is passed allowing for a first responder preference, the Township reserves the right to allow such a preference consistent with allowable law. At the time of adoption of this ordinance, the Township recognizes that such a preference is not allowed under law. "First responder" shall be defined as a law enforcement officer; paid or volunteer firefighter; paid or volunteer member of a duly incorporated first aid, emergency, ambulance, or rescue squad association; or any other person who, in the course of the person's employment, is dispatched to the scene of a motor vehicle accident or other emergency situation for the purpose of providing medical care or other emergency assistance; and who, in the case of all the foregoing, has served in that capacity for at least two years.

1) If legislation is passed allowing for such a first responder preference, this preference shall be established in the applicant selection process for available affordable units so that applicants who are first responders, and who apply within 90 days of the initial 120-day marketing period, shall receive preference for the rental of the agreed-upon percentage of

affordable units. After the first 90 days of the initial 120-day marketing period, if any of those units subject to the preference remain available, then applicants from the general public shall be considered for occupancy. Following the initial 120-day marketing period, previously qualified applicants and future qualified applicants who are first responders shall be placed on a special waiting list as well as the general waiting list. The first responders on the special waiting list shall be given preference for affordable units, as the units become available, whenever the percentage of preference-occupied units falls below the agreed upon percentage. Any agreement to provide affordable housing preferences for first responders pursuant to N.J.S.A. 52:27D-311 shall not affect a municipality's ability to receive credit for the unit from the council, or its successor.

§70-22 Responsibilities of developers

- A. The responsibilities of the developer shall include but not be limited to the following:
- 1) Submission of information as to financing terms readily available to very-low-, low- and moderate-income households for use by the Affordable Housing Agency in computing maximum sales prices.
 - 2) Submission of an affordable housing plan and an affirmative marketing plan to the Affordable Housing Agency for approval, and submission of proofs of publication to ensure compliance with said plan.
 - 3) The marketing of all very-low-, low- and moderate-income units in accordance with the requirements of this chapter.
 - 4) Submission of quarterly reports to the Affordable Housing Agency detailing the number of very-low-, low- and moderate-income households who have signed leases or purchase agreements, as well as the number who have taken occupancy of lower-income units, including household size, number of bedrooms in the unit, sales price and monthly carrying costs or, in the case of rental units, the monthly rental charges and utilities included.
- B. The developer's responsibilities hereunder shall expire automatically with respect to for-sale of very-low-, low- and moderate- income units upon the date upon which the last very-low-, low- and moderate-income unit within the particular development is sold by the developer. With respect to the rental of very-low-, low- and moderate-income units, the developer's responsibilities shall be assumed by the landlord and shall be performed by the landlord so long as such unit is a

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rental of a very-low-, low- and moderate-income unit and is subject to the restrictions of this chapter.

§70-23 Responsibilities of owners

- A. Prior to reselling or renting his or her very-low-, low- or moderate-income unit, the owner shall provide written proof to the Affordable Housing Agency that the resale or rental has been approved by the authorized state agency.
- B. The owner shall only resell or rent his or her very-low-, low- or moderate-income unit to a qualified purchaser or renter as determined by the Township's administrative agent.
- C. The owner shall be responsible for guaranteeing that the necessary documents are executed and filed at the closing of title or rental of a very-low-, low- or moderate-income unit to assure that the unit remains affordable to and occupied by very-low-, low- or moderate-income households.
- D. In the event that any first mortgagee or other creditor of an owner of a very-low-, low- and/or moderate-income unit exercises its contractual or legal remedies available in the event of default or nonpayment by the owner of a very-low-, low- and moderate-income unit, the owner shall notify the Affordable Housing Agency in writing within 10 days of such exercise by the first mortgagee or creditor and no later than 10 days after service of any summons and complaint.
- E. Any owner of a very-low-, low- and moderate-income unit shall notify the Affordable Housing Agency within 10 days, in writing, of any default in the performance by the owner of any obligation under either the master deed of the condominium association, including the failure to pay any lawful and proper assessment by the condominium association, or any mortgage or other lien against the very-low-, low- and moderate-income unit, which default is not cured within 60 days of the date upon which the default first occurs.
- F. The owner shall not permit any lien of any kind, which includes, but is not limited to, any lien imposed by any federal, state or municipal authority, other than a first-purchase money mortgage, Affordable Housing Agency approved second mortgage and/or lien of the Affordable Housing Agency to attach and remain on the property for more than 60 days.
- G. The owner of a very-low-, low- and moderate-income unit shall keep the unit in good repair and shall not commit waste thereon.

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- H. The owner shall pay all taxes and public assessments and assessments by the condominium association levied upon or assessed against the unit, or any part thereof, as and when the same becomes due and before penalties accrue.
- I. If a very-low-, low- and moderate-income unit is part of a condominium association, the owner, in addition to paying any assessments required to be paid by the master deed of the condominium, shall further fully comply with all of the terms, covenants or conditions of said master deed, as well as fully comply with all terms, conditions and restrictions of this chapter.
- J. The owner will pay all charges of any utility authority when the same become due and before penalties accrue.

§70-24 Responsibilities of condominium or homeowner's associations

As to any complex, development or property which contains a very-low-, low- or moderate-income restricted unit for which a condominium association organized under the Condominium Act (N.J.S.A. 46:8B-1 et seq.), or a homeowners' association has control, management and/or supervision over such affordable unit(s), the condominium or homeowners' association shall provide written notice to the Agency if any owner and/or tenant of an affordable unit (regardless of whether it is very-low-, low- or moderate-income qualified) shall become delinquent in the payment of any monthly assessment(s), fee(s) or charge(s) where the delinquency has existed for a period of 90 days. This written notice shall be provided to the Agency regardless of the amount of the assessment(s), fee(s), or charge(s) that are delinquent for a period of 90 days.

§70-25 Enforcement of affordable housing regulations.

- A. Upon the occurrence of a breach of any of the regulations governing the affordable unit by an owner, developer or tenant, the Township shall have all remedies provided at law or equity, including but not limited to foreclosure, tenant eviction, a requirement for household recertification, acceleration of all sums due under a mortgage, recuperation of any funds from a sale in violation of the regulations, injunctive relief to prevent further violation of the regulations, entry on the premises, and specific performance.
- B. After providing written notice of a violation to an owner, developer or tenant of a low- or moderate-income unit and advising the owner, developer or tenant of the penalties for such violations, the Township may take the following action(s) against the owner, developer or tenant for any violation that remains uncured for a period of 60 days after service of the written notice:
 - (1) The Township may file a court action pursuant to N.J.S.A. 2A:58-11 alleging a violation or violations of the regulations governing the

affordable housing unit. If the owner, developer or tenant is adjudged by the court to have violated any provision of the regulations governing affordable housing units the owner, developer or tenant shall be subject to one or more of the following penalties, at the discretion of the court:

- (a) A fine of not more than \$500.00 per day or imprisonment for a period not to exceed 90 days, or both, provided that each and every day that the violation continues or exists shall be considered a separate and specific violation of these provisions and not a continuation of the initial offense;
 - (b) In the case of an owner who has rented a low- or moderate-income unit in violation of the regulations governing affordable housing units, payment into the Township affordable housing trust fund of the gross amount of rent illegally collected;
 - (c) In the case of an owner who has rented a low- or moderate-income unit in violation of the regulations governing affordable housing units, payment of an innocent tenant's reasonable relocation costs, as determined by the court.
- (2) The Township may file a court action in the Superior Court seeking a judgment that would result in the termination of the owner's equity or other interest in the unit, in the nature of a mortgage foreclosure. Any such judgment shall be enforceable as if the same were a judgment of default of the first purchase money mortgage and shall constitute a lien against the low- or moderate-income unit.
- (a) The judgment shall be enforceable, at the option of the Township, by means of an execution sale by the sheriff, at which time the low- and moderate-income unit of the violating owner shall be sold at a sale price which is not less than the amount necessary to fully satisfy and pay off any first purchase money mortgage and prior liens and the costs of the enforcement proceedings incurred by the Township, including attorney's fees. The violating owner shall have his right to possession terminated as well as his title conveyed pursuant to the sheriff's sale.
 - (b) The proceeds of the sheriff's sale shall first be applied to satisfy the first purchase money mortgage lien and any prior liens upon the low- and moderate-income unit. The excess, if any, shall be applied to reimburse the Township for any and all costs and expenses incurred in connection with either the court action resulting in the judgment of

violation or the sheriff's sale. In the event that the proceeds from the sheriff's sale are insufficient to reimburse the Township in full as aforesaid, the violating owner shall be personally responsible for the full extent of such deficiency, in addition to any and all costs incurred by the Township in connection with collecting such deficiency. In the event that a surplus remains after satisfying all of the above, such surplus, if any, shall be placed in escrow by the Township for the owner and shall be held in such escrow for a maximum period of two years or until such earlier time as the owner shall make a claim with the Township for such. Failure of the owner to claim such balance within the two-year period shall automatically result in a forfeiture of such balance to the Township. Any interest accrued or earned on such balance while being held in escrow shall belong to and shall be paid to the Township, whether such balance shall be paid to the owner or forfeited to the Township.

- (c) Foreclosure by the Township due to violation of the regulations governing affordable housing units shall not extinguish the restrictions of the regulations governing affordable housing units as the same apply to the low- and moderate-income unit. Title shall be conveyed to the purchaser at the sheriff's sale, subject to the restrictions and provisions of the regulations governing the affordable housing unit. The owner determined to be in violation of the provisions of this plan and from whom title and possession were taken by means of the sheriff's sale shall not be entitled to any right of redemption.
- (d) If there are no bidders at the sheriff's sale, or if insufficient amounts are bid to satisfy the first purchase money mortgage and any prior liens, the Township may acquire title to the low- and moderate-income unit by satisfying the first purchase money mortgage and any prior liens and crediting the violating owner with an amount equal to the difference between the first purchase money mortgage and any prior liens and costs of the enforcement proceedings, including legal fees and the maximum resale price for which the low- and moderate-income unit could have been sold under the terms of the regulations governing affordable housing units. This excess shall be treated in the same manner as the excess which would have been realized from an actual sale as previously described.
- (e) Failure of the low- and moderate-income unit to be either sold at the sheriff's sale or acquired by the Township shall obligate the owner to accept an offer to purchase from any qualified purchaser which may be referred to the owner by the Township, with such offer to purchase

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being equal to the maximum resale price of the low- and moderate-income unit as permitted by the regulations governing affordable housing units.

- (f) The owner shall remain fully obligated, responsible and liable for complying with the terms and restrictions of governing affordable housing units until such time as title is conveyed from the owner.

§70-26 Appeals.

Appeals from all decisions of an administrative agent appointed pursuant to this chapter shall be filed in writing with the court.

Section 2. Repealer. All ordinances or parts thereof inconsistent herewith are repealed as to such inconsistencies.

Section 3. Severability. If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

Section 4. Effective Date. This ordinance shall take effect upon its passage, publication, filing with the County of Monmouth, and entry of final judgement of compliance and repose.

PASSED: _____

ADOPTED: _____

ALIDA MANCO
MUNICIPAL CLERK

JONATHAN L. HORNIK
MAYOR

DATED: _____

Appendix G:
Development Fee Ordinance

November 13, 2019

**TOWNSHIP OF MARLBORO
MONMOUTH COUNTY, NEW JERSEY**

ORDINANCE NO. 2019-XX

AN ORDINANCE REPEALING AND REPLACING IN ITS ENTIRETY CHAPTER 70, ARTICLE III AND ARTICLE IV, OF THE “CODE OF THE TOWNSHIP OF MARLBORO” REGARDING AFFORDABLE HOUSING DEVELOPMENT FEES, TO ADDRESS THE REQUIREMENTS OF THE FAIR HOUSING ACT AND THE UNIFORM HOUSING AFFORDABILITY CONTROLS (UHAC) AND TO COMPLY WITH THE TOWNSHIP’S THIRD ROUND AFFORDABLE HOUSING OBLIGATIONS

WHEREAS, the Marlboro Township Planning Board adopted a 2019 Housing Element and Fair Share Plan, which plan was subsequently endorsed by the Mayor and Council of the Township of Marlboro; and

WHEREAS, this ordinance is intended to implement and incorporate the adopted and endorsed Housing Element and Fair Share Plan and addresses the requirements of N.J.A.C. 5:93-1 *et seq.*, as amended and supplemented, N.J.A.C. 5:80-26.1 *et seq.* as amended and supplemented, and the New Jersey Fair Housing Act of 1985;

NOW THEREFORE, BE IT ORDAINED by the Mayor and Council of the Township of Marlboro, in Monmouth County, New Jersey, as follows:

Section 1. Chapter 70, Article III repealed and replaced. Chapter 70, “Affordable Housing” in the “Code of the Township of Marlboro” (“Code”), Article III (Development Fees), is hereby repealed and replaced in its entirety with the following new ordinance chapters:

Article II Development Fees

§70-27. Purpose.

- A. In Holmdel Builder's Association v. Holmdel Township, 121 N.J. 550 (1990), the New Jersey Supreme Court determined that mandatory development fees are authorized by the Fair Housing Act of 1985, N.J.S.A. 52:27d-301 *et seq.*, and the State Constitution, subject to the Council on Affordable Housing's (COAH's) adoption of rules.
- B. Pursuant to P.L. 2008, c. 46, § 8 (N.J.S.A. 52:27D-329.2) and the Statewide Non-Residential Development Fee Act (N.J.S.A. 40:55D-8.1 through 40:55D-8.7), COAH is authorized to adopt and promulgate regulations necessary for the establishment, implementation, review, monitoring and enforcement of municipal affordable housing trust funds and corresponding spending plans. Municipalities that are under the

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jurisdiction of the Council or court of competent jurisdiction and have a COAH-approved spending plan may retain fees collected from nonresidential development.

- C. In Re: Adoption of N.J.A.C. 5:96 and 5:97 by the New Jersey Council on Affordable Housing, 221 N.J. 1 (2015), also known as the Mount Laurel IV decision, the Supreme Court remanded COAH's duties to the Superior Court. As a result, affordable housing development fee collections and expenditures from the municipal affordable housing trust funds to implement municipal Third Round Fair Share Plans through July 1, 2025 are under the Court's jurisdiction and are subject to approval by the Court.
- D. This article establishes standards for the collection, maintenance, and expenditure of development fees pursuant to COAH's regulations and in accordance with P.L. 2008, c. 46, §§ 8 and 32 through 38. Fees collected pursuant to this article shall be used for the sole purpose of providing low- and moderate-income housing. This article shall be interpreted within the framework of COAH's rules on development fees, codified at N.J.A.C. § 5:93-8.

§70-28. Basic requirements.

This section shall become effective at such time that the Superior Court approves the Township's development fee ordinance in accordance with N.J.A.C. 5:93-8.

§70-29. Definitions.

The following terms, as used in this article, shall have the following meanings:

AFFORDABLE HOUSING DEVELOPMENT

A development included in the Housing Element and Fair Share Plan, and includes, but is not limited to, an inclusionary development, a municipal construction project or a one-hundred-percent-affordable development.

COAH or THE COUNCIL

The New Jersey Council on Affordable Housing established under the Fair Housing Act which previously had primary jurisdiction for the administration of housing obligations in accordance with sound regional planning consideration in the state. Pursuant to the opinion and order of the New Jersey Supreme Court dated March 10, 2015, in the matter of "In re Adoption of N.J.A.C. 5:96 and 5:97 by N.J. Council on Affordable Housing (M-392-14) 067126," any reference to COAH or the Council shall be understood to refer to the Superior Court of New Jersey, Law Division-Morris County.

DEVELOPMENT FEES

Funds paid by a *developer* for the improvement of property as permitted in N.J.A.C. 5:93-8.

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DEVELOPER

Any person, partnership, association, company or corporation that is the legal or beneficial owner or owners of a lot or any land proposed to be included in a proposed development including the holder of an option to contract or purchase, or other person having an enforceable proprietary interest in such land.

EQUALIZED ASSESSED VALUE

The assessed value of a property divided by the current average ratio of assessed to true value for the municipality in which the property is situated, as determined in accordance with §§ 1, 5, and 6 of P.L. 1973, c. 123 (N.J.S.A. 54:1-35a through 54:1-35c).

GREEN BUILDING STRATEGIES

Those strategies that minimize the impact of development on the environment, and enhance the health, safety and well-being of residents by producing durable, low-maintenance, resource-efficient housing while making optimum use of existing infrastructure and community services.

§70-30. Residential development fees.

A. Imposed fees.

- 1) Within all zone districts, residential developers, except for developers of the types of development specifically exempted below, shall pay a fee of 1.5% of the equalized assessed value for residential development, provided no increased density is permitted.
- 2) When an increase in residential density pursuant to N.J.S.A. 40:55D-70.d(5) (known as a "d" variance) has been permitted, developers shall be required to pay a development fee of 6% of the equalized assessed value for each additional unit that may be realized. However, if the zoning on a site has changed during the two-year period preceding the filing of such a variance application, the base density for the purposes of calculating the bonus development fee shall be the highest density permitted by right during the two-year period preceding the filing of the variance application.
- 3) Within the Stream Corridor Preservation Residential Zone ("SCPR"), a density bonus is permitted for the cluster development option provided for in this zone. Residential developers within this zone shall pay a development fee of 6% of the equalized assessed value for each additional unit permitted as a result of the density bonus under the cluster development option. On the remaining units, the developer shall pay a development fee of 1.50% of equalized assessed value. Under the cluster development option in the SCPR Zone District, a maximum density of 0.8 lot per gross acre is permitted as a density bonus. In non-cluster developments, the maximum density in the SCPR Zone District is 0.43 lot per gross acre. (The density bonus equals a net of 0.37 lot per gross acre.) If a variance is granted permitting

- development in the SCPR Zone District pursuant to N.J.S.A. 40:55D-70d(5) (referred to as a "d" variance or density variance), then the developer shall be subject to a bonus development fee of 6% of the equalized assessed value per unit on each additional residential unit realized above that which is permitted by right under the existing zoning. On the remaining units, the developer shall be subject to a development fee of 1.50% of the equalized assessed value per unit. However, if the zoning on a site has changed during the two-year period preceding the filing of the "d" variance application, then the base density for the purposes of calculating the bonus development fee shall be the highest density permitted by right during the two years preceding the filing of the "d" variance application.
- 4) Within the R-60/15 Residential District, a density bonus is permitted for the cluster development option provided for in this residential district. Residential developers within this residential district shall pay a development fee of 6% of the equalized assessed value for each additional unit permitted as a result of the density bonus under the cluster development option. On the remaining units, the developer shall pay a development fee of 1.50% of the equalized assessed value. Under the cluster development option in the R-60/15 Residential District, a maximum density of one lot per gross acre is permitted as a density bonus. In non-cluster developments, the maximum density in this residential district is 0.58 lot per gross acre. (The density bonus equals a net of 0.42 lot per gross acre.) If a variance is granted permitting development in the R-60/15 Zone District pursuant to N.J.S.A. 40:55D-70d(5) (referred to as a "d" variance or density variance), then the developer shall be subject to a bonus development fee of 6% of the equalized assessed value per unit on each additional residential unit realized above that which is permitted by right under the existing zoning. On the remaining units, the developer shall be subject to a development fee of 1.50% of the equalized assessed value per unit. However, if the zoning on a site has changed during the two-year period preceding the filing of the "d" variance application, then the base density for the purposes of calculating the bonus development fee shall be the highest density permitted by right during the two years preceding the filing of the "d" variance application.
 - 5) For residential developments in the R-40/30 Residential District which are located on properties that are not included within the consent order identified in § 220-50C of the Code of the Township of Marlboro, New Jersey, residential developers shall pay a development fee in the amount of 6% of the equalized assessed value for each additional unit permitted as a result of rezoning from the R-80 Residential District. On the remaining units, the developer shall pay a development fee of 1.50% of the equalized assessed value. Under the R-40/30 Residential District, a maximum density of 0.87 unit per acre is permitted. Under the previous R-80 Residential District, a maximum density of 0.43 unit per acre is permitted. If a variance is granted permitting development in the R-40/30 Zone District pursuant to N.J.S.A. 40:55D-70d(5) (referred to as a "d" variance or density variance), then the developer shall be subject to a bonus development fee of 6% of the equalized assessed value per unit on each additional residential unit realized above that which is permitted by right under the existing zoning. On the remaining units, the developer shall be subject to a

development fee of 1.50% of the equalized assessed value per unit. However, if the zoning on a site has changed during the two-year period preceding the filing of the "d" variance application, then the base density for the purposes of calculating the bonus development fee shall be the highest density permitted by right during the two years preceding the filing of the "d" variance application.

B. Eligible exactions, ineligible exactions and exemptions for residential development.

- (1) Affordable housing developments shall be exempt from development fees. All other forms of new construction shall be subject to development fees unless exempted below.
- (2) Developers of low- and moderate-income units shall be exempt from paying development fees.
- (3) Developments that have received preliminary or final approval prior to the effective date of the Township's amended development fee ordinance shall be subject to the law in effect at the time of such approval, unless the developer seeks a substantial change in the approval.
- (4) All single-family residential additions, renovations and accessory structures shall be exempt; however, all new residential dwelling units shall be subject to a development fee.
- (5) All multi-family additions, renovations and accessory structures not requiring site plan approval shall be exempt; however, all new residential dwelling units shall be subject to a development fee.
- (6) Homes replaced as a result of a natural disaster (such as fire or flood) shall be exempt from the payment of a development fee.

§70-31. Nonresidential development fees.

A. Imposed fees.

- (1) Within all zoning districts, nonresidential developers, except for developers of the types of development specifically exempted, shall pay a fee equal to 2.5% of the equalized assessed value of the land and improvements, for all new nonresidential construction on an unimproved lot or lots.
- (2) Nonresidential developers, except for developers of the types of development specifically exempted, shall also pay a fee equal to 2.5% of the increase in equalized assessed value resulting from any additions to existing structures to be used for nonresidential purposes.
- (3) Development fees shall be imposed and collected when an existing structure is demolished and replaced. The development fee of 2.5% shall be calculated on the

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difference between the equalized assessed value of the preexisting land and improvement and the equalized assessed value of the newly improved structure, i.e., land and improvement at the time final certificate of occupancy is issued. If the calculation required under this section results in a negative number, the nonresidential development fee shall be zero.

B. Eligible exactions, ineligible exactions and exemptions for nonresidential development.

- (1) The nonresidential portion of a mixed-use inclusionary or market rate development shall be subject to the 2.5% development fee, unless otherwise exempted below.
- (2) The 2.5% fee shall not apply to an increase in equalized assessed value resulting from alterations, change in use within existing footprint, reconstruction, renovations and repairs.
- (3) The 2.5% fee shall not apply to developers of any not-for-profit use; federal, state and municipal government uses; churches and other places of worship; and public schools.
- (4) Nonresidential developments shall be exempt from the payment of nonresidential development fees in accordance with the exemptions required pursuant to P.L. 2008, c. 46, as specified in the Form N-RDF "State of New Jersey Non-Residential Development Certification/Exemption" form. Any exemption claimed by a developer shall be substantiated by that developer.
- (5) A developer of a nonresidential development exempted from the nonresidential development fee pursuant to P.L. 2008, c. 46 shall be subject to it at such time the basis for the exemption no longer applies, and shall make the payment of the nonresidential development fee, in that event, within three years after that event or after the issuance of the final certificate of occupancy of the nonresidential development, whichever is later.
- (6) If a property which was exempted from the collection of a nonresidential development fee thereafter ceases to be exempt from property taxation, the owner of the property shall remit the fees required pursuant to this section within 45 days of the termination of the property tax exemption. Unpaid nonresidential development fees under these circumstances may be enforceable by the Township as a lien against the real property of the owner.

§70-32. Collection of fees.

- A. Upon the granting of a preliminary, final or other applicable approval for a development, the applicable approving authority shall direct its staff to notify the Construction Official responsible for the issuance of a building permit.
- B. For nonresidential developments only, the developer shall also be provided with a copy of Form N-RDF "State of New Jersey Non-Residential Development Certification/Exemption," to be completed as per the instructions provided. The Developer of a nonresidential

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development shall complete Form N-RDF as per the instructions provided. The Construction Official shall verify the information submitted by the nonresidential developer as per the instructions provided in the Form N-RDF. The Tax Assessor shall verify exemptions and prepare estimated and final assessments as per the instructions provided in Form N-RDF.

- C. The Construction Official responsible for the issuance of a building permit shall notify the local Tax Assessor of the issuance of the first building permit for a development which is subject to a development fee.
- D. Within 90 days of receipt of that notice, the Municipal Tax Assessor, based on the plans filed, shall provide an estimate of the equalized assessed value of the development.
- E. The Construction Official responsible for the issuance of a final certificate of occupancy notifies the local Assessor of any and all requests for the scheduling of a final inspection on property which is subject to a development fee.
- F. Within 10 business days of a request for the scheduling of a final inspection, the Municipal Assessor shall confirm or modify the previously estimated equalized assessed value of the improvements of the development; calculate the development fee; and thereafter notify the developer of the amount of the fee.
- G. Should the Township fail to determine or notify the developer of the amount of the development fee within 10 business days of the request for final inspection, the developer may estimate the amount due and pay that estimated amount consistent with the dispute process set forth in Subsection b of § 37 of P.L. 2008, c. 46 (N.J.S.A. 40:55D-8.6).
- H. Fifty percent (50%) of the development fee shall be collected at the time of issuance of the building permit. The remaining portion shall be collected at the issuance of the certificate of occupancy. The developer shall be responsible for paying the difference between the fee calculated at the time of issuance of the building permit and that determined at issuance of the certificate of occupancy.
- I. Appeal of development fees.
 - (1) A developer may challenge residential development fees imposed by filing a challenge with the County Board of Taxation. Pending a review and determination by the Board, collected fees shall be placed in an interest-bearing escrow account by the Township. Appeals from a determination of the Board may be made to the tax court in accordance with the provisions of the State Tax Uniform Procedure Law, N.J.S.A. 54:48-1 et seq., within 90 days after the date of such determination. Interest earned on amounts escrowed shall be credited to the prevailing party.
 - (2) A developer may challenge nonresidential development fees imposed by filing a challenge with the Director of the Division of Taxation. Pending a review and determination by the Director, which shall be made within 45 days of receipt of the challenge, collected fees shall be placed in an interest-bearing escrow account by

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Township. Appeals from a determination of the Director may be made to the tax court in accordance with the provisions of the State Tax Uniform Procedure Law, N.J.S.A. 54:48-1 et seq., within 90 days after the date of such determination. Interest earned on amounts escrowed shall be credited to the prevailing party.

§70-33. Affordable Housing Trust Fund.

- A. There is hereby created a separate, interest-bearing affordable housing trust fund to be maintained by the Chief Financial Officer for the purpose of depositing development fees collected from residential and nonresidential developers and proceeds from the sale of units with extinguished controls.
- B. The following additional funds shall be deposited in the affordable housing trust fund and shall at all times be identifiable by source and amount:
- (1) Payments in lieu of on-site construction of affordable units;
 - (2) Developer-contributed funds to make 10% of the adaptable entrances in a townhouse or other multistory attached development accessible;
 - (3) Rental income from municipally operated units;
 - (4) Repayments from affordable housing program loans;
 - (5) Recapture funds;
 - (6) Proceeds from the sale of affordable units; and
 - (7) Any other funds collected in connection with the Township's affordable housing program.
- C. In the event of a failure by the Township of Marlboro to comply with trust fund monitoring and reporting requirements or to submit accurate monitoring reports; or a failure to comply with the conditions of the judgment of compliance or a revocation of the judgment of compliance; or a failure to implement the approved Spending Plan and to expend funds within the applicable required time period as set forth in In re Tp. of Monroe, 442 N.J. Super. 565 (Law Div. 2015) (aff'd 442 N.J. Super. 563); or the expenditure of funds on activities not approved by the Court; or for other good cause demonstrating the unapproved use(s) of funds, the Court may authorize the State of New Jersey, Department of Community Affairs, Division of Local Government Services (LGS), to direct the manner in which the funds in the Affordable Housing Trust Fund shall be expended, provided that all such funds shall, to the extent practicable, be utilized for affordable housing programs within the Township of Marlboro, or, if not practicable, then within the County or the Housing Region.

Any party may bring a motion before the Superior Court presenting evidence of such condition(s), and the Court may, after considering the evidence and providing the

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municipality a reasonable opportunity to respond and/or to remedy the non-compliant condition(s), and upon a finding of continuing and deliberate non-compliance, determine to authorize LGS to direct the expenditure of funds in the Trust Fund. The Court may also impose such other remedies as may be reasonable and appropriate to the circumstances.

- D. Interest accrued in the Affordable Housing Trust Fund shall only be used to fund eligible affordable housing activities approved by the Court.

§70-34. Use of funds.

- A. The expenditure of all funds shall conform to a spending plan approved by the court. Funds deposited in the housing trust fund may be used for any activity approved by the court to address the Township's fair share obligation and may be set up as a grant or revolving loan program. Such activities include, but are not limited to, preservation or purchase of housing for the purpose of maintaining or implementing affordability controls, rehabilitation, new construction of affordable housing units and related costs, accessory apartment, market to affordable, or regional housing partnership programs, conversion of existing nonresidential buildings to create new affordable units, green building strategies designed to be cost saving and in accordance with accepted national or state standards, purchase of land for affordable housing, improvement of land to be used for affordable housing, extensions or improvements of roads and infrastructure to affordable housing sites, financial assistance designed to increase affordability, administration necessary for implementation of the Housing Element and Fair Share Plan, or any other activity as permitted pursuant to N.J.A.C. 5:93-8 and specified in the approved spending plan.
- B. Development fee revenues shall not be expended to reimburse the Township for past housing activities.
- C. At least 30% of all development fees collected and interest earned shall be used to provide affordability assistance to low- and moderate-income households in affordable units included in the municipal Fair Share Plan. One-third of the affordability assistance portion of development fees collected shall be used to provide affordability assistance to those households earning 30% or less of median income by region.
- (1) Affordability assistance programs may include down payment assistance, security deposit assistance, low-interest loans, rental assistance, assistance with homeowners' association or condominium fees and special assessments, and assistance with emergency repairs.
 - (2) Affordability assistance to households earning 30% or less of median income may include buying down the cost of low- or moderate-income units in the third-round Municipal Fair Share Plan to make them affordable to households earning 30% or less of median income. The use of development fees in this manner shall entitle the Township to bonus credits pursuant to N.J.A.C. 5:94-4.22.

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- (3) Payments in lieu of constructing affordable units on site and funds from the sale of units with extinguished controls shall be exempt from the affordability assistance requirement.
- D. The Township may contract with a private or public entity to administer any part of its Housing Element and Fair Share Plan, including the requirement for affordability assistance, in accordance with N.J.A.C. 5:94-7.
- E. No more than 20% of all revenues collected from development fees may be expended on administration, including, but not limited to, salaries and benefits for municipal employees or consultant fees necessary to develop or implement a new construction program, a Housing Element and Fair Share Plan, and/or an affirmative marketing program. In the case of a rehabilitation program, no more than 20% of the revenues collected from development fees shall be expended for such administrative expenses. Administrative funds may be used for income qualification of households, monitoring the turnover of sale and rental units, and compliance with the monitoring requirements for the affordable housing in compliance with the Housing Element and Fair Share Plan. Legal or other fees related to litigation opposing affordable housing sites or objecting to the Council's regulations and/or action are not eligible uses of the affordable housing trust fund.

§70-35. Monitoring.

On the first anniversary of the order of the Superior Court in the matter of in Re: In the Matter of the Application of the Township of Marlboro for a Declaratory Judgement, Docket No. MON-L-2121-15, and every anniversary thereafter through the end of the repose period, the Township shall provide annual reporting of trust fund activity to the New Jersey Department of Community Affairs ("DCA"), COAH, or Local Government Services ("LGS"), or other entity designated by the State of New Jersey, with a copy provided to Fair Share Housing Center and posted on the municipal website, using forms developed for this purpose by the DCA, COAH, or LGS. This reporting shall include an accounting of all housing trust fund activity, including the collection of development fees from residential and nonresidential developers, payments in lieu of constructing affordable units on site, funds from the sale of units with extinguished controls, barrier-free escrow funds, rental income, repayments from affordable housing program loans, and any other funds collected in connection with the Township's housing program, as well as to the expenditure of revenues and implementation of the plan approved by the court.

§70-36. Ongoing collection of fees.

The ability for the Township to impose, collect and expend development fees shall expire with its judgment of compliance unless the Township has filed an adopted Housing Element and Fair Share Plan with the court or other appropriate jurisdiction, has filed a Declaratory Judgment action and has received court approval of its development fee ordinance. If the Township fails to renew its ability to impose and collect development fees prior to the expiration of its Judgment of Compliance and Repose, it may be subject to forfeiture of any or all funds remaining within its municipal trust fund. Any funds so forfeited shall be deposited into the "New Jersey Affordable Housing Trust Fund" established pursuant to Section 20 of P.L. 1985, c. 222 (N.J.S.A. 52:27D-

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320). The Township shall not impose a residential development fee on a development that receives preliminary or final site plan approval after the expiration of its Judgment of Compliance and Repose, nor shall the Township retroactively impose a development fee on such a development. The Township shall not expend development fees after the expiration of its substantive certification or Judgment of Compliance and Repose.

Section 2. Repealer. All ordinances or parts thereof inconsistent herewith are repealed as to such inconsistencies.

Section 3. Severability. If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

Section 4. Effective Date. This ordinance shall take effect upon its passage, publication, filing with the County of Monmouth, and entry of final judgement of compliance and repose.

PASSED: _____

ADOPTED: _____

ALIDA MANCO
MUNICIPAL CLERK

JONATHAN L. HORNIK
MAYOR

DATED: _____

Appendix H:
Spending Plan

TOWNSHIP OF MARLBORO AFFORDABLE HOUSING TRUST FUND SPENDING PLAN

The Township of Marlboro has a history of compliance with its Mount Laurel affordable housing obligation and has previously implemented all necessary ordinances for establishing an affordable housing trust fund financed through the collection of mandatory development fees to assist in accomplishing the provision of affordable housing.

The Township has prepared a Third Round Housing Element and Fair Share Plan that advances a comprehensive strategy for meeting its regional share of affordable housing need in accordance with the intent of the Municipal Land Use Law (N.J.S.A. 40:55D-1 et seq.) and the Fair Housing Act (N.J.S.A. 52:27D-301), and in accordance with the procedural and substantive requirements of N.J.A.C. 5:93-1 et seq. and N.J.A.C. 5:91-1 et seq. The Township has actively participated in the Third Round compliance process, and has negotiated a Settlement Agreement under court-led mediation and fairness procedures.

The Township's existing development fee ordinance, codified as Chapter 70, Article III of the Township's General Legislation, most recently revised in 2009, will remain in place and continue to require and regulate the collection of residential and non-residential development fees as revenue for the Township's affordable housing trust fund. The sections below outline the Township's plan for the administration and use of collected development fee revenues as per the requirements of N.J.A.C. 5:93-5.1(c).

I. Projected Revenues through 2025

A projection of anticipated revenues to be collected during the tenure of the Third Round has been calculated based on historical annualized trends in the amount of development fees collected to date.

As of January 1, 2019, the Township had a balance of \$14,429,522.54 in the trust fund account. Averaging expenditures for 2018 and the first nine (9) months of 2019, the Township has expended an average of \$315,697.71 per year. Similarly, throughout 2018 and the first nine (9) months of 2019, Marlboro collected an average of \$517,118.30 per year. This figure, in combination with the fund's interest rate, provides a

reasonable estimate for anticipated annual development fee revenues through 2025.

The Township of Marlboro projects a total of \$4,298,556.03 in revenue to be collected from January 1, 2019 to December 31, 2025. This projected amount, when added to the trust fund balance from January 1, 2019, results in an anticipated total revenue of \$18,728,078.57 available to fund and administer the Township's affordable housing plan and programs. All interest earned on the account shall accrue to the account and be used only for the purposes of affordable housing. See the Projected Revenues Table, appended to the end of this Spending Plan.

The Township has not collected any revenue in the form of from payments in lieu of construction of affordable units.

II. Administrative Mechanisms for Collecting and Distributing Revenues

The Township's existing Development Fee Ordinance is recorded in Chapter 70, Article III of Marlboro's General Legislation. Procedures for collection, administration, and distribution of development fees as affordable housing trust fund revenues are fully established in this section. The Township's ordinance complies with P.L. 2008, c.46 section 8 (C. 52:27D-329.2) and the Statewide Non-Residential Development Fee Act (C. 40:55D-8.1 through 8.7).

The Development Fee Ordinance covers the following general topics:

1. Determination of residential development fees;
2. Determination of non-residential development fees;
3. Fee collection procedures;
4. Operation of the affordable housing trust fund;
5. Permitted uses of funds;
6. Monitoring; and
7. Ongoing collection of fees as related to affordable housing compliance.

All development fees are deposited in a separate affordable housing trust fund held in an account Investors Saving Bank. Per stipulations in the Development Fee Ordinance the account and the record of distribution of funds is maintained by the Township's Chief Financial Officer.

III. Anticipated Use of Development Fees

As per the Township's ordinance, development fees shall be used for the sole purpose of providing low- and moderate-income housing. Funding mechanisms can be set up as a grant or revolving loan program to cover costs associated activities including, but not limited to, the following:

1. Preservation or purchase of housing for maintaining or implementing affordability controls;
2. Rehabilitation grants;
3. New construction of affordable housing units and related costs;
4. Implementing accessory apartment, market to affordable, or regional housing partnership programs;
5. Conversion of existing non-residential buildings to create new affordable units;
6. Green building strategies designed to be cost saving and in accordance with accepted national or State standards;
7. Purchase of land or improvement of land to be used for affordable housing;
8. Extensions or improvements of roads and infrastructure to affordable housing sites;
9. Financial assistance designed to increase affordability; and
10. Administration necessary for implementation of the Housing Element and Fair Share Plan.

(A) Anticipated Rehabilitation and New Construction Projects

The Township of Marlboro will dedicate \$8,348,584.88 toward Housing Activity and programs, including rehabilitation opportunities and the development of group homes as supportive needs housing, in the Township as follows:

- Rehabilitation \$1,980,000.00
- Group Home Program \$330,000.00
- Marlboro Motor Lodge Acquisition \$5,224,868.99
- Hamilton MHP Leach Field Repair/Replacement \$950,215.89

Rehabilitation Program

The Township anticipates dedicating \$1,980,000 to its rehabilitation program. As discussed in the Housing Element and Fair Share Plan, Marlboro has a rehabilitation present need obligation of 111 units. One

(1) home in Marlboro Township has been rehabilitated through the Monmouth County Rehabilitation Program and is eligible for credits. Therefore, the Township has an outstanding 110-unit rehab obligation. To address this need, the Township plans to provide eligible households with the equivalent grant funding to meet this obligation at an estimated cost of \$18,000 per grant. See the Projected Expenditures table appended to the end of this spending plan for a yearly breakdown of rehabilitation program expenditures.

Marlboro's Rehabilitation Program is managed by the Marlboro Township Affordable Housing Administrative Agent. The availability of the program shall be advertised continually on the Township's website.

New Construction

Group Home Program

The Township will support the development of a total of 50-unit new bedrooms within group home facilities between 2020 and 2024, at a rate of 10 additional bedrooms each year. The Township anticipates dedicating \$7,500 per bed from the Affordable Housing Trust Fund; however it is important to note that, as the State of New Jersey is anticipated to fund the creation of 6 of these 50 bedrooms on the Hospital site, this Spending Plan provide funding for 44 bedrooms. It is anticipated that up to 100 percent of the bedrooms in the Group Home program will be affordable to very low income residents.

Marlboro Motor Lodge Acquisition

The Township has been in negotiations with the current owner of this property, located at 137 Route 9 South (Block 270, Lot 14) to convert the former motor lodge into 92 residential units comprised of 91 affordable senior rental units and 1 market rate superintendent unit, as discussed in the Housing Element and Fair Share Plan. The Township has an option purchase agreement on the property and intends to acquire the property and seek to develop it utilizing a combination of funds from low income housing tax credits (LIHTC) and \$5,224,868.99 from its Affordable Housing Trust Fund.

Hamilton Mobile Home Park

The Hamilton Mobile Home Park (Block 147, Lot 43) is credited under the Township's Prior Round obligation. The Township intends to utilize \$950,215.89 of Affordable Housing Trust Funds to make capital

improvements for the septic system's leach fields in order to continue appropriate sewer service for the affordable units.

(B) Affordability Assistance Requirement

As per the requirements of N.J.A.C. 5:93-8.16, at least thirty (30%) percent of all development fees and interest earned shall be used to provide low- and moderate-income households in affordable units with affordability assistance. One-third of the required affordability assistance shall specifically be used to provide affordability assistance to very low-income households (i.e. those households earning thirty percent or less of regional median income). The Township anticipates using \$6,440,000 from the Affordable Housing Trust Fund towards affordability assistance.

Extension of Affordability Controls

The Township intends to use \$1,250,000 in funds as a part of its affordability assistance program to extend the affordability controls on the Pointe de Jardin (100 units) and Hamilton Mobile Home Park (25 units) developments, both of which are scheduled to have their affordability controls expire in 2022, within this certification period. This includes using an average of \$10,000 per unit to compensate the current owners of the affordable units for extending the affordability controls a further 30 years.

Mortgage Buy Downs

Wildflower I & II

The Township acquired Block 148, Lot 31 and Block 149, Lot 16 to construct a 100 percent affordable housing development in two (2) phases. Phase I will consist of 154 rental units (153 affordable family units and 1 market rate superintendent unit); of which the Township will ensure that at minimum, 13 percent of the 153 units are affordable to very low-income households. Phase II will consist of an additional 104 family rental units (103 affordable units and 1 market rate superintendent unit); of which the Township will ensure that at minimum, 13 percent of the 103 units proposed are affordable to very low-income households. The Township has acquired these vacant properties for \$0.00 and intends to utilize Affordable Housing Trust funds to buy down the mortgages on the constructed buildings through its affordability assistance program.

Marlboro Motor Lodge

The Township intends to utilize funds as part of its affordability assistance to program to buy down the mortgage on the proposed 91 affordable senior rental units at this site.

The projected minimum affordability assistance requirement through 2025 is calculated as follows:

Trust fund balance as of 01/01/19	\$ 14,429,522.54
Projected development fees plus interest, 2019-2025	\$ 4,295,162.81
PROJECTED TOTAL	\$ 18,724,685.35
Projected minimum affordability assistance requirement (30%)	\$ 5,617,405.60
Projected minimum required for very low-income households (1/3 of total affordability assistance)	\$ 1,872,449.81

(C) Administrative Expenses

Marlboro Township may contract with a private or public entity to administer any part of its Housing Element and Fair Share Plan. Also in accordance with N.J.A.C. 5:93-8.16, the Township can use up to twenty (20%) percent of all revenues collected from development fees on administration, including, but not limited to, salaries and benefits for municipal employees or consultant fees necessary to develop or implement a new construction program, rehabilitation program, a Housing Element and Fair Share Plan, an affirmative marketing program, income qualification of households, monitoring the turnover of sale and rental units, and/or compliance with monitoring requirements.

The projected maximum administrative expenditures through 2025 is calculated as follows:

Trust fund balance as of 01/01/19	\$ 14,429,522.54
Projected development fees plus interest, 2019-	\$ 4,295,162.81

2025	
PROJECTED TOTAL	\$ 18,724,685.35
Projected maximum administrative expenditures (20%)	\$ 3,744,937.07

IV. Schedule for New or Rehabilitated Housing Units

The schedule for new or rehabilitated housing units is documented by year in the Projected Expenditures table attached to this Spending Plan.

V. Implementation in the Event of Unexpected Shortfalls

The Township of Marlboro will commit to funding any shortfall of revenue needed to implement the Housing Element and Fair Share Plan as outlined above. Shortfalls will be addressed as need arises. The Township will fill gaps in funding through municipal bond. Any excess funds shall be put toward additional affordability assistance measures.

VI. In Sum

Marlboro has prepared this Spending Plan in support of the implementation of its Third Round Housing Element and Fair Share plan, and in accordance with the administrative requirements of N.J.A.C. 5:93-1 et seq. The Spending Plan represents the Township's intended use of development fee revenues that are collected in its Housing Trust Fund, illustrating how the Township will use these funds to provide for its fair share of regional affordable housing need.

Housing Trust Fund Marlboro Township, New Jersey								
Projected Revenues for 2019 - 2025								
Funding Source	2019	2020	2021	2022	2023	2024	2025	Total
Balance as of 01/01/2019	\$ 14,429,522.54							\$ 14,429,522.54
Approved Development								\$ -
Projected Development Fees	\$ 517,118.30	\$ 517,118.30	\$ 517,118.30	\$ 517,118.30	\$ 517,118.30	\$ 517,118.30	\$ 517,118.30	\$ 3,619,828.10
Interest	\$ 120,190.23	\$ 126,449.03	\$ 139,963.95	\$ 113,684.36	\$ 81,602.91	\$ 58,297.74	\$ 34,660.67	\$ 674,848.88
Pmts in lieu of construction								
Other funds								
Total	\$ 15,066,831.07	\$ 643,567.33	\$ 657,082.25	\$ 630,802.66	\$ 598,721.21	\$ 575,416.04	\$ 551,778.97	\$ 18,724,199.52
Projected Expenditures for 2019-2025								
Type	2019	2020	2021	2022	2023	2024	2025	Total
Rehabilitation Program	\$ 180,000.00	\$ 270,000.00	\$ 306,000.00	\$ 306,000.00	\$ 306,000.00	\$ 306,000.00	\$ 306,000.00	\$ 1,980,000.00
Group Home Program	\$ -	\$ 67,500.00	\$ 67,500.00	\$ 67,500.00	\$ 67,500.00	\$ 60,000.00	\$ -	\$ 330,000.00
Motor Lodge Acquisition	\$ -	\$ 5,224,868.99	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,224,868.99
Hamilton MHP Leach Field	\$ -	\$ 950,215.89	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 950,215.89
Affordability Assistance	\$ 800,000.00	\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,250,000.00	\$ 800,000.00	\$ 800,000.00	\$ 792,500.00	\$ 6,442,500.00
Administrative Costs	\$ 534,991.01	\$ 534,991.01	\$ 534,991.01	\$ 534,991.01	\$ 534,991.01	\$ 534,991.01	\$ 534,991.01	\$ 3,744,937.07
Total	\$ 1,514,991.01	\$ 8,047,575.89	\$ 1,908,491.01	\$ 2,158,491.01	\$ 1,708,491.01	\$ 1,700,991.01	\$ 1,633,491.01	\$ 18,672,521.95
<i>Projected Balance available for Future Projects and Programs</i>								\$ 51,677.57

Appendix I:
Resolution – Administrative Agent

RESOLUTION # 2019-27

RESOLUTION APPOINTING COMMUNITY GRANTS, PLANNING & HOUSING, LLC AS AFFORDABLE HOUSING AGENT AND AUTHORIZING AFFORDABLE HOUSING ADMINISTRATION SERVICES CONTRACT FOR 2019 PURSUANT TO A FAIR AND OPEN PROCESS IN ACCORDANCE WITH N.J.S.A. 19:44A-20.5

WHEREAS, the Township re-petitioned the Council on Affordable Housing (COAH) for substantive certification of its Housing Element and Fair Share Plan in July of 2010; and

WHEREAS, the Township of Marlboro's Fair Share Plan promotes an affordable housing program pursuant to the Fair Housing Act (N.J.S.A. 52:27D-301, et. seq.) and COAH's Third Round Substantive Rules (N.J.A.C. 5:97-1, et. seq.); and

WHEREAS, a municipality's fair share obligation pursuant to N.J.A.C. 5:97-2.2(a) is comprised, in part, of an owner-occupied rehabilitation obligation as well a rental rehabilitation obligation which pertains to housing units that are both deficient and occupied by low and/or moderate households; and

WHEREAS, the Township has an Affordability Assistance obligation pursuant to N.J.A.C.5:97-8.8; and

WHEREAS, the Township of Marlboro requires the services of an Administrative Agent, same to be appointed pursuant to a fair and open process pursuant to the provisions of N.J.S.A 19:44A-20.5; and

WHEREAS, the Township received and opened a proposal on October 25, 2018 (the "Proposal") from COMMUNITY GRANTS, PLANNING & HOUSING, LLC ("CGP&H"), 101 Interchange Plaza, Suite 301, Cranbury, New Jersey 08512, in response to a Request for Qualifications for the services of an Affordable Housing Administrative Agent issued by the Township on September 21, 2018 which sets forth the terms and conditions under which such services are to be rendered under a contract to be awarded pursuant to a fair and open process in accordance with the provisions of N.J.S.A 19:44A-20.5; and

WHEREAS, COMMUNITY GRANTS, PLANNING & HOUSING, LLC employs licensed professional planners that are certified affordable housing administrative agents; and

WHEREAS, it has been determined that the value of the contract will exceed \$17,500.00; and

WHEREAS, COMMUNITY GRANTS, PLANNING & HOUSING, LLC, 101 Interchange Plaza, Suite 301, Cranbury, New Jersey 08512, will provide the day-to-day Administrative Agent services for a fixed monthly rate of \$1,450.00 to be paid in equal monthly payments totaling \$17,400.00; and

WHEREAS, COMMUNITY GRANTS, PLANNING & HOUSING, LLC will provide Rehabilitation Program Contractor Outreach services for a fixed monthly rate of \$168.00 to be paid in equal monthly payments totaling \$2,016.00; and

WHEREAS, the additional costs under this contract are variable in nature depending upon program demand, and have been estimated as follows:

Sale of Units	\$2,400.00 x 15 = \$36,000.00
Affordability Assistance	\$1,400.00 x 20 = \$28,000.00
Rehabilitation of Units	\$6,318.17 x 6 = \$37,909.00

WHEREAS, with the goal of maximizing the preservation of the Township's affordable unit housing stock, the Administrative Agent's fees associated with the resale of units which are included under this contract will be absorbed by the Affordable Housing Trust Fund; and

WHEREAS, funds in the amount of \$121,325.00 have been certified by the Chief Financial Officer in trust account 15-228-55-054 for this purpose; and

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Marlboro, County of Monmouth and State of New Jersey, that:

1. The Township Council of the Township of Marlboro hereby authorizes and approves of the award of contract to COMMUNITY GRANTS, PLANNING & HOUSING, LLC, 101 Interchange Plaza, Suite 301, Cranbury, New Jersey 08512, pursuant to a fair and open process in accordance with the provisions of N.J.S.A. 19:44A-20.5; and

2. The contract shall provide for compensation at the rates set forth in the proposal received October 25, 2018, a copy of which is attached hereto, in an amount not to exceed \$121,325.00; and


3. That notice of the award of this contract shall be published in accordance with law.

4. That a certified copy of this Resolution shall be provided to each of the following:

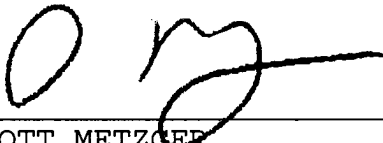
- a. COMMUNITY GRANTS, PLANNING & HOUSING, LLC
- b. Municipal Housing Liaison
- c. Special Counsel on COAH
- d. New Jersey Council on Affordable Housing
- e. Township Business Administrator
- f. Township Attorney
- g. Chief Financial Officer

OFFERED BY: MAZZOLA AYES: 5

SECONDED BY: CANTOR NAYS: 0



ALIDA MANCO,
MUNICIPAL CLERK
1/3/2019



SCOTT METZGER
COUNCIL PRESIDENT

CERTIFICATION

I hereby certify the above to be a true and exact copy of a Resolution adopted by the Township Council of the Township of Marlboro at a meeting held on 1-3-2019



Township Clerk

NOTICE

TAKE NOTICE that a professional services contract was awarded by the Township Council of the Township of Marlboro by Re. #2019-27 on January 3, 2019 as follows:

CONTRACTOR: COMMUNITY GRANTS, PLANNING & HOUSING, LLC
101 Interchange Plaza, Suite 301
Cranbury, NJ 08512

NATURE OF SERVICES: Affordable Housing Administrative Agent

COMPENSATION: \$1,450.00 per month plus variable fees as specified in proposal for a total not to exceed amount of \$121,325.00

DURATION: Until December 31, 2019



ALIDA MANCO, MUNICIPAL CLERK

Dated: January 3, 2019

2019 AFFORDABLE HOUSING REGIONAL INCOME LIMITS BY HOUSEHOLD SIZE

Income limits not officially adopted by the State of New Jersey. Contact your municipality to see if applicable in your jurisdiction. Additional information about AHPNJ income limits is posted on AHPNJ.org

		1 Person	*1.5 Person	2 Person	*3 Person	4 Person	*4.5 Person	5 Person	6 Person	7 Person	8+ Person	Max Increase		Regional Asset
												Rents**	Sales***	Limit****
Region 1 Bergen, Hudson, Passaic and Sussex	Median	\$66,607	\$71,365	\$76,122	\$85,637	\$95,153	\$98,959	\$102,765	\$110,377	\$117,989	\$125,602	2.6%	4.73%	\$183,994
	Moderate	\$53,286	\$57,092	\$60,898	\$68,510	\$76,122	\$79,167	\$82,212	\$88,302	\$94,391	\$100,481			
	Low	\$33,303	\$35,682	\$38,061	\$42,819	\$47,576	\$49,479	\$51,382	\$55,189	\$58,995	\$62,801			
	Very Low	\$19,982	\$21,409	\$22,837	\$25,691	\$28,546	\$29,688	\$30,829	\$33,113	\$35,397	\$37,680			
Region 2 Essex, Morris, Union and Warren	Median	\$70,537	\$75,576	\$80,614	\$90,691	\$100,767	\$104,798	\$108,829	\$116,890	\$124,952	\$133,013	2.6%	5.67%	\$193,321
	Moderate	\$56,430	\$60,460	\$64,491	\$72,553	\$80,614	\$83,838	\$87,063	\$93,512	\$99,961	\$106,410			
	Low	\$35,269	\$37,788	\$40,307	\$45,345	\$50,384	\$52,399	\$54,414	\$58,445	\$62,476	\$66,506			
	Very Low	\$21,161	\$22,673	\$24,184	\$27,207	\$30,230	\$31,439	\$32,649	\$35,067	\$37,485	\$39,904			
Region 3 Hunterdon, Middlesex and Somerset	Median	\$82,810	\$88,725	\$94,640	\$106,470	\$118,300	\$123,032	\$127,764	\$137,228	\$146,692	\$156,156	2.6%	9.64%	\$225,261
	Moderate	\$66,248	\$70,980	\$75,712	\$85,176	\$94,640	\$98,426	\$102,211	\$109,782	\$117,354	\$124,925			
	Low	\$41,405	\$44,363	\$47,320	\$53,235	\$59,150	\$61,516	\$63,882	\$68,614	\$73,346	\$78,078			
	Very Low	\$24,843	\$26,618	\$28,392	\$31,941	\$35,490	\$36,910	\$38,329	\$41,168	\$44,008	\$46,847			
Region 4 Mercer, Monmouth and Ocean	Median	\$72,165	\$77,319	\$82,474	\$92,783	\$103,092	\$107,216	\$111,340	\$119,587	\$127,834	\$136,082	2.6%	3.91%	\$193,919
	Moderate	\$57,732	\$61,855	\$65,979	\$74,226	\$82,474	\$85,773	\$89,072	\$95,670	\$102,268	\$108,865			
	Low	\$36,082	\$38,660	\$41,237	\$46,392	\$51,546	\$53,608	\$55,670	\$59,794	\$63,917	\$68,041			
	Very Low	\$21,649	\$23,196	\$24,742	\$27,835	\$30,928	\$32,165	\$33,402	\$35,876	\$38,350	\$40,825			
Region 5 Burlington, Camden and Gloucester	Median	\$63,070	\$67,575	\$72,080	\$81,090	\$90,100	\$93,704	\$97,308	\$104,516	\$111,724	\$118,932	2.6%	3.09%	\$166,981
	Moderate	\$50,456	\$54,060	\$57,664	\$64,872	\$72,080	\$74,963	\$77,846	\$83,613	\$89,379	\$95,146			
	Low	\$31,535	\$33,788	\$36,040	\$40,545	\$45,050	\$46,852	\$48,654	\$52,258	\$55,862	\$59,466			
	Very Low	\$18,921	\$20,273	\$21,624	\$24,327	\$27,030	\$28,111	\$29,192	\$31,355	\$33,517	\$35,680			
Region 6 Atlantic, Cape May, Cumberland, and Salem	Median	\$53,714	\$57,550	\$61,387	\$69,061	\$76,734	\$79,803	\$82,873	\$89,011	\$95,150	\$101,289	2.6%	5.15%	\$143,713
	Moderate	\$42,971	\$46,040	\$49,110	\$55,248	\$61,387	\$63,843	\$66,298	\$71,209	\$76,120	\$81,031			
	Low	\$26,857	\$28,775	\$30,694	\$34,530	\$38,367	\$39,902	\$41,436	\$44,506	\$47,575	\$50,644			
	Very Low	\$16,114	\$17,265	\$18,416	\$20,718	\$23,020	\$23,941	\$24,862	\$26,703	\$28,545	\$30,387			

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

* These columns are for calculating the pricing for one, two and three bedroom sale and rental units as per N.J.A.C. 5:80-26.4(a).

**This column is used for calculating the pricing for rent increases for units (as previously calculated under N.J.A.C. 5:97-9.3). The increase for 2015 was 2.3%, the increase for 2016 was 1.1%, the increase for 2017 was 1.7%, and the increase for 2018 was 2.2%. The increase for 2019 is 2.6% (Consumer price Index for All Urban Consumers (CPI-U): Regions by expenditure category and commodity and service group). Landlords who did not increase rents in 2015, 2016, 2017, or 2018 may increase rent by up to the applicable combined percentage including 2019 or 9.0% whichever is less in accordance with N.J.A.C. 5:97-9.3(c). In no case can rent for any particular apartment be increased more than one time per year.

*** This column is used for calculating the pricing for resale increases for units (as previously calculated under N.J.A.C. 5:97-9.3). The price of owner-occupied low and moderate income units may increase annually based on the percentage increase in the regional median income limit for each housing region. In no event shall the maximum resale price established by the administrative agent be lower than the last recorded purchase price.

Low income tax credit developments may increase based on the low income tax credit regulations.

**** The Regional Asset Limit is used in determining an applicant's eligibility for affordable housing pursuant to N.J.A.C. 5:80-26.16(b)3.

SAMPLE DEED RESTRICION LANGUAGE

Affordable Housing Covenants

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 in the Regulations.

In accordance with N.J.A.C. 5:80-26.5, each restricted unit shall remain subject to the requirements of this subchapter, the "Control Period," 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; provided, however, that units located in high-poverty census tracts shall remain subject to these affordability requirements for a period of at least 10 years;

- A. The Property may be conveyed only to a household who has approved in advance and in writing by the Township's administrative agent, appointed under the Regulations, (hereinafter, collectively, the "Administrative Agent").
- B. No sale of the Property shall be lawful, unless approved in advance and in writing by the Administrative Agent, and no sale shall be for a consideration greater than maximum permitted price ("Maximum Resale Price", or "MRP") as determined by the Administrative Agent.
- C. No refinancing, equity loan, secured letter of credit, or any other mortgage obligation or other debt (collectively, "Debt") secured by the Property, may be incurred except as approved in advance and in writing by the Administrative Agent. At no time shall the Administrative Agent approve any such Debt, if incurring the Debt would make the total of all such Debt exceed Ninety-Five Percent (95%) of the applicable MRP.
- D. The owner of the Property shall at all times maintain the Property as his or her principal place of residence.
- E. Except as set forth in F, below, at no time shall the owner of the Property lease or rent the Property to any person or persons, except on a short-term hardship basis as approved in advance and writing by the Administrative Agent.
- F. If the Property is a two-family home, the owner shall lease the rental unit only to income-certified low-income households approved in writing by the Administrative Agent, shall charge rent no greater than the maximum permitted rent as determined by the Administrative Agent, and shall submit for written approval of the Administrative Agent copies of all proposed leases prior to having them signed by any proposed tenant.
- G. No improvements may be made to the Property that would affect its bedroom configuration, and in any event, no improvement made to the Property will be taken into consideration to

increase the MRP, except for improvements approved in advance and in writing by the Administrative Agent.

Article 5: Remedies for Breach of Affordable Housing Covenants

A breach of the Covenants will cause irreparable harm to the Administrative Agent and to the public, in light of the public policies set forth in the New Jersey Fair Housing Act, the Uniform Housing Affordability Control rules found at N.J.A.C. 5:80-26, and the obligation for the provision of low and moderate-income housing. Accordingly, and as set forth in N.J.A.C. 5:80-26.10A(b):

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

Appendix J:
Affirmative Marketing Plan

Appendix A

AFFIRMATIVE FAIR HOUSING MARKETING PLAN

For Affordable Housing in **(REGION 4)**

MARLBORO TOWNSHIP

I. APPLICANT AND PROJECT INFORMATION

(Complete Section I individually for all developments or programs within the municipality.)

1a. Administrative Agent Name, Address, Phone Number CGP&H 101 Interchange Plaza, Suite 301 Cranbury, NJ 08512 609-664-2769 ext 19		1b. Development or Program Name, Address	
1c. Number of Affordable Units: Number of Rental Units: Number of For-Sale Units:	1d. Price or Rental Range From \$ To Be Determined To \$ To Be Determined	1e. State and Federal Funding Sources (if any) <p style="text-align: center;">N/A</p>	
1f. <input type="checkbox"/> Age Restricted <input type="checkbox"/> Non-Age Restricted	1g. Approximate Starting Dates Advertising: Occupancy:		
1h. County <p style="text-align: center;">Mercer, Monmouth, Ocean</p>		1i. Census Tract(s):	
1j. Managing/Sales Agent's Name, Address, Phone Number			
1k. Application Fees (if any): Application fee applies to conduct credit and criminal background checks.			

(Sections II through IV should be consistent for all affordable housing developments and programs within the municipality. Sections that differ must be described in the approved contract between the municipality and the administrative agent and in the approved Operating Manual.)

II. RANDOM SELECTION

<p>2. Describe the random selection process that will be used once applications are received. The Administrative Agent will assign random numbers to each applicant through a computerized random number generator.</p> <p>After the list of applications submitted during the initial lottery period is exhausted, the priority of preliminary applications is established by the date the household submitted their preliminary application (Interest Date).</p> <p>In addition to the random number assigned to the household and/or the interest date, there are other factors impacting waiting priority which are described below.</p> <ul style="list-style-type: none"> • Regional Preference: Applicants that indicated that they lived or work in the Affordable Housing Region will be contacted first. Once those applicants are exhausted, applicants outside the region will be contacted. • Veterans Preference: If there is an executed agreement between the developer or landlord and the Township, duly quailed veterans will also be given preference according to the terms of the agreement. • Household Size: Whenever possible, there will be at least one person for each bedroom. If the waiting list is exhausted and there are no in or out region households with a person for each bedroom size, units will be offered to smaller sized households that do not have a person for each bedroom. The Administrative Agent cannot require an applicant household to take an affordable unit with a greater number of bedrooms, as long
--

- as overcrowding is not a factor. A household can be eligible for more than one unit category.
- **Fully Accessible Units:** A household with a person with physical disabilities will get preference on the waiting list because of the very limited number of accessible units. If there is more than one household with a person with physically disabilities on the waiting list, in region households with a person for each bedroom will be contacted first. Applicants must provide a letter from their doctor stating what kind of accommodation they require as a result of their disability.

III. MARKETING

3a. Direction of Marketing Activity: (indicate which group(s) in the housing region are least likely to apply for the housing without special outreach efforts because of its location and other factors)

White (non-Hispanic) Black (non-Hispanic) Hispanic American Indian or Alaskan Native

Asian or Pacific Islander Other group:

3b. Websites: Post on the following websites at initial occupancy and as needed:

HOUSING RESOURCE CENTER (www.njhousing.gov) A free, online listing of affordable housing

Marlboro Township Website <https://www.marlboro-nj.gov/>)

Affordable Homes New Jersey (CGP&H) website (<https://www.affordablehomesnewjersey.com/>)

3c. Commercial Media (required) (Check all that applies)

	DURATION & FREQUENCY OF OUTREACH	NAMES OF REGIONAL NEWSPAPER(S)	CIRCULATION AREA
TARGETS PARTIAL HOUSING REGION 4			
Daily Newspaper			
<input type="checkbox"/>		Trenton Times	Mercer
<input checked="" type="checkbox"/>		Trentonian	Mercer
<input checked="" type="checkbox"/>		Asbury Park Press	Monmouth, Ocean
		Ocean County Observer	Ocean
Weekly Newspaper			
<input type="checkbox"/>		Ewing Observer	Mercer
<input type="checkbox"/>		Hopewell Valley News	Mercer
<input type="checkbox"/>		Lawrence Ledger	Mercer
<input type="checkbox"/>		Pennington Post	Mercer
<input type="checkbox"/>		Princeton Town Topics	Mercer
<input type="checkbox"/>		Tempo Mercer	Mercer
<input type="checkbox"/>		Trenton Downtowner	Mercer
<input type="checkbox"/>		Windsor Heights Herald	Mercer
<input type="checkbox"/>		West Windsor-Plainsboro News	Mercer, Middlesex
<input type="checkbox"/>		Princeton Packet	Mercer, Middlesex, Somerset
<input type="checkbox"/>		Messenger-Press	Mercer, Monmouth, Ocean
<input type="checkbox"/>		Woodbridge Sentinel	Middlesex

<input type="checkbox"/>		Atlanticville	Monmouth
<input type="checkbox"/>		Coaster	Monmouth
<input type="checkbox"/>		Courier	Monmouth
<input type="checkbox"/>		Examiner	Monmouth
<input type="checkbox"/>		Hub, The	Monmouth
<input type="checkbox"/>		Independent, The	Monmouth
<input type="checkbox"/>		News Transcript	Monmouth
<input type="checkbox"/>		Two River Times	Monmouth
<input type="checkbox"/>		Coast Star, The	Monmouth, Ocean
<input type="checkbox"/>		Beach Haven Times	Ocean
<input type="checkbox"/>		Beacon, The	Ocean
<input type="checkbox"/>		Berkeley Times	Ocean
<input type="checkbox"/>		Brick Bulletin	Ocean
<input type="checkbox"/>		Brick Times	Ocean
<input type="checkbox"/>		Jackson Times	Ocean
<input type="checkbox"/>		Lacey Beacon	Ocean
<input type="checkbox"/>		Manchester Times	Ocean
<input type="checkbox"/>		New Egypt Press	Ocean
<input type="checkbox"/>		Ocean County Journal	Ocean
<input type="checkbox"/>		Ocean Star, The	Ocean
<input type="checkbox"/>		Tri-Town News	Ocean
<input type="checkbox"/>		Tuckerton Beacon	Ocean
<input type="checkbox"/>		Atlantic Highlands Herald	Monmouth

	DURATION & FREQUENCY OF OUTREACH	NAMES OF REGIONAL TV STATION(S)	CIRCULATION AREA AND/OR RACIAL/ETHNIC IDENTIFICATION OF READERS/AUDIENCE
TARGETS ENTIRE HOUSING REGION 4			
<input type="checkbox"/>		2 WCBS-TV CBS Broadcasting Inc.	
<input type="checkbox"/>		4 WNBC NBC Telemundo License Co. (General Electric)	
<input type="checkbox"/>		5 WNYW Fox Television Stations, Inc. (News Corp.)	
<input type="checkbox"/>		7 WABC-TV American Broadcasting Companies, Inc (Walt Disney)	

<input type="checkbox"/>		9 WWOR-TV Fox Television Stations, Inc. (News Corp.)	
<input type="checkbox"/>		10 WCAU NBC Telemundo License Co. (General Electric)	
<input type="checkbox"/>		11 WPIX WPIX, Inc. (Tribune)	
<input type="checkbox"/>		13 WNET Educational Broadcasting Corporation	
<input type="checkbox"/>		58 WNJB New Jersey Public Broadcasting Authority	

TARGETS PARTIAL HOUSING REGION 4

X		Cable 77 FIOS 44	Monmouth
<input type="checkbox"/>		25 W25AW WZBN TV, Inc.	Mercer
<input type="checkbox"/>		39 WLVT-TV Lehigh Valley Public Telecommunications Corp.	Mercer
<input type="checkbox"/>		60 WBPH-TV Sonshine Family Television Corp	Mercer
<input type="checkbox"/>		63 WMBC-TV Mountain Broadcasting Corp.	Mercer
<input type="checkbox"/>		69 WFMZ-TV Maranatha Broadcasting Company, Inc.	Mercer
<input type="checkbox"/>		41 WXTV WXTV License Partnership, G.P. (Univision Communications Inc.)	Mercer, Monmouth
<input type="checkbox"/>		3 KYW-TV CBS Broadcasting Inc.	Mercer, Ocean
<input type="checkbox"/>		6 WPVI-TV American Broadcasting Companies, Inc (Walt Disney)	Mercer, Ocean
<input type="checkbox"/>		12 WHYI-TV WHYY, Inc.	Mercer, Ocean
<input type="checkbox"/>		17 WPHL-TV Tribune Company	Mercer, Ocean
<input type="checkbox"/>		23 WNJS New Jersey Public Broadcasting Authority	Mercer, Ocean
<input type="checkbox"/>		29 WTXF-TV Fox Television Stations, Inc. (News Corp.)	Mercer, Ocean
<input type="checkbox"/>		35 WYBE Independence Public Media Of Philadelphia, Inc.	Mercer, Ocean
<input type="checkbox"/>		48 WGTW-TV Trinity Broadcasting Network	Mercer, Ocean
<input type="checkbox"/>		52 WNJT New Jersey Public Broadcasting Authority	Mercer, Ocean
<input type="checkbox"/>		57 WPSG CBS Broadcasting Inc.	Mercer, Ocean
<input type="checkbox"/>		61 WPPX Paxson Communications License Company, LLC	Mercer, Ocean
<input type="checkbox"/>		65 WUVP-TV Univision Communications, Inc.	Mercer, Ocean

<input type="checkbox"/>		25 WNYE-TV New York City Dept. Of Info Technology & Telecommunications	Monmouth
<input type="checkbox"/>		31 WPXN-TV Paxson Communications License Company, LLC	Monmouth
<input type="checkbox"/>		47 WNJU NBC Telemundo License Co. (General Electric)	Monmouth
<input type="checkbox"/>		50 WNJN New Jersey Public Broadcasting Authority	Monmouth
<input type="checkbox"/>		68 WFUT-TV Univision New York LLC	Monmouth, Ocean (Spanish)
<input type="checkbox"/>		62 WWSI Hispanic Broadcasters of Philadelphia, LLC	Ocean

	DURATION & FREQUENCY OF OUTREACH	NAMES OF CABLE PROVIDER(S)	BROADCAST AREA
TARGETS PARTIAL HOUSING REGION 4			
<input type="checkbox"/>		Cablevision of Hamilton	Partial Mercer, Monmouth
<input type="checkbox"/>		Comcast of Central NJ,	Partial Mercer, Monmouth
<input type="checkbox"/>		Patriot Media & Communications, CNJ	Partial Mercer
<input type="checkbox"/>		Cablevision of Monmouth, Raritan Valley	Partial Monmouth
<input type="checkbox"/>		Comcast of Mercer County, Southeast Pennsylvania	Partial Middlesex
<input type="checkbox"/>		Comcast of Monmouth County	Partial Monmouth, Ocean
<input type="checkbox"/>		Comcast of Garden State, Long Beach Island, Ocean County, Toms River	Partial Ocean

	DURATION & FREQUENCY OF OUTREACH	NAMES OF REGIONAL RADIO STATION(S)	BROADCAST AREA AND/OR RACIAL/ETHNIC IDENTIFICATION OF READERS/AUDIENCE
TARGETS ENTIRE HOUSING REGION 4			
AM			
<input type="checkbox"/>		WWJZ 640	
<input type="checkbox"/>		WOR 710	
<input type="checkbox"/>		WABC 770	
<input type="checkbox"/>		WCBS 880	
<input type="checkbox"/>		WBBR 1130	
<input type="checkbox"/>		WPST 94.5	
FM			
<input type="checkbox"/>		WKXW-FM 101.5	
<input type="checkbox"/>		WPRB 103.3	

TARGETS PARTIAL HOUSING REGION 4			
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AM			
<input type="checkbox"/>		WFIL 560	Mercer, Monmouth
<input type="checkbox"/>		WMCA 570	Monmouth, Ocean
<input type="checkbox"/>		WFAN 660	Mercer, Monmouth
<input type="checkbox"/>		WNYC 820	Mercer, Monmouth
<input type="checkbox"/>		WWBD 860	Mercer
<input type="checkbox"/>		WPHY 920	Mercer
<input type="checkbox"/>		WNTP 990	Mercer
<input type="checkbox"/>		WCHR 1040	Mercer
<input type="checkbox"/>		WOBM 1160	Monmouth, Ocean
<input type="checkbox"/>		WWTR 1170	Mercer
<input type="checkbox"/>		WPHT 1210	Mercer, Monmouth
<input type="checkbox"/>		WBUD 1260	Mercer, Monmouth
<input type="checkbox"/>		WIMG 1300	Mercer
<input type="checkbox"/>		WADB 1310	Monmouth, Ocean
<input type="checkbox"/>		WHTG 1410	Monmouth
<input type="checkbox"/>		WCTC 1450	Mercer, Monmouth
<input type="checkbox"/>		WBCB 1490	Mercer
<input type="checkbox"/>		WTTM 1680	Mercer, Monmouth
FM			
<input type="checkbox"/>		WNJT-FM 88.1	Mercer
<input type="checkbox"/>		WWFM 89.1	Mercer, Monmouth
<input type="checkbox"/>		WRDR 89.7	Monmouth, Ocean
<input type="checkbox"/>		WRTI 90.1	Mercer
<input type="checkbox"/>		WBJB-FM 90.5	Monmouth
<input type="checkbox"/>		WWNJ 91.1	Ocean
<input type="checkbox"/>		WTSR 91.3	Mercer
<input type="checkbox"/>		WBGD 91.9	Ocean
<input type="checkbox"/>		WFNY-FM 92.3	Mercer, Monmouth
<input type="checkbox"/>		WXTU 92.5	Mercer
<input type="checkbox"/>		WOBM-FM 92.7	Ocean
<input type="checkbox"/>		WPAT-FM 93.1	Mercer, Monmouth
<input type="checkbox"/>		WMMR 93.3	Mercer

<input type="checkbox"/>		WNYC-FM 93.9	Mercer, Monmouth
<input type="checkbox"/>		WYSP 94.1	Mercer
<input type="checkbox"/>		WJLK-FM 94.3	Monmouth, Ocean
<input type="checkbox"/>		WFME 94.7	Mercer, Monmouth
<input type="checkbox"/>		WZZO 95.1	Mercer
<input type="checkbox"/>		WPLJ 95.5	Mercer, Monmouth
<input type="checkbox"/>		WBEN-FM 95.7	Mercer
<input type="checkbox"/>		WRAT 95.9	Monmouth, Ocean
<input type="checkbox"/>		WCTO 96.1	Mercer
<input type="checkbox"/>		WQXR-FM 96.3	Mercer, Monmouth
<input type="checkbox"/>		WRDW-FM 96.5	Mercer
<input type="checkbox"/>		WQHT 97.1	Mercer, Monmouth
<input type="checkbox"/>		WSKQ-FM 97.9	Mercer, Monmouth
<input type="checkbox"/>		WUGL 98.1	Mercer
<input type="checkbox"/>		WMGQ 98.3	Mercer, Monmouth
<input type="checkbox"/>		WRKS 98.7	Mercer, Monmouth
<input type="checkbox"/>		WUSL 98.9	Mercer, Monmouth
<input type="checkbox"/>		WAWZ 99.1	Mercer, Monmouth
<input type="checkbox"/>		WBAI 99.5	Mercer, Monmouth
<input type="checkbox"/>		WJRZ-FM 100.1	Ocean
<input type="checkbox"/>		WHTZ 100.3	Mercer, Monmouth
<input type="checkbox"/>		WCBS-FM 101.1	Mercer, Monmouth
<input type="checkbox"/>		WQCD 101.9	Mercer, Monmouth
<input type="checkbox"/>		WIOQ 102.1	Mercer
<input type="checkbox"/>		WNEW 102.7	Mercer, Monmouth
<input type="checkbox"/>		WMGK 102.9	Mercer
<input type="checkbox"/>		WKTU 103.5	Mercer, Monmouth
<input type="checkbox"/>		WAXQ 104.3	Mercer, Monmouth
<input type="checkbox"/>		WWPR-FM 105.1	Mercer, Monmouth
<input type="checkbox"/>		WDAS-FM 105.3	Mercer, Monmouth
<input type="checkbox"/>		WCHR-FM 105.7	Ocean
<input type="checkbox"/>		WJJZ 106.1	Mercer, Monmouth

<input type="checkbox"/>		WHTG-FM 106.3	Monmouth, Ocean
<input type="checkbox"/>		WLTW 106.7	Mercer, Monmouth
<input type="checkbox"/>		WKDN 106.9	Mercer
<input type="checkbox"/>		WWZY 107.1	Monmouth, Ocean
<input type="checkbox"/>		WBLS 107.5	Mercer, Monmouth
<input type="checkbox"/>		WWPH 107.9	Mercer

3d. Other Publications (such as neighborhood newspapers, religious publications, and organizational newsletters) (Check all that applies)

	NAME OF PUBLICATIONS	OUTREACH AREA	RACIAL/ETHNIC IDENTIFICATION OF READERS/AUDIENCE
TARGETS ENTIRE HOUSING REGION 4			
Weekly			
<input checked="" type="checkbox"/>	Reporte Hispano	Central/South Jersey	Spanish-Language
TARGETS PARTIAL HOUSING REGION 4			
Weekly			
<input type="checkbox"/>	New Jersey Jewish News	Northern and Central New Jersey	Jewish
<input type="checkbox"/>	El Hispano	Camden and Trenton areas	Spanish-Language
<input type="checkbox"/>	Ukrainian Weekly	New Jersey	Ukrainian community

3e. Employer Outreach (names of employers throughout the housing region that can be contacted to post advertisements and distribute fliers regarding available affordable housing) **See Exhibit B of Marlboro Affirmative Marketing Plan**

3f. Community Contacts (names of community groups/organizations throughout the housing region that can be contacted to post advertisements and distribute fliers regarding available affordable housing) **See Exhibit B of Marlboro Affirmative Marketing Plan**

IV. APPLICATIONS

Applications for affordable housing for the above units will be available at the following locations:
4a. County Administration Buildings and/or Libraries for all counties in the housing region (list county building, address, contact person) (Check all that applies) See Exhibit C of Marlboro Affirmative Marketing Plan
4b. Municipality in which the units are located (list municipal building and municipal library, address, contact) See Exhibit C of Marlboro Affirmative Marketing Plan
4c. Sales/Rental Office for units (if applicable)

V. CERTIFICATIONS AND ENDORSEMENTS

I hereby certify that the above information is true and correct to the best of my knowledge. I understand that knowingly falsifying the information contained herein may affect the (select one: Municipality's substantive certification or DCA Balanced Housing Program funding or HMFA UHORP/MONI/CHOICE funding).

Name (Type or Print)

Administrative Agent for the Township of Marlboro

Signature

Date

Appendix B - Marlboro Township Affordable Housing Distrubtion List

Business Name	Address1	Address 2	City State Zip	Co.	Type of Organization
Ewing Branch Library	61 Scotch Rd.		Ewing, NJ 08628	Mercer Co.	Libraries
Hamilton Township Free Public Library	1 Justice Samuel A. Alito, Jr. Way		Hamilton, NJ 08619	Mercer Co.	Libraries
Hickory Corner Branch Library	138 Hickory Corner Rd.		East Windsor, NJ 08520	Mercer Co.	Libraries
Hightstown Memorial Library	114 Franklin St.		Hightstown, NJ 08520	Mercer Co.	Libraries
Hopewell Branch Library	245 Pennington Titusville Rd.		Pennington, NJ 08534	Mercer Co.	Libraries
Hopewell Public Library	13 E. Broad St.		Hopewell, NJ 08525	Mercer Co.	Libraries
Lawrence Headquarters Branch	2751 Brunswick Pike		Lawrenceville, NJ 08648-3099	Mercer Co.	Libraries
NJ State Library	P.O. Box 520		Trenton, NJ 08650	Mercer Co.	Libraries
Pennington Free Public Library	30 N. Main St.		Pennington, NJ 08534	Mercer Co.	Libraries
Princeton Public Library	65 Witherspoon St.		Princeton, NJ 08542	Mercer Co.	Libraries
Princeton University Firestone Library	Public Administration Collection	Firestone A-17-J-1	Princeton, NJ 08544	Mercer Co.	Libraries
Rider University	Franklin F. Moore Library	2083 Lawrenceville Rd	Lawrenceville, NJ 08648-3099	Mercer Co.	Libraries
Robbinsville Branch Library	42 Allentown- Robbinsville Rd.		Robbinsville, NJ 08691	Mercer Co.	Libraries
Roscoe L. West Library	College of New Jersey	2000 Pennington Rd.	Ewing, NJ 08618-1499	Mercer Co.	Libraries
Trenton Free Public Library	120 Academy St.		Trenton, NJ 08608	Mercer Co.	Libraries
Twin Rivers Branch Library	276 Abbingdon Dr.		East Windsor, NJ 08520	Mercer Co.	Libraries
Asbury Park Free Public Library	500 1st Avenue		Asbury Park, NJ 07712	Monmouth Co.	Libraries
Atlantic Highlands Public Library	100 First Ave.		Atlantic Highlands, NJ 07716	Monmouth Co.	Libraries
Belmar Public Library	517 Tenth Ave.		Belmar, NJ 07719	Monmouth Co.	Libraries
Bradley Beach Public Library	511 Fourth Ave.		Bradley Beach, NJ 07720	Monmouth Co.	Libraries
Brielle Public Library	610 South St.		Brielle, NJ 08730	Monmouth Co.	Libraries
Eatontown Public Library	33 Broad St.		Eatontown, NJ 07724	Monmouth Co.	Libraries
Fair Haven Public Library	748 River Rd.		Fair Haven, NJ 07704	Monmouth Co.	Libraries
Freehold Public Library	28 1-2 E. Main St.		Freehold, NJ 07728	Monmouth Co.	Libraries
Little Silver Public Library	484 Prospect Ave.		Little Silver, NJ 07739	Monmouth Co.	Libraries
Long Branch Free Public Library	328 Broadway		Long Branch, NJ 07740	Monmouth Co.	Libraries
Manasquan Public Library	55 Broad St.		Manasquan, NJ 08736	Monmouth Co.	Libraries
Matawan-Aberdeen Public Library	165 Main St.		Matawan, NJ 07747	Monmouth Co.	Libraries
Middletown Township Public Library	55 New Monmouth Rd.		Middletown, NJ 07748	Monmouth Co.	Libraries
Monmouth Beach Public Library	18 Willow Ave.		Monmouth Beach, NJ 07750	Monmouth Co.	Libraries
Monmouth Co. Hall of Records	Hall of Records		Freehold, NJ 07728	Monmouth Co.	Libraries
Monmouth Co. Library	125 Symmes Dr.		Manalapan, NJ 07726	Monmouth Co.	Libraries
Monmouth Co. Library - Allentown	16 S. Main St.		Allentown, NJ 08501	Monmouth Co.	Libraries
Monmouth Co. Library - Eastern Branch	1001 Route 35		Shrewsbury, NJ 07702	Monmouth Co.	Libraries
Monmouth Co. Library- Hazlet	251 Middle Rd.		Hazlet, NJ 07730	Monmouth Co.	Libraries
Monmouth Co. Library- Holmdel	101 Crawfords Corner Rd.	Suite 2110	Holmdel, NJ 07733	Monmouth Co.	Libraries
Monmouth Co. Library- Howell	318 Old Tavern Rd.		Howell, NJ 07731	Monmouth Co.	Libraries
Monmouth Co. Library- Marlboro	1 Library Ct & Wyncrest Dr.		Marlboro, NJ 07746	Monmouth Co.	Libraries
Monmouth Co. Library- Ocean	701 Deal Rd		Ocean, NJ 07712	Monmouth Co.	Libraries
Monmouth Co. Library- Wall	2700 Allaire Rd		Wall, NJ 07719	Monmouth Co.	Libraries
Neptune Township Public Library	25 Neptune Blvd.		Neptune, NJ 07753	Monmouth Co.	Libraries
Oceanic Free Library	109 Ave. Of Two Rivers		Rumson, NJ 07760	Monmouth Co.	Libraries
Red Bank Public Library	84 W. Front St.		Red Bank, NJ 07701	Monmouth Co.	Libraries
Sea Bright Library	92 Hathaway St.		Wallington, NJ 07057	Monmouth Co.	Libraries
Sea Girt Library	321 Baltimore Blvd.		Sea Girt, NJ 08750	Monmouth Co.	Libraries
Spring Lake Public Library	1501 Third Ave.		Spring Lake, NJ 07762	Monmouth Co.	Libraries
Tinton Falls Public Library	664 Tinton Ave.		Tinton Falls, NJ 07724	Monmouth Co.	Libraries
Union Beach Memorial Library	810 Union Ave.		Union Beach, NJ 07735	Monmouth Co.	Libraries
West Long Branch Public Library	95 Poplar Ave.		West Long Branch, NJ 07764	Monmouth Co.	Libraries
Ocean Co. Administration Building	101 Hooper Ave.		Toms River, 08754	Ocean Co.	Libraries
Ocean Co. Library - Barnegat Branch	112 Burr St.		Barnegat, NJ 08005	Ocean Co.	Libraries
Ocean Co. Library - Bay Head Reading Center	136 Meadow Ave		Bay Head, NJ 08742	Ocean Co.	Libraries
Ocean Co. Library - Beachwood Branch	126 Beachwood Blvd		Beachwood, NJ 08722	Ocean Co.	Libraries
Ocean Co. Library - Berkeley Branch	30 Station Rd		Bayville, NJ 08721	Ocean Co.	Libraries
Ocean Co. Library - Brick Branch	301 Chambers Bridge Rd		Brick, NJ 08723	Ocean Co.	Libraries
Ocean Co. Library - Island Heights Branch	P.O Box 1127	121 Central Ave	Island Heights, NJ 08732	Ocean Co.	Libraries
Ocean Co. Library - Jackson Branch	2 Jackson Dr.		Jackson, NJ 08527	Ocean Co.	Libraries
Ocean Co. Library - Lacey Branch	10 East Lacey Rd		Forked River, NJ 08731	Ocean Co.	Libraries
Ocean Co. Library - Lakewood Branch	301 Lexington Ave.		Lakewood, NJ 08701	Ocean Co.	Libraries
Ocean Co. Library - Little Egg Harbor Branch	290 Mathistown Rd		Little Egg Harbor, NJ 08087	Ocean Co.	Libraries
Ocean Co. Library - Long Beach Island Branch	217 S. Central Ave		Surf City, NJ 08008	Ocean Co.	Libraries
Ocean Co. Library - Manchester Branch	21 Colonial Dr		Manchester, NJ 08759	Ocean Co.	Libraries
Ocean Co. Library - Plumsted Branch	119 Evergreen Rd		New Egypt, NJ 08533	Ocean Co.	Libraries
Ocean Co. Library - Point Pleasant Branch	834 Beaver Dam Rd		Pt. Pleasant, NJ 08742	Ocean Co.	Libraries
Ocean Co. Library - Pt. Pleasant Beach Branch	710 McLean Ave		Pt. Pleasant Beach, NJ 08742	Ocean Co.	Libraries
Ocean Co. Library - Stafford Branch	129 N. Main St.		Manahawkin, NJ 08050	Ocean Co.	Libraries

Business Name	Address1	Address 2	City State Zip	Co.	Type of Organization
Ocean Co. Library - Toms River Branch	101 Washington St		Toms River, NJ 08753	Ocean Co.	Libraries
Ocean Co. Library - Tuckerton Branch	380 Bay Ave		Tuckerton, NJ 08087	Ocean Co.	Libraries
Ocean Co. Library - Upper Shores Branch	112 Jersey City Ave		Lavallette, NJ 08735	Ocean Co.	Libraries
Ocean Co. Library - Waretown Branch	112 Main St		Waretown, NJ 08758	Ocean Co.	Libraries
Ocean Co. Library - Whiting Branch	400 Lacey Rd.		Whiting, NJ 08759	Ocean Co.	Libraries
Bristol-Myers Squibb	100 Nassau Park Blvd #300		Princeton, NJ 08540	Mercer	Major Employer
Covance	210 Carnegie Center Drive		Princeton, NJ 08540	Mercer	Major Employer
Educational Testing Service	660 Rosedale Road		Princeton, NJ 08541	Mercer	Major Employer
Merrill Lynch Bank of America	7 Roszel Road	Floor 04	Princeton, NJ 08540	Mercer	Major Employer
Princeton Theological Seminary	P.O. Box 821	64 Mercer Street	Princeton, NJ 08542-0803	Mercer	Major Employer
Princeton University	Office of Human Resources	2 New South	Princeton, NJ 08544	Mercer	Major Employer
Westminster Choir College of Rider University	2083 Lawrenceville Road		Lawrenceville, NJ 08648	Mercer	Major Employer
AT&T Holmdel	2103 State Route 35		Holmdel, NJ 07733	Monmouth	Major Employer
Ocean Medical Center	425 Jack Martin Boulevard		Brick, NJ 08724	Monmouth	Major Employer
Saker Shoprite	10 Centerville Road		Holmdel, NJ 07733	Monmouth	Major Employer
Georgian Court University	900 Lakewood Ave		Lakewood, NJ 08701	Ocean	Major Employer
Trac Intermodal	750 College Road East		Princeton, NJ 08540	Mercer	Major Employers
Capital Health Systems - Fuld Campus	750 Brunswick Ave.		Trenton, NJ 08638	Mercer Co.	Major Employers
Comcast	90 Lake Dr.		East Windsor, NJ 08520	Mercer Co.	Major Employers
Conair	150 Milford Rd.		East Windsor, NJ 08520	Mercer Co.	Major Employers
Congoleum	3500 Quakerbridge Rd.		Mercerville, NJ	Mercer Co.	Major Employers
Dana Communications	2 E. Broad St.		Hopewell, NJ	Mercer Co.	Major Employers
East Windsor Regional School District	25A Leshin Lane		Hightstown, NJ 08520	Mercer Co.	Major Employers
Evans East	104 Windsor Center Dr.		East Windsor, NJ 08520	Mercer Co.	Major Employers
Ewing Township Schools	2099 Pennington Road		Ewing, NJ 08618-1499	Mercer Co.	Major Employers
Gaum, Inc.	1080 US Highway 130		Robbinsville, NJ 08691	Mercer Co.	Major Employers
Hamilton Township Schools	90 Park Ave.		Hamilton Square, NJ 08690	Mercer Co.	Major Employers
Homasote	932 Lower Ferry Rd.		Trenton, NJ 08618	Mercer Co.	Major Employers
Hopewell Valley Regional Schools	425 South Main St.		Pennington, NJ 08534	Mercer Co.	Major Employers
Hovione	40 Lake Dr.		East Windsor, NJ 08520	Mercer Co.	Major Employers
Janssen Pharmaceutical	1125 Trenton harbourton Rd.		Titusville, NJ	Mercer Co.	Major Employers
Johnson & Johnson	One Johnson & Johnson Plaza		New Brunswick, NJ 08933	Mercer Co.	Major Employers
ForDoz Pharma Corp	69 Princeton Hightstown Rd		East Windsor, NJ 08520	Mercer Co.	Major Employers
Lawrence Township Schools	2565 Princeton Pike		Lawrenceville, NJ 08648-3631	Mercer Co.	Major Employers
McGraw Hill	120 Windsor Center Dr.		East Windsor, NJ 08520	Mercer Co.	Major Employers
Mercer Co. Board of Education	1075 Old Trenton Rd.		Trenton, NJ 08618	Mercer Co.	Major Employers
Mercer Co. Special Services School District	1020 Old Trenton Rd.		Hamilton, NJ 08690-1230	Mercer Co.	Major Employers
Mercer Co. Vocational School District	1085 Old Trenton Rd.		Trenton, NJ 08690-1229	Mercer Co.	Major Employers
Merrill Lynch & Co.	1300 Merrill Lynch Drive		Pennington, NJ 08534	Mercer Co.	Major Employers
NJ Manufactures Insurance	P.O. Box 1428	301 Sullivan Way	West Trenton, NJ 08628	Mercer Co.	Major Employers
Peddie School	201 S Main Street		Hightstown, NJ 08520	Mercer Co.	Major Employers
Princeton Regional School District	25 Valley Rd.		Princeton, NJ 08540	Mercer Co.	Major Employers
Robbinsville Township Schools	155 Robbinsville-Edinburg Rd.		Robbinsville, NJ 08691	Mercer Co.	Major Employers
Robert Wood Johnson University	1 Hamilton Health Plaza		Trenton, NJ 08618	Mercer Co.	Major Employers
Shiseido America	366 Princeton-Hightstown Rd.		Hightstown, NJ 08520	Mercer Co.	Major Employers
St. Francis Medical Center	601 Hamilton Ave.		Trenton, NJ 08629	Mercer Co.	Major Employers
St. Lawrence Rehabilitation Center	2381 Lawrenceville Rd.		Lawrenceville, NJ 08648	Mercer Co.	Major Employers
The College of New Jersey	2000 Pennington Rd.		Ewing, NJ 08628	Mercer Co.	Major Employers
The Times of Trenton	413 River View Plaza		Trenton, NJ 08611	Mercer Co.	Major Employers
Trenton Schools	108 North Clinton Ave.		Trenton, NJ 08609	Mercer Co.	Major Employers
West Windsor-Plainsboro Regional Schools	505 Village Rd. West	P.O. Box 505	Princeton Junction, NJ 08550	Mercer Co.	Major Employers
Brookdale Community College	765 Newman Springs Rd.	Attn: Patricia Sensi	Lincroft, NJ 07738	Monmouth Co.	Major Employers
Centra State Healthcare Systems	West Main St.	Attn: Jacquie Piccolini	Freehold, NJ 07728	Monmouth Co.	Major Employers
Co. Of Monmouth - Hall Of Records	1 East Main St.	Attn: Fredrica Brown	Freehold, NJ 07728	Monmouth Co.	Major Employers
Food Town Circus Supermarkets	835 Highway 35, P.O. Box 278	Attn: Nancyanne Fama	Middletown, NJ 07748	Monmouth Co.	Major Employers
Foodarama Supermarkets	10 Centerville Road		Holmdel, NJ 07733	Monmouth Co.	Major Employers
Horizon Blue Cross Blue Shield	1427 Wycoff Rd.	Attn: Jonathan Pearson	Farmingdale, NJ 07727	Monmouth Co.	Major Employers
International Flavors and Fragrances	State Highway 36	Attn: Silvio Amorosino	Union Beach, NJ 07735	Monmouth Co.	Major Employers
JCP&L/First Energy	1345 Old Bridge-Englishtown Rd		Old Bridge, NJ 08857	Monmouth Co.	Major Employers
Meridian Health Systems	1350 Campus Parkway Ste 110		Wall Township, NJ 07753	Monmouth Co.	Major Employers
Monmouth Medical Center	300 Second Ave.	Attn: Bruce Pardo	Long Branch, NJ 07740	Monmouth Co.	Major Employers
Monmouth University	400 Cedar Avenue		West Long Branch, NJ 07764	Monmouth Co.	Major Employers
Nestle USA Beverage Division	61 Jerseyville Ave.	Attn: Wes Ikida	Freehold, NJ 07728	Monmouth Co.	Major Employers
NJ Resources Corporation	1415 Wycoff Rd.	Attn: Betty Moerschel	Wall, NJ 07719	Monmouth Co.	Major Employers
Norkus Enterprises	505 Richmond Ave.	Attn: Louise Horowitz	Point Pleasant, NJ 08742	Monmouth Co.	Major Employers
Vonage	23 Main St		Holmdel, NJ 07733	Monmouth Co.	Major Employers

Business Name	Address1	Address 2	City State Zip	Co.	Type of Organization
Brick Township Board of Education	101 Hendrickson Ave.		Brick, NJ 08724	Ocean Co.	Major Employers
Brick Township Municipal Offices	401 Chambers Bridge Rd.		Brick, NJ 08723	Ocean Co.	Major Employers
DPT Lakewood	1200 Paco Way		Lakewood, NJ 08701	Ocean Co.	Major Employers
Health South Rehabilitation Hospital	14 Hospital Dr.		Toms River, NJ 08755	Ocean Co.	Major Employers
Jackson Township Board of Education	101 Don Connor Blvd.		Jackson, NJ 08527	Ocean Co.	Major Employers
Jenkinsons	300 Ocean Ave.		Point Pleasant, NJ 08742	Ocean Co.	Major Employers
Lacey Township Board of Education	200 Western Blvd.		Lanoka Harbor, NJ 08734	Ocean Co.	Major Employers
Lakewood Township Board of Education	855 Somerset Ave		Lakewood, NJ 08701	Ocean Co.	Major Employers
Manchester Board of Education	121 Route 539	P.O. Box 4100	Whiting, NJ 08759	Ocean Co.	Major Employers
Meridian Health - Ocean Medical Center	415 Jack Martin Blvd.		Brick, NJ 08724	Ocean Co.	Major Employers
Ocean Co. College	College Dr.	P.O. Box 2001	Toms River, NJ 08754	Ocean Co.	Major Employers
Saint Barnabas Health Care Systems	368 Lakehurst Rd., Suite 203		Toms River, NJ 08755	Ocean Co.	Major Employers
Six Flags	Route 537	P.O. Box 120	Jackson, NJ 08527	Ocean Co.	Major Employers
Southern Ocean Co. Hospital	1140 Route 72 West		Manahawkin, NJ 08050	Ocean Co.	Major Employers
Southern Regional School District	105 Cedar Bridge Rd.		Manahawkin, NJ 08050	Ocean Co.	Major Employers
Toms River Municipal Offices	33 Washington St.		Toms River, NJ 08753	Ocean Co.	Major Employers
Toms River Regional School District	1144 Hooper Ave.		Toms River, NJ 08753	Ocean Co.	Major Employers
Princeton Packet/Central Jersey.com	198 Route 9 N	Suite 100	Manalapan, NJ 07726	Monmouth	Media
The Trentonian	600 Perry St.		Trenton, NJ 08618	Mercer Co.	Media
Trenton Times	413 River View Plaza		Trenton, NJ 08611-3427	Mercer Co.	Media
Windsor Heights Herald	300 Witherspoon St.	P.O. Box 350	Princeton, NJ 08544	Mercer Co.	Media
Cablevision of Monmouth	1501 18th Ave.		Wall, NJ 07719	Monmouth Co.	Media
Comcast Cable of Monmouth Co.	403 South St.		Eatontown, NJ 07724	Monmouth Co.	Media
Greater Media Newspapers	Attn: Tri-Town News/News Transcript PO Box 950	198 Rt. 9 North, Suite 100	Manalapan, NJ 07726	Monmouth Co.	Media
Star-Ledger	1 Star Ledger Plaza		Newark, NJ 07102	Monmouth Co.	Media
Asbury Park Press	3601 Highway 66	PO Box 1550	Neptune, NJ 07754	Ocean Co.	Media
Comcast Cable of Ocean Co.	751 Brick Blvd.		Brick, NJ 08723	Ocean Co.	Media
Comcast of Toms River	830 Route 37 West		Toms River, NJ 08754	Ocean Co.	Media
Point Pleasant Beach Ocean Star	13 Broad St.		Manasquan, NJ 08736	Ocean Co.	Media
Star-Ledger	1 Star Ledger Plaza		Newark, NJ 07102	Ocean Co.	Media
Shiloh Baptist Church	340 Reverand S Howard Woodson		Trenton, NJ 08618	Mercer	Religious Buildings
St. Paul Parish	216 Nassau Street		Princeton, NJ 08542-4604	Mercer	Religious Buildings
Witherspoon Street Presbyterian Church	112 Witherspoon Street		Princeton, NJ 08542	Mercer	Religious Buildings
Beth El Synagogue	50 Maple Stream Rd.		East Windsor, NJ 08520	Mercer Co.	Religious Buildings
Bethany Lutheran Church	1125 Parkside Ave.		Trenton, NJ 08618	Mercer Co.	Religious Buildings
Bible Baptist Church	1934 Klockner Ave.		Trenton, NJ 08619	Mercer Co.	Religious Buildings
Calvary Assembly of God	120 Mechanic St		Hightstown, NJ 08520	Mercer Co.	Religious Buildings
Calvary Missionary Baptist Church	735 E. State St.		Trenton, NJ 08609	Mercer Co.	Religious Buildings
Catholic Campus Ministry	492 Ewingville Rd.		Trenton, NJ 08638	Mercer Co.	Religious Buildings
Chambers Methodist Church	1627 Liberty St.		Trenton, NJ 08629	Mercer Co.	Religious Buildings
Chesterfield Baptist Church	209 Crosswicks Chesterfield Rd.		Chesterfield, NJ 08515	Mercer Co.	Religious Buildings
Church of God of Prophecy	917 S. Clinton Ave.		Trenton, NJ 08611	Mercer Co.	Religious Buildings
Congregation Beth Chaim	329 Village Rd. E.		Princeton Junction, NJ 08550	Mercer Co.	Religious Buildings
Congregation Toras Emes	639 Abbingdon Dr.		East Windsor, NJ 08520	Mercer Co.	Religious Buildings
Corinth Baptist Church	31 Hawthorne Ave.		Trenton, NJ 08638	Mercer Co.	Religious Buildings
Devine Temple Church of God	202 Brinton Ave.		Trenton, NJ 08618	Mercer Co.	Religious Buildings
Ebenezer Church of God	121 Wayne Ave.		Trenton, NJ 08618	Mercer Co.	Religious Buildings
Emmanuel Pentecostal Temple	203 Hutchinson Rd.		Robbinsville, NJ 08691	Mercer Co.	Religious Buildings
First Assembly of God	87 Route 31 S.		Pennington, NJ 08534	Mercer Co.	Religious Buildings
First Baptist Church	125 South Main St.		Hightstown, NJ 08520	Mercer Co.	Religious Buildings
First Baptist Church	128 Centre St.		Trenton, NJ 08611	Mercer Co.	Religious Buildings
First Presbyterian Church	48 River Dr.		Titusville, NJ 08560	Mercer Co.	Religious Buildings
First Presbyterian Church of Hightstown	320 North Main St.		Hightstown, NJ 08520	Mercer Co.	Religious Buildings
Grace-St. Paul's Church	3715 E. State St. Ext.		Mercerville, NJ 08619	Mercer Co.	Religious Buildings
Hamilton Square Baptist Church	3752 Nottingham Way		Trenton, NJ 08690	Mercer Co.	Religious Buildings
Hightstown Church of God	1004 Old Yorke Rd.		East Windsor, NJ 08520	Mercer Co.	Religious Buildings
Joyful Baptist Korean Church	118 Bear Brook Rd.		Princeton, NJ 08540	Mercer Co.	Religious Buildings
Lawrence Rd. Presbyterian Church	1039 Lawrence Rd.		Lawrenceville, NJ 08648	Mercer Co.	Religious Buildings
Our Lady of Good Counsel	137 W. Upper Ferry Rd.		West Trenton, NJ 08628	Mercer Co.	Religious Buildings
Our Lady of Sorrows	3816 E. State St. Ext.		Mercerville, NJ 08619	Mercer Co.	Religious Buildings
Prince of Peace Lutheran Church	177 Princeton Hightstown Rd.		Princeton Junction, NJ 08550	Mercer Co.	Religious Buildings
Robbinsville Baptist Church	22 Main St.		Robbinsville, NJ 08691	Mercer Co.	Religious Buildings
Saint David the King Church	1 New Village Rd.		Princeton Junction, NJ 08550	Mercer Co.	Religious Buildings
Seventh Day Adventist Church of Hightstown	116 Broad St.		Hightstown, NJ 08520	Mercer Co.	Religious Buildings
St. Ann's Roman Catholic Church	1253 Lawrenceville Rd.		Trenton, NJ 08648	Mercer Co.	Religious Buildings
St. Anthony of Padua Roman Catholic Church	251 Franklin St.		Hightstown, NJ 08520	Mercer Co.	Religious Buildings

Business Name	Address1	Address 2	City State Zip	Co.	Type of Organization
St. James African Methodist Episcopal Church	413 Summit St.		Hightstown, NJ 08520	Mercer Co.	Religious Buildings
St. James Church	115 E. Delaware Ave.		Pennington, NJ 08534	Mercer Co.	Religious Buildings
St. Pauls Lutheran Church	79 One Mile Rd. Extension		East Windsor, NJ 08520	Mercer Co.	Religious Buildings
St. Vincent's Catholic Church	555 Yardville Allentown Rd.		Yardville, NJ 08620	Mercer Co.	Religious Buildings
Ardena Baptist Church	593 Adelphia Rd.		Freehold, NJ 07728	Monmouth Co.	Religious Buildings
Bethany Baptist Church	15 West Farms Rd.		Farmingdale, NJ 07727	Monmouth Co.	Religious Buildings
Bethesda United Methodist Church	Ardena Rd. & Route 524		Adelphia, NJ 07710	Monmouth Co.	Religious Buildings
Church of Master United Methodist Church	110 Salem Hill Rd.		Howell, NJ 07731	Monmouth Co.	Religious Buildings
Church of St. William the Abbot	2740 Lakewood Allenwood Rd.		Howell, NJ 07731	Monmouth Co.	Religious Buildings
Church of the Nativity National Catholic	102 West 2nd St. & Route 9		Howell, NJ 07731	Monmouth Co.	Religious Buildings
Community Bible Fellowship	3071 Lakewood Allenwood Rd.		Howell, NJ 07731	Monmouth Co.	Religious Buildings
Congregation Ahavat Achim	106 Windeler Rd.		Howell, NJ 07731	Monmouth Co.	Religious Buildings
Congregation Kol Am	59 Broad Street		Freehold, NJ 07728	Monmouth Co.	Religious Buildings
First Baptist Southard Church	31 Hilltop Rd.		Howell, NJ 07731	Monmouth Co.	Religious Buildings
Howell Baptist Church	1554 Maxim Southard Rd.		Howell, NJ 07731	Monmouth Co.	Religious Buildings
Immanuel Baptist Church	1244 West Farms Rd.		Howell, NJ 07731	Monmouth Co.	Religious Buildings
Jerseyville United Methodist Church	8 Howell Rd.		Freehold, NJ 07728	Monmouth Co.	Religious Buildings
Open Door Bible Baptist Church	521 Lakewood Farmingdale Rd.		Howell, NJ 07731	Monmouth Co.	Religious Buildings
Pierce Memorial Presbyterian	40 Main St.		Farmingdale, NJ 07727	Monmouth Co.	Religious Buildings
Prince of Peace Lutheran Church	434 East Aldrich Rd.		Howell, NJ 07731	Monmouth Co.	Religious Buildings
Squankum United Methodist Church	45 Old Tavern Rd.		Howell, NJ 07731	Monmouth Co.	Religious Buildings
St. Alexander Nevsky Russian Orthodox	200 Alexander Ave.		Howell, NJ 07731	Monmouth Co.	Religious Buildings
St. Catherines Roman Catholic Church	31 Asbury Rd		Farmingdale, NJ 07727	Monmouth Co.	Religious Buildings
St. Veronica's Roman Catholic Church	4215 US 9 North		Howell, NJ 07731	Monmouth Co.	Religious Buildings
Temple Beth Am	1235 Highway 70		Lakewood, NJ 08701	Monmouth Co.	Religious Buildings
West Farms United Methodist Church	153 Casino Dr.		Farmingdale, NJ 07727	Monmouth Co.	Religious Buildings
Holy Spirit Lutheran Church	333 North Main St.		Manahawkin, NJ 08050	Ocean Co.	Religious Buildings
King of Kings Community Church	1000 Route 9		Manahawkin, NJ 08050	Ocean Co.	Religious Buildings
Manahawkin Baptist Church	400 Beach Ave		Manahawkin, NJ 08050	Ocean Co.	Religious Buildings
Manahawkin United Methodist	116 Stafford Ave.		Manahawkin, NJ 08050	Ocean Co.	Religious Buildings
Ocean Community Church	1492 Route 72 West		Manahawkin, NJ 08050	Ocean Co.	Religious Buildings
Fair Share Housing Center	510 Park Blvd		Cherry Hill, NJ 08002	ALL	Social Service Offices/Administration Buildings
New Jersey Housing Resource Center	637 South Clinton Ave	PO Box 18550	Trenton, NJ 08650	ALL	Social Service Offices/Administration Buildings
Arm in Arm	123 East Hanover Street		Trenton, NJ 08608	Mercer	Social Service Offices/Administration Buildings
Arm in Arm	61 Nassau Street		Princeton, NJ 08542	Mercer	Social Service Offices/Administration Buildings
Hightstown Housing Authority	131 Rogers Avenue		Hightstown, NJ 08520	Mercer	Social Service Offices/Administration Buildings
Mercer County Department of Human Services	640 S. Broad Street	P. O. Box 8068	Trenton, NJ 08650-0068	Mercer	Social Service Offices/Administration Buildings
Mercer County Dept of Housing & Community Development	640 S. Broad Street	P. O. Box 8068	Trenton, NJ 08650-0068	Mercer	Social Service Offices/Administration Buildings
Mercer County Office on Aging	640 S. Broad Street	P. O. Box 8068	Trenton, NJ 08650-0068	Mercer	Social Service Offices/Administration Buildings
NJ Department of Community Affairs	Division of Housing and Community Resources	101 South Broad Street, PO Box 806	Trenton, NJ 08625-0806	Mercer	Social Service Offices/Administration Buildings
Princeton Housing Authority	1 Redding Circle		Princeton, NJ 08540	Mercer	Social Service Offices/Administration Buildings
Princeton Senior Resource Center	The Suzanne Patterson Building	45 Stockton Street	Princeton, NJ 08540	Mercer	Social Service Offices/Administration Buildings
Princeton Senior Resource Center	179 Spruce Circle		Princeton, NJ 08540	Mercer	Social Service Offices/Administration Buildings
The Salvation Army Trenton	575 E State St.		Trenton, NJ 08601	Mercer	Social Service Offices/Administration Buildings
Trenton Housing Authority	875 New Willow Street		Trenton, NJ 08638	Mercer	Social Service Offices/Administration Buildings
Community Action Service Center	PO Box 88		Hightstown, NJ 08520	Mercer Co.	Social Service Offices/Administration Buildings
Concerned Citizens of Ewing, Inc.	320 Hollowbrook Dr.		Ewing, NJ 08638	Mercer Co.	Social Service Offices/Administration Buildings
East Windsor Senior Center	40 Lanning Blvd.		East Windsor, NJ 08520	Mercer Co.	Social Service Offices/Administration Buildings

<u>Business Name</u>	<u>Address 1</u>	<u>Address 2</u>	<u>City State Zip</u>	<u>Co.</u>	<u>Type of Organization</u>
John O. Wilson Hamilton Twp. Service Center	169 Wilfred Ave.		Trenton, NJ 08610	Mercer Co.	Social Service Offices/Administration Buildings
Lawrence Twp. Community Council, Inc.	295 Eggerts Rd.		Lawrence, NJ 08648	Mercer Co.	Social Service Offices/Administration Buildings
Mercer Co. Board of Social Services	200 Woolverton St.	P.O. Box 1450	Trenton, NJ 08650	Mercer Co.	Social Service Offices/Administration Buildings
United Way Greater Mercer	3150 Brunswick Pike, Ste 230		Lawrenceville, NJ 08648	Mercer Co.	Social Service Offices/Administration Buildings
Veteran Services	2280 Hamilton Ave.		Hamilton, NJ 08619	Mercer Co.	Social Service Offices/Administration Buildings
CARCnj	913 Sewall Ave		Asbury Park, NJ 07712	Monmouth	Social Service Offices/Administration Buildings
CARCnj	12 Throckmorton Street		Freehold, NJ 07728	Monmouth	Social Service Offices/Administration Buildings
Monmouth County Community Development	Monmouth County Hall of Records	One East Main Street, P.O. Box 1255	Freehold, NJ 07728	Monmouth	Social Service Offices/Administration Buildings
Monmouth County Department of Human Services	Monmouth County Hall of Records	One East Main Street, P.O. Box 1255	Freehold, NJ 07728	Monmouth	Social Service Offices/Administration Buildings
Monmouth County Office on Aging	3000 Kozloski Road		Freehold, NJ 07728	Monmouth	Social Service Offices/Administration Buildings
Monmouth County Public Housing Agency	3000 Kozloski Road		Freehold, NJ 07728	Monmouth	Social Service Offices/Administration Buildings
The Asbury Park/Neptune Branch of the NAACP	PO Box 1143		Asbury Park 07712	Monmouth	Social Service Offices/Administration Buildings
The Latino Action Network	PO Box 943		Freehold, NJ 07728	Monmouth	Social Service Offices/Administration Buildings
The NAACP of Greater Long Branch	231 Wilbur Ray Avenue		Long Branch, NJ 07740	Monmouth	Social Service Offices/Administration Buildings
Freehold Senior Citizens Center	116 Jackson Mills Rd.		Freehold, NJ 07728	Monmouth Co.	Social Service Offices/Administration Buildings
Howell Senior Citizens Center	251 Preventorium Rd.	P.O. Box 580	Howell, NJ 07731	Monmouth Co.	Social Service Offices/Administration Buildings
Monmouth Co. Division of Social Services	P.O. Box 3000	Koslowski Rd.	Freehold, NJ 07728	Monmouth Co.	Social Service Offices/Administration Buildings
Monmouth Co. Human Services	3000 Koslowski Rd.		Freehold, NJ 07728	Monmouth Co.	Social Service Offices/Administration Buildings
Monmouth Co. Human Services	2405 Route 66		Ocean, NJ 07712	Monmouth Co.	Social Service Offices/Administration Buildings
Monmouth Housing Alliance	3535 State Route 66 Ste 4		Neptune, NJ 07753	Monmouth Co.	Social Service Offices/Administration Buildings
United Way Monmouth Co.	1415 Wycoff Rd.		Farmingdale, NJ 07727	Monmouth Co.	Social Service Offices/Administration Buildings
NAACP Ocean County/Lakewood Branch	PO Box 836		Lakewood, NJ 08701	Ocean	Social Service Offices/Administration Buildings
NAACP Toms River Branch	PO Box 5144		Toms River, NJ 08754	Ocean	Social Service Offices/Administration Buildings
NJ Department of Community Affairs Homeless Prevention	1510 Hooper Ave		Toms River, NJ 08753	Ocean	Social Service Offices/Administration Buildings
Ocean City Housing Authority	204 4th Street		Ocean City, NJ 08226	Ocean	Social Service Offices/Administration Buildings
Ocean County Board of Chosen Freeholders	P.O. Box 2191		Toms River, N.J. 08754-2191	Ocean	Social Service Offices/Administration Buildings
Ocean County Community Development	129 Hooper Ave.	PO Box 2191	Toms River, NJ 08754-2191	Ocean	Social Service Offices/Administration Buildings
Ocean County Department of Human Services	101 Hooper Avenue		Toms River, NJ 08753	Ocean	Social Service Offices/Administration Buildings
Ocean County Office on Aging	1027 Hooper Avenue	Building 2, 1st Floor	Toms River, NJ 08754	Ocean	Social Service Offices/Administration Buildings
OCEAN, INC	52 Hyers Street	P.O. Box 1029	Toms River, NJ 08754	Ocean	Social Service Offices/Administration Buildings
Saint Francis Community Center	4700 Long Beach Blvd		Long Beach Township, NJ 08008	Ocean	Social Service Offices/Administration Buildings
The New Jersey State Conference of the NAACP	14 Clifton Ave South		Lakewood, NJ 08701	Ocean	Social Service Offices/Administration Buildings
Ocean Co. Board of Social Services	1027 Hooper Ave.	P.O. Box 547	Toms River, NJ 08754	Ocean Co.	Social Service Offices/Administration Buildings

<u>Business Name</u>	<u>Address 1</u>	<u>Address 2</u>	<u>City State Zip</u>	<u>Co.</u>	<u>Type of Organization</u>
Ocean Co. Board of Social Services	North Ocean Co. Resource Center	225 Fourth St.	Lakewood, NJ 08701	Ocean Co.	Social Service Offices/Administration Buildings
Ocean County Administrative Offices	PO Box 2191		Toms River, NJ 08754-2191	Ocean Co.	Social Service Offices/Administration Buildings
STEPS	14 Clifton Ave South		Lakewood, NJ 08701	Ocean Co.	Social Service Offices/Administration Buildings
The ARC of Ocean County	815 Cedar Bridge Avenue		Lakewood, NJ 08701	Ocean Co.	Social Service Offices/Administration Buildings
United Way Ocean Co.	253 Chestnut Street		Toms River, NJ 08753	Ocean Co.	Social Service Offices/Administration Buildings
Bayshore NAACP	PO Box 865		Matawan, NJ 07747		Social Service Offices/Administration Buildings
Greater Freehold NAACP	PO Box 246		Marlboro Annex, NJ 07746		Social Service Offices/Administration Buildings
Greater Red Bank NAACP	PO Box 311		Navesink, NJ 07752		Social Service Offices/Administration Buildings
Supportive Housing Association	185 Valley Street		South Orange, NJ 07079		Social Service Offices/Administration Buildings
The New Jersey State Conference of the NAACP	13 West Front Street		Trenton, NJ 08608		Social Service Offices/Administration Buildings
Trenton NAACP	117 Cadwalader Dr		renton, NJ 08618		Social Service Offices/Administration Buildings
Mercer County Association of REALTORS	1428 Brunswick Avenue		Trenton N.J. 08638	Mercer	
Monmouth Ocean Regional Realtors	One Hovchild Plaza	4000 Route 66	Tinton Falls, NJ 07753	Monmouth/Ocean	
Ocean County Board of Realtors	271 Lakehurst Road		Toms River, NJ 08755	Ocean	

Appendix C - Marlboro Township Pre-Application Distribution List

<u>Business Name</u>	<u>Address1</u>	<u>Address 2</u>	<u>City State Zip</u>
Monmouth Co. Office on Aging	21 Main and Court Center	PO Box 1255	Freehold, NJ 07728
Ocean Co. Office of Senior Services	1027 Hooper Avenue		Toms River, NJ 08754-2191
Mercer Co. Office on Aging	Mercer Co. Administration Bldg.	PO Box 8068	Trenton, NJ 08650-0068
Monmouth Co. Public Housing Agency	Monmouth Co. Division of Social Services	PO Box 3000	Freehold, NJ 07728
Mercer Co. Library Headquarters	2751 Brunswick Pike		Lawrenceville, NJ 08648
Monmouth Co. Headquarters Library	125 Symmes Drive		Manalapan, NJ 07726
Ocean Co. Library	101 Washington Street		Toms River, NJ 08753
Marboro Township Town Hall	1979 Township Drive		Marboro, NJ 07746
Marlboro Branch	Monmouth County Library	1 Library Court and Wyncrest Drive	Marboro, NJ 07746

Appendix K:
Rehabilitation Program Documentation

Home Improvement Program

Policies and Procedures Manual

Township of Marlboro

New Jersey



Created July 21, 2014 and Updated May 23, 2019

Prepared by:



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Home Improvement Program

Policies & Procedures Manual

I. INTRODUCTION

The purpose of this document is to establish policies, guidelines and procedures which will govern the Marlboro Home Improvement Program (HIP). The HIP was created by the Township to assist properties occupied by very low, low and moderate-income households to correct all existing interior and exterior health, safety and code violations in conformity with the standards of the New Jersey State Housing Code, N.J.A.C. 5:28 and the Rehabilitation Subcode, N.J.A.C. 5:23-6. Additionally, the HIP was designed to fulfill Marlboro's rehabilitation portion of the Fair Housing obligations under the New Jersey Fair Housing Act as well as Marlboro's Fair Share Plan as submitted to and approved by the Court Master. The HIP is guided by N.J.A.C. 5:93-5.2 and is subject to all laws, regulations, ordinances, and codes of the New Jersey Department of Community Affairs (DCA) and the Township of Marlboro¹. The Township of Marlboro has contracted with Community Grants, Planning & Housing LLC (CGP&H), a private consulting firm specializing in the implementation of publicly-funded housing rehabilitation programs, to manage and administer the HIP. The Program's funding source will be municipal housing trust funds. If the funding source changes, the manual will be updated to reflect the change as well as changes to regulation requirements, if any.

A. Fair Housing and Equal Housing Opportunities

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



For more information on discrimination or if anyone feels they are a victim of discrimination, please contact the New Jersey Division on Civil Rights at 1-866-405-3050 or <http://www.state.nj.us/lps/dcr/index.html>. Fair Housing and Equal Housing Opportunities apply to both owner and tenant applications.

¹ The HIP is guided by N.J.A.C. 5:93 except for the length of affordability controls for both owner- and renter-occupied (10 years, not six (6) years) and except for the required average hard cost expenditure (\$10,000, not \$8,000).

II. ELIGIBLE PARTICIPANTS

A. Program Area

The HIP is a Township wide program currently aimed at scattered site housing rehabilitation of housing occupied by very low, low and moderate-income households throughout the Township of Marlboro.

B. Categories of Participants

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

C. Income Limits

Household income is defined as the combined annual income of all family members over 18 years of age including wages, Social Security, disability insurance, unemployment insurance, pensions, dividend/interest income, alimony, etc. Each unit's total household income must fall within or below the State's moderate-income limits based on family size.

Since the 2015 NJ Supreme decision declaring COAH nonfunctioning, it is now left to the local court vicinages to approve income, sales and rental increases using similar methodologies that were employed by COAH.

The income limits and applicable methodology are in Appendix A, and the plan for properly amending median incomes and rental increases every year going forward until or unless COAH or another state entity becomes functional again is also included in Appendix A at the end of this manual. The Program Administrator will ensure that the annual chart in Appendix A is updated whenever updates become available.

If at any time, COAH (or a successor administrative agency duly empowered by an amendment to the Fair Housing Act) begins to issue updated annual income limits and rules for increasing sales prices and rent levels each year, said updated income limits and rules for increasing sales prices and rent levels each year may be used instead of the methodology set forth herein.

D. Application Selection

The Program will process new applicants added to the waiting list/applicant pool on a first-come, first served basis, to qualified applicants. The goal is to have a minimum of 50% of the properties assisted comprising of low income households. The HIP will establish the waiting list from the program marketing efforts identified in Section IX of this manual.

Emergency Processing Order

Properties with safety and/or health hazards, confirmed/certified as an emergency by the municipal Construction Official or Health Department, can by-pass the first-come, first served process however they must meet all the other program requirements including income eligibility and bringing the unit up to code.

The Program Administrator shall determine that an emergency situation exists based on the following:

- A. The repair problem is an immediate and serious threat to the health and safety of the building's residents
- B. The problem has been inspected and the threat verified by the appropriate local building inspector and/or health official

Depending on the type and extent of the emergency and with the homeowner's permission, the Program may by-pass the standard bid process outlined in *Section V sub-section N* to expedite the bid/contractor selection process. Instead the Program may have a proven qualified contractor familiar with the Program present at the initial property inspection with the homeowner to count as the contractor's site visit. This will allow for a quick turn-around on emergency scope of work to be contracted on a single quote basis. To be awarded the emergency work, the contractor's quote must be determined to be a reasonable cost based on the Program Inspector's cost estimate and the contractor must commit to a tight timeline to resolve the emergency situation. This emergency process may apply to heavily leaking roofs, inoperable heating systems during the winter months, immediately hazardous electrical systems and/or blocked sewer lines unresolvable to unclog via a simple service call for under \$1,000.

Please note that the loan agreement will state that if the homeowner takes the emergency funds to abate the safety/health hazards and then subsequently decides to voluntarily remove themselves from participation in the Township's Home Improvement Program to complete the non-emergency substandard code violation components of their project, essentially negating any opportunity for the municipality to gain credit for a fully rehabilitated home for this unit, those public funds used for the emergency shall be immediately due and payable back to the Township.

To address this potential, any homeowner receiving emergency funds will also be required to execute a statement indicating that the Township will place a lien on the property assisted for the Township to recapture the emergency funds, to be repaid with interest, based on the monthly average mortgage loan commitment rates at the time of closing in the event of noncompliance.

E. Manufactured / Mobile Homes

Manufactured / Mobile Homes are eligible for program assistance. The standard program procedures apply except for the differences identified in the table below:

Process	Standard House (with land ownership)	Manufactured / Mobile Home
Determine property equity	Tax Assessment divided by municipality's equalization ratio for current market value, less mortgage if applicable	Zillow/Real Estate Comparables in Mobile Home Park or nearby for current market value, less existing home loan if applicable
Accounts Paid Current	Property Taxes	Land/Pad Lease
Program Lien	Via recorded mortgage on property	Via lien holder on Division of Motor Vehicle Certificate of Title
Construction/Housing Codes	N.J.A.C. 5:28 and 5:23-6	HUD 32.80

III. ELIGIBLE ACTIVITIES

A. Eligible Improvements

The purpose of the program is to bring substandard housing up to code. In order to qualify for participation in the program, the condition of each home must be certifiable as being "substandard" as defined in N.J.A.C. 5:93-1.3.

In other words, at least one of the following major systems must be in need of replacement or substantial repair:

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

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

- Lead paint remediation
- Interior trim work
- Interior and/or exterior doors
- Interior and/or exterior hardware
- Window treatment
- Interior stair repair
- Exterior step repair or replacement
- Porch repair
- Wall surface repair
- Painting
- Exterior rain carrying system repair

B. Ineligible Improvements

Work not eligible for program funding includes but is not limited to luxury improvements (improvements which are upgrades/higher than mid-grade and/or strictly cosmetic), carpets, additions, conversions (basement, garage, porch, attic, etc.), repairs to structures separate from the living units (detached garage, shed, barn, etc.), furnishings, pools, landscaping, solar panels and generators. If determined unsafe, stoves may be replaced. The replacement or repair of other appliances is prohibited.

Rehabilitation work performed by property owners shall not be funded under this program.

C. Rehabilitation Standards

Funds are to be used for work and repairs required to make the unit standard and abate all interior and exterior violations of the New Jersey State Housing Code, N.J.A.C. 5:28 and the Rehabilitation Subcode, N.J.A.C. 5:23-6, any applicable property maintenance code adopted by the municipality or ordinance (of which the more restrictive requirements will apply), conserve energy and remove health and/or safety hazards; and any other work or repairs, including finishing and painting, which are directly related to the above listed objectives. For projects that require construction permits, the rehabilitated unit shall be considered complete at the date of final approval pursuant to the Uniform Construction Code.

Municipal rehabilitation investment for hard costs shall average at least \$10,000 per unit, and include the rehabilitation of at least one major system, as previously defined under eligible improvements.

D. Certifications of Substandard/Standard

The Program Building Inspector will inspect the property to determine which systems, if any, are substandard in accordance with sub-section A above and issue a Certification of Substandard. Upon program construction completion, all code deficiencies noted in the inspection report must be corrected and rehabilitated units must be in compliance with the standards proscribed in sub-section C above upon issuance of a municipal certificate of completion/approval.

IV. FUNDING TERMS FOR OWNER OCCUPIED AND INVESTOR OWNED UNITS

Funding will be provided on the following terms:

A. Terms and Conditions for Owner Occupied Units

Table 1 Owner-Occupied Single Family Home Terms & Conditions

Owner-Occupied Single Family Unit Terms and Conditions of Loan	
Minimum Loan Amount	The municipality may rehabilitate substandard units that require less than \$10,000 of work, provided the municipal rehabilitation activity shall average at least \$10,000 per unit.
Maximum Loan Amount	\$20,000 per unit
Interest Rate	0% (No monthly payments)
Payment Terms:	100% forgivable if homeowner maintains occupancy and title during the 10-year period. Original Principal is due if house is sold and/or title/occupancy changes years 1 through 10 except for <i>Exceptions to Loan Repayment Terms</i> section below.
Mechanism for Securing Loan	Mortgage and Mortgage Note recorded against property

If the owner decides to sell the property, transfer title, or if the owner should die before the terms of the lien expire, the owner, heirs, executors or legal representatives must repay 100% of the original loan per the schedule above upon a title change. Rental of house is allowable under certain conditions subject to approval by the Administrative Agent.

Exceptions to Loan Repayment Terms above during the lien period:

1. If the loan transfers due to inheritance by a Class A beneficiary who will take occupancy upon death of Program mortgagee/Borrower and assume the lien (income eligibility not a requirement); or if by inheritance by a qualified income eligible non-Class A beneficiary, or
2. If the house is sold at an affordable price pursuant to UHAC to someone who can be qualified as income eligible, takes occupancy and agrees to assume the program lien, or

3. If the house is sold at an affordable price pursuant to UHAC to an investor who assumes the lien and also signs a deed restriction for the remaining duration of the affordability period to rent the dwelling at the affordability controls restricted rental rate and according to the affirmative marketing requirements for re-rentals. When this occurs, the Township's Administrative Agent will be responsible for monitoring compliance over that unit.

B. Terms and Conditions on Owner-Occupied Multi-Family Rental Units

Table 2 Owner-Occupied Multi-Family Home Terms & Conditions

Owner-Occupied Multi-Family Including Tenant Unit(s) Terms and Conditions of Loan	
Minimum Loan Amount	The municipality may rehabilitate substandard units that require less than \$10,000 of work, provided the municipal rehabilitation activity shall average at least \$10,000 per unit.
Maximum Loan Amount	\$16,000 per unit
Interest Rate	0% (No monthly payments)
Payment Terms	100% forgivable if homeowner maintains occupancy and title during the 10 year period. Original Principal is due if not in compliance with affordability controls. Rental restrictions transfer with property. See Restrictions below.
Mechanism for Securing Loan	Mortgage, Mortgage Note and Deed Restriction recorded on property

The assisted housing unit(s) must be occupied by and affordable to a household that is certified as an income eligible household as per either the latest Income Limits by Region, or in compliance with the municipality's Settlement Agreement and/or Court Order, whichever is applicable.

The owner will execute a Mortgage, Mortgage Note, and Deed Restriction, the latter which guarantees the continued availability of the rental unit to low or moderate-income households for the terms of the ten-year deed restricted affordability period. The affordability terms for the rental units do not expire even if the owner sells the property, transfers title to the property, or dies within the ten-year program deed restricted affordability period.

Moreover, if Program funds were expended on the owner-occupied unit, and the homeowner sells, transfers title, dies or is not in compliance during the ten-year deed restricted affordability

period, unless ownership is transferred to another low or moderate-income homeowner, any Program funds expended on work done on the owner’s individual unit along with a pro-rata portion of the shared improvements must be fully repaid to the Township and used to rehabilitate another housing unit.

Additionally, for rental units in a multi-family owner-occupied home:

For tenant units, the maximum permitted rent is pursuant to UHAC and subject to annual adjustment. If a unit is vacant upon initial rental subsequent to rehabilitation, or if a renter-occupied unit is re-rented prior to the end of controls on affordability, the Deed Restriction shall require the unit to be rented to a low- or moderate- income household at an affordable rental price and will be affirmatively marketed by the Township designated Administrative Agent, in accordance with the Township of Marlboro’ Affordable Housing Affirmative Marketing Plan. Landlords are responsible to pay income certification fees and affirmative marketing cost for re-rentals.

For information regarding future rental increases: Please refer to Section VIII C of this manual.

C. Terms and Conditions on Investor-Owned Multi-Family Rental Units

Table 3 Investor-Owned Terms & Conditions

Investor-Owned Multi-Family Unit Terms and Conditions of Loan	
Minimum Loan Amount	Per N.J.A.C. 5:93-5.2, the municipality may rehabilitate substandard units that require less than \$8,000 of work, provided the municipal rehabilitation activity shall average at least \$10,000 per unit.
Maximum Loan Amount	\$16,000 per rental unit
Interest Rate	0% (No monthly payments)
Payment Terms	Owner pays 25% of rehab cost at construction agreement signing. 75% balance forgiven if in compliance with rental restrictions. Rental restrictions transfer with property. See restrictions below.
Mechanism for Securing Loan	Mortgage, Mortgage Note and Deed Restriction recorded against property

The ten-year affordability controls against the property will be recorded in a Deed Restriction. The property owner agrees to abide by the rental affordability controls for the life of the Deed Restriction. Additionally, the following conditions apply:

The assisted housing unit(s) must be occupied by and affordable to a household that is certified as an income eligible household as per either the latest Income Limits by Region, or in compliance with the municipality's Settlement Agreement and Court Order, whichever is applicable and as designated by unit in the Deed Restriction. The maximum permitted rent is determined by the Township's Administrative Agent and is pursuant to UHAC and subject to annual adjustment. A copy of the income figures for 2019, and the methodology for going forward, until the reinstatement of COAH or another state entity performing this function is included in Appendix A of this document.

Throughout the ten year affordability controls, if a rental unit is vacant upon initial rental subsequent to rehabilitation, or if a renter-occupied unit is re-rented prior to the end of controls on affordability, the Deed Restriction shall require the unit to be rented to a low- or moderate-income household(as designated by unit in the Deed Restriction) at an affordable price and will be affirmatively marketed in accordance with the Township of Marlboro Affordable Housing Affirmative Marketing Plan by the Townships' current Administrative Agent at the rates and terms defined within that Agreement. Landlords are responsible to pay income certification fees and affirmative marketing costs for re-rentals.

The owner will execute a Mortgage, Mortgage Note and Deed Restriction, the latter which will guarantee the continued availability of the unit to income eligible households for the terms of the ten-year lien affordability period.

Throughout the ten-year deed restrictive period, the affordability terms do not expire even if the owner sells the property, transfers title to the property, dies, or rents to other than low or moderate-income renters, before the terms of the lien expire.

D. Special Needs Waivers for Higher Cost Rehabilitation Projects

In cases of housing rehabilitation costs exceeding the program maximum loan amounts listed in applicable Tables 1, 2 and 3 above:

- The Program will get confirmation of whether or not the homeowner can contribute personal funding.
- If needed, the Program will attempt to partner with other possible funding sources such as U.S.D.A. Rural Development and/or the Low Income Home Energy Assistance Program (LIHEAP)
- The Program reserves the right to make an exception and allow the expenditure of up to an additional \$5,000 per unit to address code violations. The Township will consider other situations for special needs waivers. Individual files will be reviewed on a case-by-case

basis. Upon Program and Township approval, a Special Needs Funding Limit Waiver may be issued.

- If no viable options, the case will have to be terminated.

E. Use of Recaptured Program Funds

All recaptured funds will be deposited into a Marlboro Township affordable housing trust fund in accordance with N.J.A.C. 5:93-8.15

V. IMPLEMENTATION PROCESS

A. Application/Interview

For each prospective applicant, this process starts with a homeowner either submitting an online preliminary application or the Case Manager pre-qualifies the interested homeowner by phone, whichever is the homeowner's preference. The information is entered in the program applicant pool/waiting list. If the homeowner passes the preliminary criteria review, program information, guidelines, and an application package will be mailed or emailed to the applicant when their name is reached in the program's waiting list. Each prospective applicant is to complete the application and return it to the Case Manager, along with the required verification documents. Upon receipt of the completed application package, a case file will be opened for the applicant and a case file number will be assigned to the unit. The Case Manager will be available via a direct phone line to assist applicants during this and all other phases of the process. Additionally, as needed, a Case Manager will be available for face to face prescheduled appointments. Once a case is assigned a number, the cases are processed in the order of receipt of completed applications.

B. Eligibility Certification

To be eligible for assistance, households in each unit to be assisted must be determined to be income eligible. All adult members, 18 years of age and older, of both the owner household and tenant household (if any) must be fully certified as income-eligible before any assistance will be provided by the Program. The HIP will income qualify applicant, and when applicable tenant, households in accordance with N.J.A.C. 5:93-9 and the Uniform Housing Affordability Controls (UHAC) at N.J.A.C. 5:80-16.1 et seq., except for the asset test.

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

C. What is Considered Income

The following income sources are considered income and will be included in the income eligibility determination:

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

D. What is Not Considered Income

The following income sources are not considered income and will not be included in the income eligibility determination:

- Rebates or credits received under low-income energy assistance programs
- Food stamps
- Payments received for foster care
- Relocation assistance benefits
- Income of live-in attendants
- Scholarships
- Student loans

- Personal property such as automobiles
- Lump-sum additions to assets such as inheritances, lottery winnings, gifts, insurance settlements
- Part-time income of dependents enrolled as full-time students
- Court ordered payments for alimony or child support paid to another household shall be deducted from gross annual income

E. How to Verify Income

To calculate income, the current gross income of the applicant is used to project that income over the next 12 months. Income verification documentation should include, but is not limited to the following for each and every member of a household who is 18 years of age or older:

1. Four current consecutive pay stubs, including bonuses, overtime or tips, or a letter from the employer stating the present annual income figure or if self-employed, a current Certified Profit & Loss Statement and Balance Sheet.
2. A signed copy of regular IRS Form 1040 (Tax computation form), 1040A or 1040EZ (as applicable) and state income tax returns filed for the last three years prior to the date of interview or notarized tax waiver letter for respective tax year(s)- A Form 1040 Tax Summary for the past three tax years can be requested from the local Internal Revenue Service Center or by calling 1-800-829-1040.
3. If applicable, a letter or appropriate reporting form verifying monthly benefits such as:
 - Social Security or SSI – Current award letter or computer printout letter
 - Unemployment – verification of Unemployment Benefits
 - Welfare -TANF current award letter
 - Disability - Worker's compensation letter or
 - Pension income (monthly or annually) – a pension letter
4. A letter or appropriate reporting form verifying any other sources of income claimed by the applicant, such as alimony or child support – copy of court order or recent original letters from the court (includes separation agreement or divorce papers) or education scholarship/stipends – current award letter;
5. Reports from the last two consecutive months that verify income from assets to be submitted by banks or other financial institutions managing savings and checking accounts (bank statements and passbooks), trust funds, money market accounts, certificate of deposit, stocks or bonds (In brokerage accounts – most recent statements

and/or in certificate form – photocopy of certificates), whole life insurance. Examples include copies of all interest and dividend statements for savings accounts, interest and non-interest bearing checking accounts, and investments;

6. Evidence or reports of income from directly held assets, such as real estate or businesses owned by any household member 18 years and older.
7. Interest in a corporation or partnership – Federal tax returns for each of the preceding three tax years.
8. Current reports of assets – Market Value Appraisal or Realtor Comparative Market Analysis and Bank/Mortgage Co. Statement indicating Current Mortgage Balance. For rental property attach copies of all leases.

F. Additional Income Verification Procedures

1. Student Income

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

2. Income from Real Estate

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

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

G. Other Eligibility Requirements

Applicant to submit the following in the application package:

- Copy of current Homeowner's insurance declarations page (not the policy or receipt);
- Proof of flood insurance, if property is located in a flood zone;
- Copy of recorded deed to the property to be assisted;

- If deed co-holder resides at another location, provide proof of same (driver's license, etc);
- If widow or widower, copy of spouse's Death Certificate;
- Proof that all mortgage payments and, when applicable, Homeowner Association (HOA) Fees are paid current;
- Copy of any and all other liens recorded against the property;
- Personal identification (a copy of any of the following: Driver's License, Passport, Birth Certificate, Social Security Card, Adoption Papers, Alien Registration Card, etc.); and
- Original of signed Eligibility Release form.

Properties for sale are ineligible for program assistance as well as any property the homeowner plans to sell within the next two years.

The Program will do a title search including checking for active bankruptcies.

H. Requirements of Property Taxes and Municipal Utilities Account Paid Current

All applicants' water, sewer and property tax accounts must be paid current. The Program reserves the right to make an exception to the requirement of paid up municipal accounts. Individual files will be reviewed on a case-by-case basis. Upon approval by the appropriate municipal officials and the Program, a Special Needs Eligibility Requirements Waiver may be issued.

I. Sufficient Equity and Carrying Cost

Additionally, to be determined eligible, there must be sufficient equity in the home to cover the program lien. In other words, the market value of the house must be greater than the total of the existing liens and anticipated program lien combined. For the sake of this rule, the market value of the home will be calculated using the municipality's assessed value divided by the equalization ratio. All existing property liens (mortgage, home equity loan, etc.) are then deducted from the calculated house value to determine the current property equity. The Township may consider a Special Needs Waiver approved by the municipality on a case-by-case basis for limited equity, but not for negative equity. Additionally, the applicant's income shall be sufficient to meet the carrying costs of the unit or the homeowner is to demonstrate how the unit's carrying costs are funded. This will be reviewed on a case-by-case basis.

J. House Conditions:

All areas of the house must be readily accessible, uncluttered, and clean. This is in anticipation of the Program Inspector and contractors needs of proper and sanitary access for inspections and construction work progress.

If there are any repairs or renovations currently being undertaken on the home by others or the homeowner or done within the last few years that require or required municipal permits, the work must be completed and the permits closed out prior to the homeowner applying to the Program.

K. Eligibility Scenarios of Multi-Family Structures

Several possibilities exist concerning the determination of eligibility in a multi-family structure.

Scenario 1. The Program Administrator determines that the owner is income eligible and the renters in each unit are income eligible. In this case, all of the units are eligible for rehabilitation.

Scenario 2. The Program Administrator determines that the owner is income eligible, but the renters are not. In this case, only the landlord's unit is eligible for rehabilitation. If a home improvement is undertaken which affects all the units in the house (e.g., replacement of a roof), the HIP will only cover a prorated percentage of the cost. For example, in a two-family home with units of approximately equal size, only 50% of the cost of roof replacement will be covered. Where units differ by more than 10% in size, the proration should be based on percentage of square footage within each unit compared to the total interior square footage of all other units in the structure. Shared common areas should not be counted in the denominator for the pro rata calculation.

Scenario 3. The Program Administrator determines that the owner is not income eligible, but the renters are. In this case, the rental units are eligible for rehab, but the owner's is not. If a rehab activity is undertaken which affects all of the units in the house (e.g., replacement of roof), the HIP will only cover a prorated percentage of the cost. For example, in a four-family home, only 75% of the cost of roof replacement would be covered. Where units differ in size, the proration is based on percentage of square footage.

If any of the conditions above apply to a particular applicant's case, CGP&H sends a letter that explicitly identifies which of the units is eligible for rehabilitation, as well as specifies any applicable percentage of the hard costs of rehabilitation between the Program and the homeowner. The homeowner's monetary contribution is to be paid prior to the start of construction at the preconstruction conference in the form of a money order or certified check made payable to the contractor. The payment is held by the Program until the work is satisfactorily completed, at which time the Program will release the payment to the contractor.

L. Eligibility Certification

After the Program Administrator has determined that the household is income eligible and meets all other eligible requirements, the Program Manager will complete and sign the Eligibility Certification. This certification is valid for 180 days starting from date of eligibility certification. A

Construction Agreement must be signed within this time period. If not, the Program Administrator must reevaluate the household's eligibility.

After the household is certified as income eligible, the Homeowner/Program Agreement will be executed between the owner and the program.

If an applicant is determined ineligible, for any reason, the Program will issue a Notice of Ineligibility explaining the reason for the ineligibility determination and case termination.

M. Housing Inspection/Substandard Certification/Work Write Up/Cost Estimate

The homeowner will be provided with a pre-inspection questionnaire to complete and return to the Case Manager. The completed questionnaire will provide the Program Inspector with helpful information to facilitate his upcoming inspection as well as assist to catch any existing open issues the homeowner has not disclosed that may prevent the Program from proceeding with the case. Examples of open issues may be an open construction job, open permit or lack of permit on recent work, non-compliant bedrooms in attic or basement, previously undisclosed household members, etc. Upon receipt of the completed questionnaire, it will be reviewed, and presuming no indicators to prevent the Program from proceeding, an inspection will be scheduled with the homeowner. The Program Inspector will perform a comprehensive inspection to determine what work items are necessary to bring the home up to code, as identified in section III C. Photos will be taken at the comprehensive inspection to document existing conditions. As a result of the comprehensive inspection, the Program Inspector will prepare a work write-up and cost estimate. All repairs needed to bring the home up to code will be identified. To the extent that the budget may permit, home weatherization will also be included. This work write-up will include a breakdown of each work item by category and by location in the house. The work write-up will contain information as to the scope of work and specifics on materials such as type, quantity and cost. A total cost estimate will be calculated for each housing unit. Improvements approved under the Program shall be based on the cost of mid-grade fixtures and materials. No upgrades from this standard shall be allowed. Only eligible rehab work will be funded by the Program. In the event that not all items can be accomplished due to program funding caps, the Program Inspector will establish a priority repair system which addresses the code violations before the non-code violations. The HIP's policy is to create Work Write-Ups and Cost Estimates that fall within the HIP funding caps. In unusual hardship cases and when the cost to correct all code violations exceeds the program funding limit, the HIP will seek the homeowner's monetary contribution. If the homeowner is unable to contribute funds or obtain funds from another funding source, the HIP will request additional funds from Marlboro.

For houses built prior to 1978, refer to Section VII Lead Base Paint (LBP).

N. Contractor Selection

The homeowner, with the approval of the Program Inspector, will select the contractor. The Case Manager will provide the homeowner with a copy of the work write up and the Program Contractor List. The homeowner will complete the Work Write-Up Review Form indicating review and approval of the work write-up and advising of any contractors currently on the Program Contractor List that the homeowner does not wish to have notified of the availability of the bid package. If the homeowner wishes to solicit a bid from a contractor not currently on the Program Contractor List, the homeowner will provide the contractor's name, address and telephone number on the Work Write-Up Review Form. Any contractors that have not been previously qualified are eligible to participate but must submit their qualifications as well as their bid in the bid package.

The Case Manager will notify at least three (3) currently active contractors that a bid package for the property is available. Each contractor must contact the Case Manager to obtain a full bid package and the contractor must submit a bid to the Case Manager by the submission deadline (usually within three (3) weeks of the date of the bid notification letter). All submitted bids will be opened and recorded by the Program Administrator at a meeting open to all interested parties.

The submitted bids will be reviewed by the homeowner and the Program Inspector. Generally, the lowest responsible bid from a qualified contractor will be chosen. If the homeowner selects a higher bid, he/she must pay the difference between the chosen and the lowest responsible bid.

O. Pre-Construction Conference/Contract Signing

The Program Inspector will conduct a pre-construction conference with the homeowner and contractor. Prior to the pre-construction conference the homeowner will be provided with copies of the loan documents and the Construction Agreement and the contractor will be provided with a copy of the Construction Agreement for review. At the time of the pre-construction conference, the scope of work will once again be reviewed. The homeowner and contractor responsibilities will also be reviewed, as well as the Program's construction procedures and program limitations. The homeowner and contractor will each sign the Construction Agreement and receive copies. The homeowner will sign and receive copies of the Mortgage and Mortgage Note in the amount of the HIP subsidy. For rental properties, the property owner will also sign the Deed Restriction (COAH form Appendix E-3).

If the homeowner is providing any funds for the rehabilitation of his/her home, those funds must be provided at the time of the pre-construction conference in the form of a certified check or money order made payable to the contractor. The check will be held by the Program and will be applied towards the contractor's first progress payment.

The contractor will be provided with information regarding the Lead-Based Paint Poisoning Prevention Act (4a.USC 483 1 (b)). The homeowner will be advised of the hazards of lead base paint in houses built prior to 1978 and provided with the EPA booklet Renovate Right. Both contractor and homeowner will each sign the respective Certifications. Additionally, for houses built prior to 1978, Section VII Lead Base Paint (LBP) applies.

Following the pre-construction conference, the Case Manager will provide the Township with a copy of the Construction Agreement which includes an itemized price list of the work.

It is the contractor's responsibility to ensure all required permits are applied for prior to the start of construction and, if applicable, at the time of any change orders.

The construction permitting process is handled by the municipality's Construction office.

P. Initiate Township Voucher

Following the pre-construction conference, the Case Manager will provide the Township with a copy of the executed Construction Agreement which includes the contractor information and an itemized price list of the work.

The Borough will create the Borough purchase order/voucher(s) and directly obtain the contractor's signature for up to two potential payments.

The Borough purchase order/voucher(s) will be adjusted to the payment amount as per the inspection results. Ultimately upon construction completion, the payments will equal the full voucher amount plus or minus any change orders.

Q. Progress Inspections

The Program Inspector will make the necessary inspections of the progress of property improvements. Inspections are necessary to ensure that the ongoing improvements coincide with the scope of work outlined in the work write-up. It is the contractor's responsibility to notify the Program Inspector when a minimum of 40% of the total contract work is completed. The Program Inspector will schedule the inspection with the homeowner, at which time the Program Inspector will also obtain verbal confirmation from the homeowner that the work is ready for inspection.

If work passes the satisfactory progress inspection, the Case Manager will follow the procedures spelled out in Section V subsection T *Payment Structure and Process* to process a contractor's progress payment request.

The Program Inspector will notify the contractor and the homeowner in writing of any work deficiencies discovered during the progress inspection. Work deficiencies must be corrected prior to the contractor's request for the next inspection.

For houses built prior to 1978, a work item marked EPA RRP Rule cannot be paid for until the contractor provides a post renovation report to the Program. Refer to Section VII Lead Base Paint (LBP) for the EPA regulation.

R. Change Orders

If it is determined during rehabilitation that a change from the original work write-up is required, a Program Change Order Authorization form must be completed and approved by the homeowner, the contractor, the Program and the Township. The Case Manager will forward the executed change order to the Township.

The contractor will be notified by the Case Manager of the results, and no change order work should be undertaken by the contractor until he has received a copy of the fully executed Change Order Authorization or the contractor risks non-payment for the change order work.

S. Final Inspection

Prior to requesting a final inspection, it is the contractor's responsibility to:

- Properly close out all the permits and to provide proof of closed out permits to the Case Manager via the municipal Certificate of Approval;
- Deliver to the homeowner a complete release of all liens arising out of the Construction Agreement, a receipt in full covering all labor, materials and equipment for which a lien could be filed or a bond satisfactory to the owner indemnifying owner against any lien; and;
- Provide the homeowner with all applicable warranties for items installed and work completed during the course of the rehabilitation.

Once the contractor has provided the Case Manager with all required job closeout forms, the contractor will be responsible to request the Program's final inspection. The Program Inspector will schedule the final inspection with the homeowner, at which time the Program Inspector will also obtain verbal confirmation from the homeowner that the rehabilitation work has been completed and is ready for inspection. The Program Inspector will then conduct a final inspection to certify that the required property improvements are complete. The homeowner will be present during the final inspection and the contractor will be present if there are issues to resolve.

Construction progress on each work line item will be inspected and considered for payment. If the work passes satisfactory final inspection, the Case Manager will follow the procedures spelled out in Section V subsection T. *Payment Structure and Process* to process the contractor's final payment request.

For houses built prior to 1978, a work item marked EPA RRP Rule cannot be paid for until the contractor provides a post renovation report to the program. Refer to Section VII Lead Base Paint (LBP) for the EPA regulation.

If the Program Inspector identifies any work deficiencies during the final inspection, the Program Inspector will notify the contractor and the homeowner of the deficiencies in writing and the value of said deficiencies will be deducted from the final payment request. Work deficiencies discovered during the final inspection will require the Program Inspector to conduct a subsequent inspection upon contractor's correction of deficiencies. The Rehabilitation Program reserves the right to hold the contractor responsible to pay the cost of any additional inspections beyond the final inspection at a rate of \$350 per inspection for prematurely requesting the final inspection with the work not 100% completely done in a workman-like manner. Additional inspections are those in excess of the one progress inspection and the final inspection which are needed to inspect corrected deficiencies. The contractor must issue the failed final inspection penalty payment directly to CGP&H via a check prior to the Program Inspector scheduling and repeating the final inspection process. CGP&H will notify the municipality each time a penalty is levied.

The Program lien period will commence upon satisfactory completion of the final inspection. Photographs will be taken of the rehabilitated housing unit by the Program Inspector at the time of the satisfactory final inspection.

T. Payment Structure and Process

The Township will issue all payments, which will be made according to the following schedule:

One progress payment (representing a minimum of 40% of total contract work completed) will be paid. Upon completion of one hundred percent (100%) of the rehabilitation work, the contractor is eligible for final payment of the contract price.

Upon a satisfactory program inspection, and confirmation from the Case Manager that all contractor's documents have been submitted according to program procedures, the Case Manager will submit to the Township:

- Program's Request for Payment form with Owner's and Program's written approval
- Copy of change order, if one occurred

The Township retains the right to make payments to the contractor without homeowner approval should the homeowner become unavailable to sign the Program contractor payment form due to illness or absence. In such instance, the Program shall make reasonable attempts to contact the homeowner. If such efforts are not successful within a two-week period from the

final inspection date, the Program shall advise the Township, provide documentation of efforts to obtain homeowner approval, and may authorize contractor payment without homeowner sign-off, to not hold up payment rightfully due to the contractor.

The payment request documents must be submitted to the Township by Thursday one week prior the Council meeting to be placed on the applicable bill list. The municipal bill nights are on the Township website. The Township will forward to the Case Manager a copy of the executed payment to the contractor for case file records.

Upon job completion, the combined Township payments will total the Construction Agreement, including all applicable change order(s) if any, and minus owner contribution, if any. The combined Township payments will also match the final Township Voucher amount. Progress and final payments will be made payable to the contractor.

U. Standard Certification

A Certificate of Approval issued by the municipal construction official at the time the contractor closes out the rehabilitation construction permits, will confirm the scope of rehabilitation work has been completed and that the housing unit is now up to code standard. The contractor is to provide the Certificate of Approval to the Case Manager when requesting the final inspection. The Case Manager will ensure that a copy of the Certificate of Approval is placed in the case file.

V. Record Mortgage Documentation

At construction completion, the Case Manager will forward the executed mortgage to the Township's Attorney for recording. The Township will immediately file the mortgage with the County Clerk. For rental properties, the Deed Restriction will also be recorded.

W. File Closing

The Case Manager will close the homeowner's file after the final payment is made and the mortgage, and when applicable, Deed Restriction is/are returned from the County with recorded date, book and page.

The Case Manager will send the homeowner a case closeout letter explaining the warranty period, importance of program documents for personal record keeping, explaining the homeowner's responsibility to continue to maintain the home, providing the homeowner with a home maintenance checklist as guidance, thanking the owner for program participation, and encouraging him/her to recommend the program to other households in the community and, when applicable, reminding owner of the affordable housing rental requirements listed in the program lien documents and deed restriction.

X. Requests for Subordination or Program Loan Payoff

Marlboro may agree to subordination of its lien if the mortgage company supplies an appraisal showing that the new loan plus the balance(s) on all unpaid loans (including the value of the rehabilitation assistance) does not exceed ninety-five (95%) of the appraised value of the unit. If the homeowner is simply refinancing their primary mortgage to a lower interest rate and not “cashing out” any equity, Marlboro will subordinate up to 100% of the appraised value.

The fee to process subordination and program loan payoff requests will be paid by the homeowner directly to CGP&H at a rate of \$175 per request.

VI. CONTRACTOR REQUIREMENTS AND RECRUITMENT

A. Marketing

The Program will coordinate with the Township to advertise the availability of construction work on the Township’s website and display a contractor outreach poster and handouts in the municipal building, including the local construction office. Additionally, CGP&H will reach out to home improvement contractors registered with Consumer Affairs who are geographically near or in Marlboro. If determined needed, additional outreach will be conducted in the local newspapers and through the posting of community notices. As necessary, the Program will advertise the availability of construction work by posting information at local building supply dealers. All interested contractors will have the opportunity to apply for inclusion on the Program Contractor List, which will be made available for the homeowner's use in selecting rehabilitation contractors. The contractor outreach material will also be posted on CGP&H’s website.

B. Contractor Qualifications

To qualify, contractors must meet the following minimum requirements:

- Contractors must carry at least \$1,000,000 in general liability insurance. The Contractor shall carry full workmen’s compensation coverage including Employer’s Liability limits of at least \$500,000 and statutory state coverage for all his/her employees and those of his/her subcontractors engaged in program rehab work. The Contractor must provide the Case Manager with a certificate of insurance naming the Program as Certificate Holder, and naming the Municipality and CGP&H as additional insureds at time of Program job award; and
- At least three favorable references on the successful completion of similar work; and

- A reference of permit compliance from a municipal inspector (building inspector, code official, etc.); and
- The Contractor's State Business Registration Certificate; and
- Current Consumer Affairs Home Improvement Contractor license; and
- Applicable lead certifications for contractors working on houses built prior to 1978. As identified in the scope of work, the contractor must comply with the EPA Renovation, Repair and Painting (RRP) Rule regarding certification; and
- If claiming prior experience with local, state or federally funding housing rehabilitation programs, a record of satisfactory performance in a neighborhood rehabilitation program or other federal/state programs; and
- Appropriate licenses; e.g. plumbing, electrical.

Contractors must also complete a Contractor Qualification Form. The contractor's qualifications will be reviewed and the references cited will be checked by the Program Inspector before the contractor is awarded a job.

VII. Lead Based Paint (LBP):

For houses built prior to 1978, contractors must comply with the Environmental Protection Agency Renovation, Repair and Painting Rules (40 CFR Part 745) when any work item is marked with (EPA-RRP Rule) in the work specifications. The requirements are spelled out in the General Conditions of the work specifications

VIII. Rental Procedures:

Rental units are subject to the Uniform Housing Affordability Controls (UHAC) at N.J.A.C.5-80:26.1 et. seq. once the rental units are rehabilitated. In addition to the mortgage and mortgage note, the controls on affordability shall be in the form of a deed restriction.

- If a unit is vacant, upon initial rental subsequent to rehabilitation, or if a renter-occupied unit is re-rented prior to the end of controls on affordability, the deed restriction shall require the unit be rented to an income eligible household at an affordable rent and affirmatively marketed pursuant to UHAC.

- If a unit is renter-occupied, upon completion of the rehabilitation, the maximum rate of rent shall be the lesser of the current rent or the maximum permitted rent pursuant to UHAC.
- Rental Increases: See section VIII C, below.

The municipality's Administrative Agent will administer the rental affordability controls during the 10 year affordability period for each rental property assisted. Landlords are responsible to pay income certification fees for re-rentals.

A. Determining Initial Affordable Rents

The initial maximum affordable rent for a rehabilitated unit is determined by the program staff based on several NJ rules and regulations. The Administrative Agent will make every attempt to price initial rents to average fifty-two percent (52%) of the median income for the household size appropriate to the sized unit within each individual project (N.J.A.C. 5:80-26.3 (d)). Thirty percent (30%) (N.J.A.C. 5:80-26-12 (a)) of that figure is considered the "maximum base rent." Subtracted from the maximum base rent is the cost of all tenant-paid utilities as defined and calculated by the HUD Utilities Allowance figures (updated annually). The remainder becomes the maximum initial rent for that unit. The Home Improvement Program staff can provide potential applicants/landlords with a reasonable estimate of what the maximum base rent will be on their rental unit if they elect to participate in the program.

B. Pricing by Household Size

Initial rents are based on the number of legal bedrooms in each unit. Initial rents must adhere to the following rules.

Table 4 Initial Rental Pricing by Housing Size

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

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

The above rules are only to be used for setting initial rents.

C. Determining Rent Increases

Rents for rehabilitated units may increase annually based on the standards in Appendix A, entitled "Approved Calculation of Annual Increases to Income Limits and Rents" and only upon written notification from the Administrative Agent.

In addition, the Township's Administrative Agent must be used by the Landlord to ensure that all appropriate affirmative marketing and all other affordable housing compliance procedures are followed and will continually oversee compliance for these affordable rental units throughout their restrictive term.

These increases must be filed with and approved by the Administrative Agent. Property managers or landlords who have charged less than the permissible increase may use the maximum allowable rent with the next tenant with permission of the Administrative Agent. Rents may not be increased more than once a year, may not be increased by more than one approved calculated increment at a time, and may not be increased at the time of new occupancy if this occurs less than one year from the last rental. No additional fees may be added to the approved rent without the express written approval of the Administrative Agent.

IX. MARKETING STRATEGY

In coordination with the Township, the Program Administrator will employ a variety of proven strategies to advertise the program within Marlboro to establish the Program's applicant pool/waiting list. The marketing strategy/plan possibilities include but are not limited to:

- Creation and distribution of Program homeowner outreach posters, flyers and handouts
- Place Program outreach material on the Township's website
- Place Program outreach material on CGP&H's website

- Municipal E-newsletter and paper newsletter (if available)
- Appending announcements and/or flyers to other municipal mailings as they become available (tax, etc.) or direct mailing, if approved by the municipality
- Municipal email blasts, Facebook and Twitter communication (if available)
- Program marketing will be distributed to local community organizations and major employers including religious organizations, civic groups, senior group, ethnic organizations, etc.
- Free local cable TV advertising (when available)
- Periodic Press releases
- Program group presentations to community organizations or at the Township Municipal Building to prospective homeowners and even to local contractors
- Paid newspaper advertisements (last resort) when deemed necessary and appropriate
- The order of method used will be analyzed to implement the most effective combination of strategies. Extensive marketing efforts are essential for all successful housing rehabilitation programs to meet their productivity objectives.

Available rental units assisted via the HIP will be affirmatively marketed in accordance with the Township of Marlboro Affordable Housing Affirmative Marketing Plan.

X. MAINTENANCE OF RECORDS AND CLIENT FILES

A. Programmatic Recording

The Program files will include:

- The policies and procedures manual, which will also be updated when applicable.
- An applicant pool will be maintained by the Program staff to track intake of the people interested in the program and the corresponding outgoing application invites.
- A rehabilitation log will be maintained by the Program staff that depicts the status of all applications in progress.

B. Participant Record Keeping

The Program will be responsible for ensuring that individual files for each unit are established, maintained and then submitted to the municipality upon completion. Each completed file will contain a minimum of the following:

- Checklist
- Application form
- Tenant Application form (Rental Units Only) including rental lease
- Proof of ownership
- Income verification (for all households)
- Proof of currency of property tax and water/sewer accounts
- Proof of homeowner extended coverage/hazard insurance (Declaration Page)
- Proof that the municipal lien plus the total of other liens does not exceed the market value of the unit.
- Certification of Eligible Household or Notice of Ineligible Household (whichever is applicable)
- Homeowner/Program Agreement
- Certificate of Substandard
- Work Specifications/Cost Estimate aka Work Write-Up
- Bid Notice
- Contractor bids
- Bid Tabulation
- Construction Agreement
- Mortgage and Mortgage Note, and for rental properties, Deed Restriction
- Mobile Home Loan Agreement, when applicable
- Notice of Right of Rescission

- Homeowner Confirmation of Receipt of EPA Lead Information Pamphlet
- Contractor Confirmation of Receipt of Lead Paint Notice
- Copies of all required permits
- Change orders, if any
- Work progress and final inspection reports
- Copies of contractor payment documentation
- Photographs (Before and After)
- Close-out documents
- Certification of Approval

C. State Reporting

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

- Street Address
- Block/Lot/Unit Number
- Owner/Renter
- Income: Low/Mod
- Final Inspection Date
- Funds expended on Hard Costs
- Funds Recaptured
- Major Systems Repaired
- Unit Below Code & Raised to Code
- Effective date of affordability controls
- Length of Affordability Controls (yrs.)
- Date Affordability Controls removed
- Reason for removal of Affordability Controls

The Program Administrator is responsible for entering each completed unit's data into the State's online CTM system.

D. Financial Recordkeeping

Financial recordkeeping is the responsibility of the Municipal Housing Liaison, with assistance from the Administrative Agent, as may be requested from time to time.

XI. HOUSING ADVISORY COMMITTEE AND APPEALS PROCESS

The Program staff is skilled in effectively achieving resolution of homeowner/contractor disputes, in a fair and documented manner.

If a homeowner refuses to pay the contractor and work has been done to work specification and to the satisfaction of the Program, it may authorize payment to the contractor directly. However, the Program will make a reasonable attempt to resolve the differences before taking this step.

However, on the rare occasion if a homeowner or contractor decides to dispute a Program staff decision, a Housing Advisory Committee formed by the Township will act as a mediator to resolve the differences. Homeowners or contractors involved in a dispute will be instructed to submit their concerns in writing. The homeowner or contractor may request a hearing conducted by the Housing Advisory Committee. All Housing Advisory Committee decisions are final. The Housing Advisory Committee formation may occur when the first need arises.

XII. CONCLUSION

If the procedures described in this manual are followed, the Township of Marlboro' Home Improvement Program should operate smoothly and effectively. Where it is found that a new procedure will eliminate a recurring problem, that procedure may be incorporated into the program operation. In addition, this manual may be periodically revised to reflect changes in local, state and federal policies and regulations relative to the Home Improvement Program.

LIST OF PROGRAM FORMS

- Application Transmittal Letter
- Program Information Handout
- Application for Assistance- Homeowner
- Application for Assistance- Landlord (Investor)
- Application for Assistance- Tenant
- Eligibility Release Form
- Checklist
- Special Needs Waiver (Eligibility Requirements)
- Special Needs Waiver (Exceed Program Limit)
- Certification of Eligible Household
- Eligibility Determination Form
- Notification of Eligibility
- Notification of Ineligibility
- Homeowner/Program Agreement
- Certificate of Substandard
- Certificate of Substandard – Emergency Situation
- Letter: forward work write-up and contractor list to homeowner
- Work Write-Up Review form
- Request for Rehabilitation Bid
- Affidavit of Contractor
- Subcontractor Bid Sheet
- Bid Tabulation/Contractor Selection
- Construction Agreement
- Mortgage
- Mortgage Note – single family, multi family, investor versions
- Notice of Right of Rescission
- COAH Deed Restriction (when applicable)
- Homeowner Confirmation of Receipt of EPA Lead Information Pamphlet
- Contractor Confirmation of Receipt of Lead Paint Notice
- Notice to Proceed
- Contractor's Request for Final Inspection
- Change Order Authorization
- Certificate and Release
- Closeout Statement

APPENDIX A – Approved Calculation of Annual Increases to Income Limits and Rents

Methodology for Calculating Regional Income Limits and Rental Increase:

Income limits for all units that are part of the municipality's Housing Element and Fair Share Plan and for which income limits are not already established through a federal program exempted from the Uniform Housing Affordability Controls pursuant to N.J.A.C. 5:80-26.1 shall be updated by the municipality annually within 30 days of the publication of determinations of median income by HUD as follows:

- a. Regional income limits shall be established for the region that the municipality is located within, based on the median income by household size, which shall be established by a regional weighted average of the uncapped Section 8 income limits published by HUD. To compute this regional income limit, the HUD determination of median county income for a family of four is multiplied by the estimated households within the county according to the most recent decennial Census. The resulting product for each county within the housing region is summed. The sum is divided by the estimated total households from the most recent decennial Census in the municipality's housing region. This quotient represents the regional weighted average of median income for a household of four. The income limit for a moderate-income unit for a household of four shall be 80 percent of the regional weighted average median income for a family of four. The income limit for a low-income unit for a household of four shall be 50 percent of the HUD determination of the regional weighted average median income for a family of four. The income limit for a very low-income unit for a household of four shall be 30 percent of the regional weighted average median income for a family of four. These income limits shall be adjusted by household size based on multipliers used by HUD to adjust median income by household size. In no event shall the income limits be less than those for the previous year.
- b. The income limits attached are the result of applying the percentages set forth in paragraph (a) above to HUD's determination of median income for the most recent year and shall be utilized until the municipality updates the income limits after HUD has published revised determinations of median income for the next fiscal year.
- c. If at any time, COAH (or a successor administrative agency duly empowered by an amendment to the Fair Housing Act) begins to issue updated annual income limits and

rules for increasing sales prices and rent levels each year, said updated income limits and rules for increasing sales prices and rent levels each year may be used instead of the methodology set forth herein.

In establishing rents of affordable housing units, the Administrative Agent shall follow the procedures set forth in UHAC, utilizing the regional income limits established pursuant to the process defined above:

The rent levels of very-low-, low- and moderate-income units may be increased annually based on the percentage increase in the Housing Consumer Price Index for the Northeast Urban Area, upon its publication for the prior calendar year. This increase shall not exceed nine percent in any one year. Rents for units constructed pursuant to low income housing tax credit regulations shall be indexed pursuant to the regulations governing low income housing.

2019 AFFORDABLE HOUSING REGIONAL INCOME LIMITS BY HOUSEHOLD SIZE

Income limits not officially adopted by the State of New Jersey. Contact your municipality to see if applicable in your jurisdiction. Additional information about AHPNJ income limits is posted on AHPNJ.org

	1 Person	*1.5 Person	2 Person	*3 Person	4 Person	*4.5 Person	5 Person	6 Person	7 Person	8+ Person	Max Increase Rents**	Sales***	Regional Asset Limit****
Region 1													
Median	\$66,607	\$71,365	\$76,122	\$85,637	\$95,153	\$98,959	\$102,765	\$110,377	\$117,989	\$125,602			
Moderate	\$53,286	\$57,092	\$60,898	\$68,510	\$76,122	\$79,167	\$82,212	\$88,302	\$94,391	\$100,481	2.6%	4.73%	\$183,994
Low	\$33,303	\$35,682	\$38,061	\$42,819	\$47,576	\$49,479	\$51,382	\$55,189	\$58,995	\$62,801			
Very Low	\$19,982	\$21,409	\$22,837	\$25,691	\$28,546	\$29,688	\$30,829	\$33,113	\$35,397	\$37,680			
Region 2													
Median	\$70,537	\$75,576	\$80,614	\$90,691	\$100,767	\$104,798	\$108,829	\$116,890	\$124,952	\$133,013			
Moderate	\$56,430	\$60,460	\$64,491	\$72,553	\$80,614	\$83,838	\$87,063	\$93,512	\$99,961	\$106,410	2.6%	5.67%	\$193,321
Low	\$35,269	\$37,788	\$40,307	\$45,345	\$50,384	\$52,399	\$54,414	\$58,445	\$62,476	\$66,506			
Very Low	\$21,161	\$22,673	\$24,184	\$27,207	\$30,230	\$31,439	\$32,649	\$35,067	\$37,485	\$39,904			
Region 3													
Median	\$82,810	\$88,725	\$94,640	\$106,470	\$118,300	\$123,032	\$127,764	\$137,228	\$146,692	\$156,156			
Moderate	\$66,248	\$70,980	\$75,712	\$85,176	\$94,640	\$98,426	\$102,211	\$109,782	\$117,354	\$124,925	2.6%	9.64%	\$225,261
Low	\$41,405	\$44,363	\$47,320	\$53,235	\$59,150	\$61,516	\$63,882	\$68,614	\$73,346	\$78,078			
Very Low	\$24,843	\$26,618	\$28,392	\$31,941	\$35,490	\$36,910	\$38,329	\$41,168	\$44,008	\$46,847			
Region 4													
Median	\$72,165	\$77,319	\$82,474	\$92,783	\$103,092	\$107,216	\$111,340	\$119,587	\$127,834	\$136,082			
Moderate	\$57,732	\$61,855	\$65,979	\$74,226	\$82,474	\$85,773	\$89,072	\$95,670	\$102,268	\$108,865	2.6%	3.91%	\$193,919
Low	\$36,082	\$38,660	\$41,237	\$46,392	\$51,546	\$53,608	\$55,670	\$59,794	\$63,917	\$68,041			
Very Low	\$21,649	\$23,196	\$24,742	\$27,835	\$30,928	\$32,165	\$33,402	\$35,876	\$38,350	\$40,825			
Region 5													
Median	\$63,070	\$67,575	\$72,080	\$81,090	\$90,100	\$93,704	\$97,308	\$104,516	\$111,724	\$118,932			
Moderate	\$50,456	\$54,060	\$57,664	\$64,872	\$72,080	\$74,963	\$77,846	\$83,613	\$89,379	\$95,146	2.6%	3.09%	\$166,981
Low	\$31,535	\$33,788	\$36,040	\$40,545	\$45,050	\$46,852	\$48,654	\$52,258	\$55,862	\$59,466			
Very Low	\$18,921	\$20,273	\$21,624	\$24,327	\$27,030	\$28,111	\$29,192	\$31,355	\$33,517	\$35,680			
Region 6													
Median	\$53,714	\$57,550	\$61,387	\$69,061	\$76,734	\$79,803	\$82,873	\$89,011	\$95,150	\$101,289			
Moderate	\$42,971	\$46,040	\$49,110	\$55,248	\$61,387	\$63,843	\$66,298	\$71,209	\$76,120	\$81,031	2.6%	5.15%	\$143,713
Low	\$26,857	\$28,775	\$30,694	\$34,530	\$38,367	\$39,902	\$41,436	\$44,506	\$47,575	\$50,644			
Very Low	\$16,114	\$17,265	\$18,416	\$20,718	\$23,020	\$23,941	\$24,862	\$26,703	\$28,545	\$30,387			

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

* These columns are for calculating the pricing for one, two and three bedroom sale and rental units as per N.J.A.C. 5:80-26.4(a).

**This column is used for calculating the pricing for rent increases for units (as previously calculated under N.J.A.C. 5:97-9.3). The increase for 2015 was 2.3%, the increase for 2016 was 1.1%, the increase for 2017 was 1.7%, and the increase for 2018 was 2.2%. The increase for 2019 is 2.6% (Consumer price Index for All Urban Consumers (CPI-U): Regions by expenditure category and commodity and service group). Landlords who did not increase rents in 2015, 2016, 2017, or 2018 may increase rent by up to the applicable combined percentage including 2019 or 9.0% whichever is less in accordance with N.J.A.C. 5:97-9.3(c). In no case can rent for any particular apartment be increased more than one time per year.

*** This column is used for calculating the pricing for resale increases for units (as previously calculated under N.J.A.C. 5:97-9.3). The price of owner-occupied low and moderate income units may increase annually based on the percentage increase in the regional median income limit for each housing region. In no event shall the maximum resale price established by the administrative agent be lower than the last recorded purchase price.

Low income tax credit developments may increase based on the low income tax credit regulations.

**** The Regional Asset Limit is used in determining an applicant's eligibility for affordable housing pursuant to N.J.A.C. 5:80-26.16(b)3.

MAY 17 2010

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00CCDZ

PREPARED BY:

Meghan Bennett Clark
MEGHAN BENNETT CLARK
ATTORNEY-AT-LAW Esq.

MORTGAGE

THIS MORTGAGE (SECURITY INSTRUMENT) made this 6th day of May, 2010, between **George Mikhail and Janette Zakka** residing at **14 Hill Circle, Marlboro NJ 07746**, (BORROWER(S)); and the Monmouth County Community Development Housing Improvement Program, located at the Hall of Records Annex, 1 East Main Street, Freehold, NJ, 07728 (LENDER).

THE BORROWER(S) has applied for financial assistance under the Monmouth County Community Development Housing Improvement Program for the purpose of correcting housing code violations and making necessary home repairs which render the BORROWER'S property substandard.

THE LENDER has agreed to grant the BORROWER(S) AN INTEREST FREE DEFERRED PAYMENT LOAN in the amount **\$24,100.00**. This loan is evidenced by BORROWER(S) MORTGAGE NOTE, dated the same date as this SECURITY INSTRUMENT, which provides for the terms of payment, and to which this MORTGAGE is subject. The provisions of the mortgage note are incorporated into this mortgage as if set forth at length herein.

This MORTGAGE shall secure to LENDER the repayment, in addition to the cost of the original cost proposal, any other costs or change orders incurred for the rehabilitation of the BORROWER(S) property. (TOTAL DEBT)

To induce LENDER to grant this loan, and to secure the performance by the BORROWER(S), of the MORTGAGE AND MORTGAGE NOTE, the BORROWER(S), does hereby mortgage, grant and convey to LENDER, its successors and assigns with the power of sale, certain collateral which is all that tract or parcel of land and premises in the County of Monmouth, State of New Jersey, located at **14 Hill Circle, Marlboro NJ 07746**, (the "MORTGAGED PREMISES"), which are the premises conveyed to BORROWER(S) by deed from **Georges Abdalla**, Block **345**, Lot **12**, dated **January 22, 2009**, and recorded in the Monmouth County Clerk's Office on **February 9, 2009**, in Book **OR-8756**, pages **3584**

The BORROWER warrants that BORROWER is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the PROPERTY and that the PROPERTY is unencumbered, except for encumbrances of record. BORROWER warrants and will defend generally the title to the PROPERTY against all claims and demands, subject to any encumbrances of records.

THE BORROWER AND LENDER COVENANT AND AGREE AS FOLLOWS:

1. BORROWER shall keep the buildings on the premises insured against loss by fire and all other hazards in a sum not less than the amount of this MORTGAGE for the benefit of the LENDER.
2. BORROWER shall keep the buildings on the premises in repair at all times and no building on the premises shall be removed or demolished without the written consent of the LENDER.
3. BORROWER shall comply with the terms of this MORTGAGE and NOTE and the Monmouth County Community Development Housing Improvement Program Guidelines and Procedures.
4. Upon payment in full of all sums secured by this SECURITY INSTRUMENT, pursuant to the terms of the NOTE, LENDER SHALL CANCEL THE SECURITY INSTRUMENT without charge to BORROWER and shall record such cancellation.
5. The LENDER shall have all rights and remedies to insure repayment of the debt and to protect the LENDER'S security interest in the property, including but not limited to acceleration of payment of the debt if the BORROWER fails to perform the covenants and agreements contained in this SECURITY INSTRUMENT or there is a legal proceeding that may significantly affect LENDER'S rights in the property (such as a proceeding in bankruptcy, probate, or condemnation or to enforce laws or regulations.)

M CLAIRE FRENCH, CTY CLK
MONMOUTH COUNTY, NJ

INSTRUMENT NUMBER
2010044057

RECORDED ON

May 17, 2010

9:31:49 AM

BOOK: OR-8832

PAGE: 3539

Total Pages: 8

COUNTY RECORDING FEES \$0.00

TOTAL PAID \$0.00

6. If all or any part of the MORTGAGED PREMISES or any interest in it is sold or transferred without LENDER'S prior written consent or, if the MORTGAGED PREMISES fails to be owner-occupied at any time during the term of this MORTGAGE, as set forth in the MORTGAGE NOTE, LENDER may, at its option, require immediate payment in full of all sums secured by this SECURITY INSTRUMENT. If LENDER exercises this option, LENDER shall give BORROWER notice of acceleration which notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which BORROWER must pay all sums secured by this SECURITY INSTRUMENT. If BORROWER fails to pay these sums prior to the expiration of this period, LENDER may invoke any remedies permitted by this SECURITY INSTRUMENT or by the Laws of the State of New Jersey or Federal Laws without further notice or demand on BORROWER.

SUBORDINATION

There is no right to subordination without the written consent of the LENDER. The LENDER will not consider/permit a subordination of the loan secured by this Mortgage, unless a request for same is submitted in writing and meets the subordination policy delineated in the Monmouth County Community Development Housing Improvement Program Procedural Guide, as amended.

RIGHT OF RECAPTURE

In the event of a foreclosure on the Property within the restricted period, the net proceeds (if any) of the foreclosure sale shall be used to repay in full (one-hundred percent) of all sums secured by this Mortgage. Net proceeds are the funds remaining after the superior lien(s) are satisfied. If there are no net proceeds, then there is no recapture obligation.

NO WAIVER BY LENDER


The LENDER may exercise any right under this Mortgage or under any law, even if the LENDER delays in exercising that right. The LENDER may enforce any of the provisions of the Note and this Mortgage against any one or more of the BORROWER(S) who sign this Mortgage. The BORROWER(S) hereby waive the right to assert any statute of limitations as a bar to the enforcement of the lien of this Mortgage or to any action brought to enforce the Note or any other obligation secured by this Mortgage, to the maximum extent permitted by law.

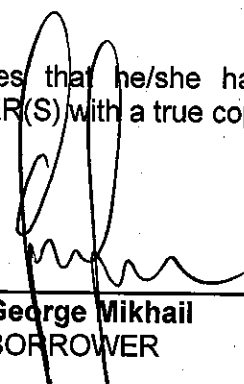
NO ORAL CHANGES


This Mortgage can only be changed by an agreement in writing signed by both the BORROWER(S) and the LENDER.

It is the intention of the parties that the provisions of this instrument are severable so that if any provisions, conditions, covenants or restrictions hereof shall be invalid or void under applicable federal, state or local law, the remainder shall be unaffected thereby. In the event that any provision, condition, covenant or restriction hereof, is at the time of recording of this instrument, void, voidable or unenforceable as being contrary to any applicable federal, state or local law, both parties, their successors and assigns, and all persons claiming by, through or under them covenant and agree that any future amendments or supplements to the said laws having the effect of removing said invalidity, voidability or unenforceability, shall be deemed to apply retrospectively to this instrument, thereby operating to validate the provision of this agreement with otherwise might be invalid in addition, it is covenanted and agreed that any such amendments and supplements to the said law shall have the effect herein described as fully as if they had been in effect at the time of the execution of this agreement.

IN WITNESS WHEREOF, BORROWER(S) acknowledges that he/she has signed and sealed this AGREEMENT, and that LENDER has furnished BORROWER(S) with a true copy of this document.


WITNESS

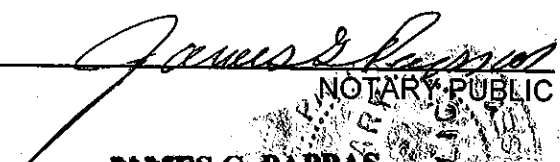
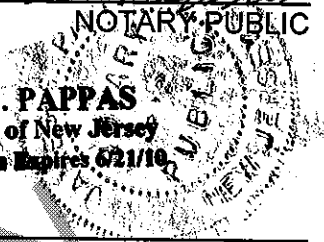

George Mikhail
BORROWER


Janette Zakka
BORROWER

INDIVIDUAL ACKNOWLEDGMENT

State of New Jersey
County of Monmouth

On this 6th day of May, 2010, before me, personally appeared George Mikhail and Janette Zakka, who I am satisfied is the person(s) named in and who executed this document, and who signed, sealed, and delivered the same as his/her voluntary act and deed, for the purpose herein specified.


NOTARY PUBLIC
JAMES G. PAPPAS
Notary Public of New Jersey
My Commission Expires 6/21/10

DATE WHEN COMMISSION EXPIRES

Not Certified Copy

CANCELLATION

The face amount of the within MORTGAGE is hereby reduced to the principal sum of

_____ dollars (_____).

MONMOUTH COUNTY COMMUNITY DEVELOPMENT HOUSING IMPROVEMENT PROGRAM

BY _____
(Authorized Official)

TO THE COUNTY RECORDING OFFICER OF MONMOUTH COUNTY:

This Mortgage is fully paid. I authorize you to cancel it of record.

Dated: _____

(Seal)

I certify that the signature of the Lender is genuine.

Record & Return to: ^{R+R}
NO FEE
.....
Community Development
Attn: Sabrina Dunn
Community Development
Hall of Records Annex
Freehold, NJ 07728

MORTGAGE NOTE

FOR VALUE RECEIVED, the UNDERSIGNED BORROWER(S) promises to pay in accordance with this MORTGAGE NOTE to the order of the Monmouth County Community Development Housing Improvement Program, located at the Hall of Records Annex, 1 East Main Street, Freehold, NJ, 07728 (LENDER), the sum of **\$24,100.00** (TOTAL DEBT) at no interest, which LENDER has loaned to the BORROWER(S), under the Monmouth County Community Development Housing Improvement Program for the purpose of correcting housing code violations and making necessary home repairs to the BORROWER(S) property located at **14 Hill Circle, Marlboro NJ 07746**, and described in the MORTGAGE signed on the same date as this MORTGAGE NOTE.

BORROWER FURTHER AGREES AS FOLLOWS:

1. To spend for this rehabilitation the total sum of **\$24,100.00** received from LENDER in the form of an interest free, deferred payment loan, which shall remain a lien on the BORROWER(S) premises for a period of ten (10) years from the date of this MORTGAGE NOTE and which must be repaid in the event of the death of the BORROWER, transfer and/or conveyance of title or sale of the property within the ten year duration of this MORTGAGE NOTE, with the following provisions:
 - (A) BORROWER agrees to be responsible for any unanticipated and additional costs and expenses incurred for the rehabilitation of BORROWER'S property and understands that any additional monies will be added to the deferred payment loan. (TOTAL DEBT). Said expense will be itemized in a change order document.
 - (B) If the property covered by this NOTE is rented, sold, transferred or conveyed prior to the end of the tenth full year from the date of this NOTE, then BORROWER(S) shall repay, in full, one-hundred percent of the amount of the DEBT immediately.
 - (C) At the end of ten full years from the date of this NOTE the TOTAL DEBT is terminated as provided for herein.
2. In the event of a foreclosure on the Property within the restricted period, the net proceeds (if any) of the foreclosure sale shall be used to repay in full (one-hundred percent) of the DEBT the LENDER. Net proceeds are the funds remaining after the superior lien(s) are satisfied. If there are no net proceeds, then there is no recapture obligation.
3. Payment shall be made to the LENDER, within thirty (30) days of becoming due and payable at the above address of the LENDER.
4. BORROWER(S) will promptly pay all taxes, levies and assessments on the property.
5. The repayment provisions of paragraph 1, (B, & C) shall survive the death of BORROWER and same shall be deemed an obligation of the estate. However, a surviving spouse who is a co-borrower pursuant to this instrument shall retain such rights and such obligations as are provided for in paragraph 1, (B & C) of this MORTGAGE NOTE, notwithstanding the death of the co-borrower.
6. If the BORROWER(S) dies or title to the premises is transferred (excluding surviving spouse) or rented for any reason or the BORROWER ceases to occupy the premises as his/her primary residence, BORROWER(S) or his heirs, executors or representatives shall notify the LENDER within ten (10) days by certified mail at the above address and LENDER shall be entitled to repayment as set forth above.
7. BORROWER(S) agrees that while the loan remains outstanding, BORROWER(S) shall keep the premises in good repair without permitting deterioration of the property.
8. BORROWER(S) agrees to comply with all laws, ordinances, regulations, covenants, and restrictions affecting this property.
9. LENDER or his agent may make reasonable inspection of the property, provided the LENDER gives reasonable notice to BORROWER(S) prior to inspection.
10. The BORROWER(S) agrees to comply with the terms of this MORTGAGE NOTE, the related MORTGAGE, and The Monmouth County Community Development Housing Improvement Program Guidelines and Procedures. Should BORROWER(S) fail to comply with any term of this MORTGAGE NOTE or of the accompanying MORTGAGE, BORROWER(S) will be in default and the entire LOAN shall immediately become due and payable. In the event of a foreclosure, BORROWER(S) shall be responsible for all legal fees, cost of suit, and expenses of the foreclosure. In addition, LENDER may take whatever measures are necessary to preserve the value of the property.
11. BORROWER(S) agrees that the principal amount of this NOTE may be reduced by an endorsement

to this MORTGAGE NOTE executed by an authorized official of the LENDER and the date and amount of payments, including the final payment, may be amended without the necessity of BORROWER(S) to re-execute this MORTGAGE NOTE.

12. BORROWER(S) agrees to execute or re-execute any and all documents reasonably requested by the LENDER in accordance with regulations governing this transaction. Failure to comply with this paragraph shall be deemed an act of default entitling the LENDER to remedies specified in paragraph 9 herein.
13. The undersigned, if more than one, agree to be jointly and severally liable for this LOAN, and the term BORROWER(S), as used in this document, means any one or all of them.
14. There is no right to subordination without the written consent of the LENDER. The LENDER will not consider/permit a subordination of the LOAN, unless of a request for same is submitted in writing and meets the subordination policy delineated in the Monmouth County Community Development Housing Improvement Program Procedural Guide, as amended.
15. BORROWER(s) waives his/her/their rights to require the LENDER to do any of the following before enforcing its rights under this NOTE:
 - A. To demand payment of amounts due which have not been paid (known as Presentment);
 - B. To give notice that amounts due have not been paid (known as Notice of Dishonor); and
 - C. To obtain an official certificate of non-payment (known as Protest).
16. It is the intention of the parties that the provisions of this instrument are severable so that if any Provisions, conditions, covenants or restrictions hereof shall be invalid or void under applicable Federal, state or local law, the remainder shall be unaffected thereby. In the event that any provision, condition, covenant or restriction hereof, is at the time of recording of this instrument, Void, voidable or unenforceable as being contrary to any applicable federal, state or local law, Both parties, their successors and assigns, and all persons claiming by, through or under them covenant and agree that any future amendments or supplements to the said laws having the effect or removing said invalidity, voidability, or unenforceability, shall be deemed to apply retrospectively to this instrument, thereby operating to validate the provisions of this agreement which otherwise might be invalid in addition, it is covenanted and agreed that any such amendments and supplements to the said law shall have the effect herein described as fully as if they had been in effect at the time of the execution of this agreement.

BORROWER(S) acknowledge that LENDER has furnished BORROWER(S) with a true copy of this document.

WITNESS




George Mikhail
BORROWER


Janette Zakka
BORROWER

DATE

5/6/10

Affidavit of Title

STATE OF NEW JERSEY
COUNTY OF MONMOUTH

SS.: George Mikhail & Janette Zakka

say(s) under oath:

- 1. Representations.** If only one person signs this Affidavit the words "we", "us" and "our" shall mean "I", "me" and "my". The statements in this Affidavit are true to the best of our knowledge, information and belief.
- 2. Name, Age and Residence.** We have never changed our names or used any other names. We are citizens of the United States and at least 18 years old. After today, we will live at **14 Hill Circle, Marlboro, NJ 07746.**
- 3. Ownership and Possession.** We are the only owners of Property located at **14 Hill Circle, Marlboro, NJ 07746.** called "this Property." We now Mortgage this Property to **Monmouth County Housing Improvement Program.**

The date of the **Mortgage is the same as this Affidavit.** This Mortgage is given to secure a loan of **\$24,100.00.** We are in sole possession of this Property. There are no tenants or other occupants of this Property. We have owned this Property since **January 22, 2009.** Since then no one has questioned our ownership or right to possession. We have never owned any Property which is next to this Property.

- 4. Improvements.** No additions, alterations or improvements are now being made or have been made to this Property since **past four months.** We have always obtained all necessary permits and Certificates of Occupancy. All charges for municipal improvements such as sewers, sidewalks, curbs or similar improvements benefiting this Property have been paid in full. No building, addition, extension or alteration on this Property, have been made or worked on within the **past four months.** We are not aware that anyone has filed or intends to file a mechanic's lien, Notice of Unpaid Balance and Right to File Lien Claim, construction lien or building contract relating to this Property. No one has notified us that money is due and owing for construction, alteration or repair work on this Property.
- 5. Liens or Encumbrances.** We have not allowed any interests (legal rights) to be created which affects our ownership or use of this Property. No other persons have legal rights in this Property, except the rights of utility companies to use this Property along the road or for the purpose of serving this Property. There are no pending lawsuits or judgments against us or other legal obligations which may be enforced against this Property. No bankruptcy or insolvency proceedings have been started by or against us. We have never been declared bankrupt. No one has any security interest in any personal Property or fixtures on this Property. All liens (legal claims, such as judgments) listed on the attached judgment or lien search are not against us, but against others with similar names.
- 6. Marital History** (Check where appropriate)
 - We are not married.
 - We are married to each other. We were married on **September 30, 2006.** The maiden name of **Janette Zakka is Zakka .**
 - This Property has never been occupied as the principal matrimonial residence of any of us. (If it has, or if it was acquired before May 28, 1980, each spouse must sign the Mortgage and Affidavit N.J.S.A. 3B:28-2,3.)
 - Our complete marital history is listed above except as listed below under paragraph 7. This includes all marriages not listed above, and any pending matrimonial actions. We include how each marriage ended. We have attached copies of any death certificates and judgments for divorce or annulment including any provisions in these judgments which relate to this Property.
- 7. Exceptions and Additions.** The following is a complete list of exceptions and additions to the above statements. This includes all liens or Mortgages which are not being paid off as a result of this Mortgage, as well as marital information not particularly set forth in paragraph 6 above.

- 8. Child Support.**
 - There are no outstanding child support orders or judgments against this deponent.
 - There is a child support order outstanding, Docket no. _____ against this deponent. All payments however, are current as of this date.
- 9. Reliance.** We make this Affidavit in order to obtain the Mortgage Loan. We are aware that our Lender will rely on our truthfulness and the statements made in this Affidavit.

Signed and sworn to before me on **May 6, 2010.**


George Mikhail


Janette Zakka


JAMES G. RAPPAS
Notary Public of New Jersey
My Commission Expires 6/21/10

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

Customer(s) Name and Address

George Mikhail &
Janette Zakka
14 Hill Circle
Marlboro, NJ 07746

Loan Identification

File #: 140-MR-1008
Avg. Max Program Loan: \$40,000.00
Closing Date: May 6, 2010

NOTICE OF RIGHT TO CANCEL
Guideform

Your Right to Cancel

You are entering into a transaction that will result in a lien on your home. You have a legal right under federal law to cancel this transaction, without cost, within **three business days** from whichever of the following events occurs last:

- (1) The date of the transaction, which is **May 6, 2010** or
- (2) The date you received this notice of your right to cancel.

If you cancel this transaction, the lien is also cancelled. Within 20 calendar days after we receive your notice, we must take the steps necessary to reflect the fact that the lien on your home has been cancelled, and we must return to you any money or property you have given to us or to anyone else in connection with this transaction.

You may keep any money or property we have given you until we have done the things mentioned above, but you must then offer to return the money or property. If it is impractical or unfair for you to return the property, you must offer its reasonable value. You may offer to return the property at your home or at the location of the property. Money must be returned to the address below. If we do not take possession of the money or property within 20 calendar days of your offer, you may keep it without further obligation.

HOW TO CANCEL

If you decide to cancel this transaction you may do so by notifying us in writing, at:
MONMOUTH COUNTY HOUSING IMPROVEMENT PROGRAM
Hall of Records Annex, 1 East Main Street, Freehold, New Jersey 07728

You may use any written statement that is signed and dated by you and states your intention to cancel, or you may use this notice by dating and signing below. Keep one copy of the notice because it contains important information about your rights.

If you cancel by mail or telegram, you must send the notice no later than midnight of

Date: **May 11, 2010**

(Or midnight of the third business day following the latest of the two events listed above). If you send or deliver your written notice to cancel some other way, it must be delivered to the above address no later than that time.

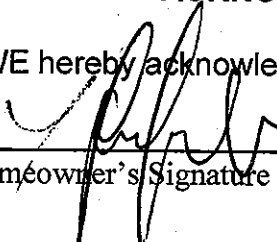
I/WE WISH TO CANCEL

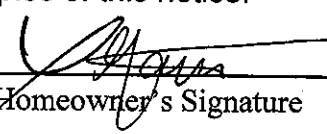
Homeowner's Signature Date

Homeowner's Signature Date

ACKNOWLEDGEMENT OF RECEIPT OF 2 COPIES OF NOTICE

I/WE hereby acknowledge receipt of two completed copies of this notice.

 _____
Homeowner's Signature Date
5/6/10

 _____
Homeowner's Signature Date
5/6/10

Appendix L:
Existing Group Home Documentation



RAINONE
COUGHLIN
MINCHELLO
ATTORNEYS AT LAW

Louis N. Rainone
Craig J. Coughlin*
David L. Minchello
Amanda E. Miller*
John F. Gillick
Carol A. Berden
Brian P. Trelease*
Anne E. Rowan
Conor J. Hennessey*
Deysimara S. Hubner*
* Also admitted in New York

Of Counsel
Baye Adofo-Wilson

Writer's Direct
lrainone@NJRCMLaw.com

August 1, 2018

Kevin D. Walsh, Esq.
Fair Share Housing Center
510 Park Boulevard
Cherry Hill, New Jersey 08002-3318

Michael P. Bolan, AICP, PP
P.O. Box 295
Pennington, New Jersey 08534

Re: Township of Marlboro
Docket No.: MON-L-2121-15, et als

Dear Messrs. Walsh and Bolan:

In furtherance of our conference before Judge O'Brien on July 16, 2018 and in accordance with your request at the conference, enclosed please find copies of the documentation in support of the Township of Marlboro's Compliance Plan to meet its affordable housing obligations. As we discussed Marlboro believes that it is eligible for credits for the supportive needs housing at the New Hope/Discovery facilities, Mattie House and the Mattie House expansion.

Based on the information provided to the Township by the Facilities operators we now know that the New Hope/Discovery House have a total of 280 Beds broken down as 1) Discovery Institute for Addictive Disorders Inc. - 120, 2) Mattie House - 20 and New Hope Integrated Behavioral Health Care - 140. In addition, the proposed expansion of Mattie House will include an additional 20 beds. In support of those proposed credits, enclosed is a chart which shows background information for those facilities.

The Supreme Court in Mount Laurel IV instructed that municipalities should rely on COAH's Second Round rules (N.J.A.C. 5:93) and those components of COAH's 2008 regulations that were not specifically invalidated, as well as the Fair Housing Act (N.J.S.A. 52:27D - 301 et seq.), in their preparation of Third

Round housing elements and fair share plans. The New Hope/Discovery House facilities fall under the definition of "Alternative living arrangement" in the Second Round Rules. More specifically, Alternative Living arrangement is defined in N.J.A.C. 5:93-1.3 as

"a structure in which households live in distinct bedrooms, yet share kitchen and plumbing facilities, central heat and common areas. Alternative living arrangement includes, but is not limited to: transitional facilities for the homeless, Class A, B, C, D, and E boarding homes as regulated by the New Jersey Department of Community Affairs; residential health care facilities as regulated by the New Jersey Department of Health; group homes for the developmentally disabled and mentally ill as licensed and/or regulated by the New Jersey Department of Human Services; and congregate living arrangements."

The Township is seeking credits for both the Second Round and the Third Round, the New Hope/Discovery House facilities are, therefore, eligible for credits in the Second Round. N.J.A.C. 5:93-5.8 below is the pertinent section of the Second-Round rules addressing Alternative Living Arrangements.

N.J.A.C. 5:93-5.8 Alternative living arrangements

- (a) Alternative living arrangements may be used to address a municipal housing obligation by entering into an agreement for the location of such a facility with the provider of the facility or by granting preliminary approval to a developer of an alternative living arrangement.
- (b) The unit of credit for an alternative living arrangement shall be the bedroom.
- (c) Alternative living arrangements that are age restricted shall be included with the 25 percent that may be age restricted pursuant to N.J.A.C. 5:93-5.14.
- (d) Controls on affordability on alternative living arrangements shall remain in effect for at least 10 years. To be eligible for a rental bonus (pursuant to N.J.A.C. 5:93-5.15), controls on affordability shall remain in effect for at least 30 years.
- (e) Transitional facilities for the homeless shall not be dormitories and shall have separate bedrooms; those that do not shall have one year to complete the necessary rehabilitation to create separate bedrooms.

COAH recognized that different groups of people with low incomes have special needs for a decent, supportive place to live, including: people with medical conditions, mental illness and developmental disabilities, people with adult onset physical disabilities, disabled veterans, victims of domestic violence, youth aging out of foster care, and the homeless. COAH recognized these specialized housing types and others, which it formerly called "alternative living arrangements," as meeting fair share obligations. Based upon the Supreme Court's instructions, therefore, the Trial Courts should do so as well.

We have enclosed documentation received from the New Hope and Discovery Institute facilities as to the programs through the State of New Jersey Department of Health that authorizes their treatment facilities. These documents are as follows:

1. The New Jersey Department of Health Addictions Fee for Service (FFS) Annex A2 State Hospital's Access to Rehabilitation and Education Initiative (SHARE)

2. Description of the ASAM3-7 Program which shows the medically monitored intensive in-patient services program offered by these facilities.

3. A listing that shows types of facilities and services that each of these facilities offers.

I trust that you will agree these facilities are eligible for supportive needs housing credits towards the Township of Marlboro's Affordable Housing credits. If you have any questions, please feel free to contact me.

Respectfully Submitted,

RAINONE COUGHLIN MINCHELLO, LLC

By: 

Louis N. Rainone, Esq.

LNR/arg

Enclosure

cc: Jonathan L. Hornik, Mayor
Jonathan Capp, Business Administrator
Ronald H. Gordon
Michael W. Herbert
Laura Neumann
Jennifer Beahm

Year Built	Year Rehab	# of Beds	# of Rooms	Desc of Service Provided	How are residents selected?	How do we know Low/Mid Income?	Avg Length of Stay	Low/Mid Income Guarantee?	Living Arrangements (Shared Facilities/Kitchens)
https://njams.rutgers.edu/njams/ DISCOVERY INSTITUTE FOR ADDICTIVE DISORDER EXECUTIVE OFFICER: ROGER DESCH Phone: 7329469444 Fax: 7329460758 Email: rdesch@discoverynj.org 80 CONOVER RD MARLBORO, NJ 07746 License by DAS: Yes Type of Organization: Non-Profit Type of Care and Treatment Services: Outpatient, Intensive Outpatient, co-occurring	2007	NA	No beds as it is outpatient treatment	Intensive outpatient, outpatient	ASAM patient placement criteria and payer eligibility	Indigent contract criteria calls for 350% of Federal poverty level	Various	State DASIE application	No meals provided.
DISCOVERY INSTITUTE FOR ADDICTIVE DISORDERS, INC. EXECUTIVE OFFICER: ROGER DESCH Phone: 7329469444 Fax: 7329460758 Email: rdesch@discoverynj.org 80 CONOVER RD MARLBORO, NJ 07746 License by DAS: Yes Accreditation Status: CARF Type of Organization: Non-Profit Type of Care and Treatment Services: Short-Term Residential, Long-Term Residential, Detox-Free- Standing Residential (Sub-Acute), co-occurring	2007	120	60	Short and Long-term detox treatment	ASAM patient placement criteria and payer eligibility	Indigent contract criteria calls for 350% of Federal poverty level	5-7 days detox, up to 30 days short-term, 6 months for long-term.	VIA State DASIE application.	Meals are prepared by a contracted vendor; DORMS STYLE ROOMS WITH TWO OCCUPANTS IN EACH, joined by a common BATHROOM. Dining facilities are SHARED WITH New Hope

https://njairms.rutgers.edu/njsams/	Year Built	Year Rehab	# of Beds	# of Rooms	Desc of Service Provided	How are residents selected?	How do we know Low/ Mod Income?	Avg Length of Stay	Low/ Mod Income Guarantee?	Living Arrangements (Shared Facilities/ Kitchens)
<p>MATTHE HOUSE PRESIDENT AND EXECUTIVE OFFICER: A.W. COMERFORD, PHD Phone: 732-817-0616 Fax: 732-817-0617 Email: trogers@newhopeibhc.org Website: http://www.newhopeibhc.org 86 CONOVER RD MARLBORO, NJ 07746 License by DAS: YES Accreditation Status: CARF Type of Organization: Non-Profit Type of Care and Treatment Services: 48-Hour IDRC Assessment Facility</p>	<p>Acquired from the State of New Jersey at the time the Hospital was closed; Original construction in the late 1800s and renovated as a transition facility by the State with subsequent renovations completed by us.</p>	2007	20	8	<p>48 Hour Intoxicated Driver Resource Center. (Mattie) was licensed as a halfway house with 20-beds, but is used as an IDRC 48-hour education facility; 48 hour turnover of clients 2-3 times a week.</p>	COUNTY REFERRALS	<p>THERE IS legislated FEE FOR THIS SERVICE REGARDLESS OF INCOME</p>	48 HOURS	<p>THERE IS A legislated FEE FOR THIS SERVICE REGARDLESS OF INCOME</p>	SHARED ROOMS
<p>NEW HOPE INTEGRATED BEHAVIORAL HEALTH CARE PRESIDENT AND CHIEF EXECUTIVE OFFICER: A.W. COMERFORD, PHD Phone: 732-946-3030 x2250 Fax: 732-946-4891 Email: tcomerford@newhopeibhc.org Website: http://www.newhopeibhc.org 80 CONOVER ROAD MARLBORO, NJ 07746 License by DAS: Yes Accreditation Status: CARF Type of Organization: Non-Profit Type of Care and Treatment Services: Short-Term Residential, Detox-Free-Standing Residential (Sub-Acute), co-occurring</p>	2007	NA	140	69	<p>American Society of Addiction Medicine (ASAM)-3-7 and 3-7-D Medically Monitored withdrawal management and high intensity inpatient services for Adults and Adolescents.</p>	ASAM patient placement criteria and payer eligibility	<p>Indigent contract criteria calls for 350% of Federal poverty level</p>	<p>Withdrawal Management = 4; Short Term Intensive = 27; Adolescent Short Term Intensive = 65</p>	<p>Meals are prepared by a contracted vendor; DORMS STYLE ROOMS WITH TWO OCCUPANTS IN EACH joined by a common BATHROOM. Dining facilities are SHARED WITH DISCOVERY INSTITUTE</p>	

Mattie House Property Plan - 2014



Mattie House; c. 1875
Block 157, Lot 34.02

The existing building is located on approximately 1 acre (190 frontage on Conover Road X 230 deep).

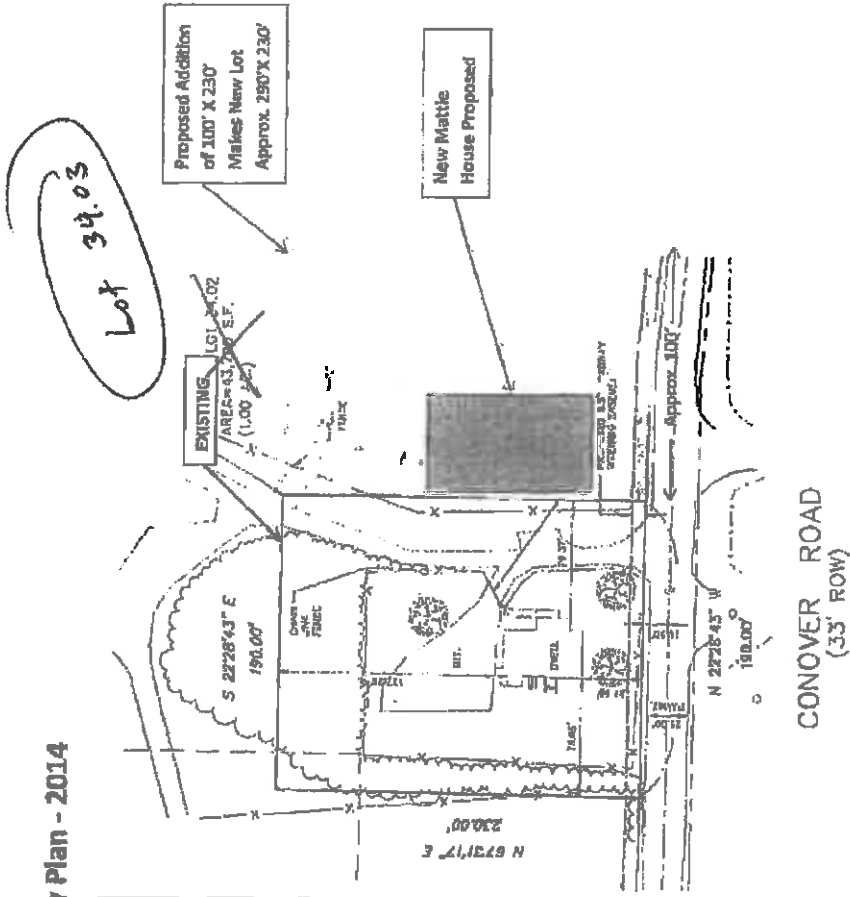
The building plan includes a new facility of approximately 4000 SF with 20+ beds. The existing facility must remain in operation and the rear piece of the existing parcel is used 24/7 for parking and building access.

The Mattie House Project includes a new Mattie House built on part of the existing parcel + 100 feet of frontage just south of the property along Conover Road.

The request is to expand the existing lot to add approx. 100' across Conover Road making the new lot 250X230.

The attached drawings show the project location, the existing parcel and plans for expansion of the property.

Mattie House Property Plan - 2014



**NJ Department of Health (DOH)
Division of Mental Health and Addiction Services (DMHAS)
Addictions Fee for Service (FFS) ANNEX A2**

State Hospitals Access to Rehabilitation & Education Initiative (SHARE)

SHARE Program Summary

The SHARE Initiative is designed to assist individuals currently admitted to one of three (Ancora, Trenton, Greystone Park) state psychiatric hospitals. Individuals that are referred from one of these three state psychiatric hospitals will have access to ASAM 3.7, short term residential treatment at a licensed community SUD provider. The outcome of this partnership with the state psychiatric hospitals is to assist individuals with co-occurring disorders in their recovery process.

I. Contract Specific Requirements

In addition to the General Service Requirements stated in the Division of Mental Health and Addiction Services (DMHAS) Standard FFS Network Annex A, the SHARE contractee shall comply with the following requirements:

- A. The contractee shall make available Licensed STR ASAM 3.7 level of care for consumers with co-occurring disorders, who are 18 years of age or older and referred by Ancora Psychiatric Hospital (APH), Trenton Psychiatric Hospital (TPH) or Greystone Psychiatric Park Hospital (GPPH).
- B. The contractee must comply with; develop policy and procedures relevant to; and ensure new and existing staff and existing staff receive up-to-date training regarding the Federal confidentiality regulations as detailed in 42 CFR Part 2 and Federal HIPAA requirements and as detailed in 45 CFR Part 160;
- C. The contractee is required to participate in the co-occurring network and provide integrated care for co-occurring consumers. New contractees shall submit a co-occurring application no later than 60 days following the execution of their SFY 2017-2018 FFS contract.
- D. The contractee shall ensure that during the contract period, all consumers will have psychiatric services provided as well as individualized measurable treatment plans created and implemented.
- E. The contractee shall ensure that during the treatment period all consumers will attend group, education/lecture, and individual treatment sessions along with attending AA/NA 12 step

**NJ Department of Health (DOH)
Division of Mental Health and Addiction Services (DMHAS)
Addictions Fee for Service (FFS) ANNEX A2**

meetings. The contractee shall also provide opportunities for consumers to attend dual recovery anonymous meetings.

- F. The contractee shall have a signed interagency affiliation agreement between the contractee and: Ancora Psychiatric Hospital, Trenton Psychiatric Hospital and Greystone Park Psychiatric Hospital.
- G. The contractee's Outcome reports identified through utilization of NJSAMS shall include reason for consumer discharge as well as clarification for consumer non-compliance.
- H. The contractee shall utilize NJSAMS, DSM-5 and LOCI and all other reporting requirements of the NJSAMS SHARE reporting module.
- I. Substance use disorder (SUD) services funded through SHARE must be prior authorized by the Interim Management Entity.

Consumer Eligibility Guidelines

Individuals referred must be:

- A. 18 years of age or older;
- B. Assessed to be in need of substance use disorder treatment in the LOC offered in this initiative;
- C. Without other third-party commercial or public insurance/payer for available services;
- D. At 350% or below the Federal Poverty Level (FPL) as determined by the NJSAMS DASIE;
- E. Resident of NJ;
- F. Is currently admitted to a NJ state psychiatric hospital (Ancora, Trenton, Greystone Park).

**NJ Department of Health (DOH)
Division of Mental Health and Addiction Services (DMHAS)
Addictions Fee for Service (FFS) ANNEX A2**

STATE TARGETED OPIOID RESPONSE INITIATIVE (STORI)

STORI Program Summary

The Substance Abuse and Mental Health Services Administration (SAMHSA) awarded funding to New Jersey's Division of Mental Health and Addiction Services (DMHAS) through the (FY) 2017 State Targeted Response to the Opioid Crisis Grants (Short Title: Opioid STR). The STR strives to address the opioid crisis by increasing access to treatment, reducing unmet treatment need, and reducing opioid overdose related deaths through the provision of prevention, treatment and recovery activities for opioid use disorder (OUD) including prescription opioids as well as illicit drugs such as heroin. The STORI FFS initiative provides funding for New Jersey residents with an OUD interested in participating in Medication Assisted Treatment (MAT). STORI funds the following treatment services: Outpatient and intensive Outpatient; Opioid Outpatient and Intensive Outpatient; Short Term Residential and Withdrawal Management (Ambulatory and Residential). In order for consumers to attain services through the STORI, individuals must meet requirements set-forth in both the STORI Eligibility Criteria and DMHAS Income Eligibility Policy.

I. Contract Specific Requirements

In addition to the General Service Requirements stated in the Division of Mental Health and Addiction Services (DMHAS) Standard FFS Network Annex A, the contractee shall comply with the following STORI specific requirements:

- A. The contractee shall provide Substance Use Disorder (SUD) treatment services to adult consumers residing in New Jersey who have an OUD and meet program and fiscal eligibility criteria, inclusive of the following:
 - 1. 18 years of age or older and a resident of New Jersey;
 - 2. individuals referred from the Opioid Overdose Recovery Program (OORP);
 - 3. Veterans;
 - 4. Individuals released from incarceration the past 60 days;
 - 5. Other overdose survivors or individuals with OUD;
 - 6. At 350% or below the Federal Poverty Level (FPL) as determined by the NJSAMS DASIE;
 - 7. No other third-party commercial or public insurance/payer for available services;

- B. The contractee shall provide treatment in accordance with the STORI service descriptions and comply with all State regulations/mandates including the following:

**NJ Department of Health (DOH)
Division of Mental Health and Addiction Services (DMHAS)
Addictions Fee for Service (FFS) ANNEX A2**

1. The contractee shall admit STORI consumers within 24 hours, or provide referral to appropriate services;
2. The contractee shall provide an affiliation agreement with local or statewide OORP providers;
3. The contractee shall complete appropriate assessments on consumers with an OUD using the Addiction Severity Index (ASI) and ensure that all consumers have a completed Level of Care Index (LOCI);
4. The contractee shall ensure all services provided be documented in the consumer's file.

C. Medication Assisted Treatment (MAT)

1. The contractee shall be permitted to provide an array of Medication Assisted Treatment (MAT) options including Methadone, Buprenorphine, and Naltrexone, as long as approved by appropriate entity (i.e. Federal, State, Drug Enforcement Administration, etc.);
2. The contractee providing methadone treatment shall maintain on-site, and make available upon request, an electronic daily log which permits the identification of consumers by Phase, length of time in Phase, form of medication and dosing, and urine drug screen results.
3. The contractee shall establish and adhere to take-home medication policies which are consistent with Federal, State and the Drug and Enforcement Administration (DEA) regulations.

D. The contractee shall maintain policies and procedures to ensure non-discrimination of consumers who choose to utilize medication-assisted treatment to support their recovery.

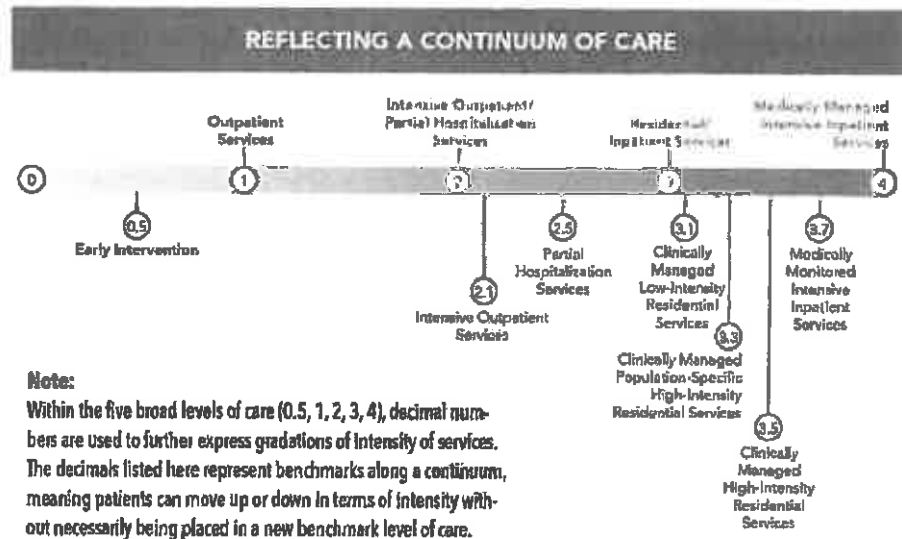
E. SUD services funded through STORI must be prior authorized by the Interim Management Entity (IME). The contractee shall adhere to all prior authorization procedures established by DMHAS.

F. The contractee shall meet agency criteria to participate in the DMHAS Fee-for-Service Co-occurring Network and have demonstrated readiness to provide integrated care for dually-diagnosed consumers. New contractees must submit a co-occurring application no later than 60 days following the execution of their new FFS contract.

**NJ Department of Health (DOH)
Division of Mental Health and Addiction Services (DMHAS)
Addictions Fee for Service (FFS) ANNEX A2**

- G. The contractee shall ensure the provision of a psychiatric assessment, differential diagnosis, and/or assessment/prescription for, and monitoring of, medication shall be clearly documented in the consumer's treatment plan.
- H. The contractee must develop policy and procedures relevant to; and ensure new and existing staff receive up-to-date training regarding the Federal confidentiality regulations as detailed in 42 CFR Part 2 and Federal HIPAA requirements as detailed in 45 CFR Part 160.
- I. The contractee shall have policies and procedures in place to ensure the provision of treatment for priority populations. Priority admission shall be given to the following:
 - 1. IV using pregnant women or opioid dependent pregnant women (program must provide immediate on demand services);
 - 2. Other injection drug users.
- J. The contractee shall participate in meetings, trainings, community events, and other activities as requested by DMHAS, to support adherence to program accountability and integrity, to promote awareness of services available under this and other resources, and to improve coordination of efforts among other service providers.
- K. The contractee agrees to cooperate with all monitoring activities conducted by DMHAS, including site visits, on-site review of case files, review of billing/fiscal records, interview of staff and consumers, and data collection and reporting activities as necessary to ensure compliance with program accountability requirements.
- L. The contractee shall conduct criminal background checks for all staff, volunteers, interns and any other personnel routinely scheduled to work in the agency. This shall be in accordance with the agency policies and procedures, and in accordance with DHS Office of Licensing. Documentation must be maintained in the staff's personnel file.

ASAM-3-7: Called the Medically Monitored High-Intensity Inpatient Services for adolescents and Medically Monitored Intensive Inpatient Services Withdrawal Management for adults, this level of care provides 24-hour nursing care with a physician's availability for significant problems in Dimensions 1, 2, or 3. Counseling is available 16 hours a day. Patients in this level of care require medication and have a recent history of withdrawal management at a less intensive level of care, marked by past and current inability to complete withdrawal management and enter into continuing addiction treatment. This is the appropriate setting for patients with subacute biomedical and emotional, behavioral, or cognitive problems that are so severe that they require inpatient treatment. Level 3 encompasses residential services that are described as co-occurring capable, co-occurring enhanced, and complexity capable services, which are staffed by designated addiction treatment, mental health, and general medical personnel who provide a range of services in a 24-hour treatment setting. A detailed description of the services typically offered in this level of care, the care setting, and how to identify what patients would benefit best from these services based on an ASAM dimensional needs assessment, begins on page 265 of *The ASAM Criteria: Treatment Criteria for Addictive, Substance-Related, and Co-Occurring Conditions (2013)*.



Treatment Agency

MONMOUTH COUNTY

DISCOVERY INSTITUTE FOR ADDICTIVE DISORDER 80 CONOVER RD
EXECUTIVE OFFICER: ROGER DESCH MARLBORO, NJ 07746
Phone: 7329469444
Fax: 7329460758
Email: rolandonato@discoverynj.org

License by DAS: Yes Type of Organization: Non-Profit
Type of Care and Treatment Services:
Outpatient, Intensive Outpatient, co-occurring

DISCOVERY INSTITUTE FOR ADDICTIVE DISORDERS, INC. 80 CONOVER RD
EXECUTIVE OFFICER: ROGER DESCH MARLBORO, NJ 07746
Phone: 7329469444
Fax: 7329460758
Email: rolandonato@discoverynj.org

License by DAS: Yes Accreditation Status: Yes Type of Organization: Non-Profit
Type of Care and Treatment Services:
Short-Term Residential, Long-Term Residential, Detox-Free-Standing Residential (Sub-Acute), co-occurring

MATTIE HOUSE 86 CONOVER RD
PRESIDENT AND EXECUTIVE OFFICER: A.W. COMERFORD MARLBORO, NJ 07746
Phone: 7328170616
Fax: 7328170617
Email: pinzelbuch@newhopefoundation.org
Website: <http://www.newhopefoundation.org>

License by DAS: Yes Accreditation Status: Yes Type of Organization: Non-Profit
Type of Care and Treatment Services:
Halfway house, co-occurring

NEW HOPE FOUNDATION, INC.
PRESIDENT AND CHIEF EXECUTIVE OFFICER: A.W. COMERFORD
80 CONOVER ROAD
MARLBORO, NJ 07746
COMERFORD
Phone: 7329463030 x243
Fax: 7329464891
Email: lcomerford@newhopefoundation.org
Website: <http://www.newhopefoundation.org>

License by DAS: Yes **Accreditation Status:** Yes **Type of Organization:** Non-Profit

Type of Care and Treatment Services:

Short-Term Residential, Detox-Free-Standing Residential (Sub-Acute), co-occurring

Advancing Opportunities Group Home

7 Newton Street

Block 210 Lot 12

Block 210 Land Desc 100 X 200 Owners Name MOBILITY SPECIAL CARE HOUSING INC Land 202,500 Exemption Code 0
 Lot 12 Bldg Desc BUCKINGHAM Street Address 958 ADELPHIA RD BOX 213 Bank 00000 Impr 00000 Total 387,700 Value 0
 Qual Addl Lots City & State ADELPHIA, NJ Zip 07710 Zone R302
 Acct# Acreage 0.450 Class 15D Property Location 7 NEWTON STREET

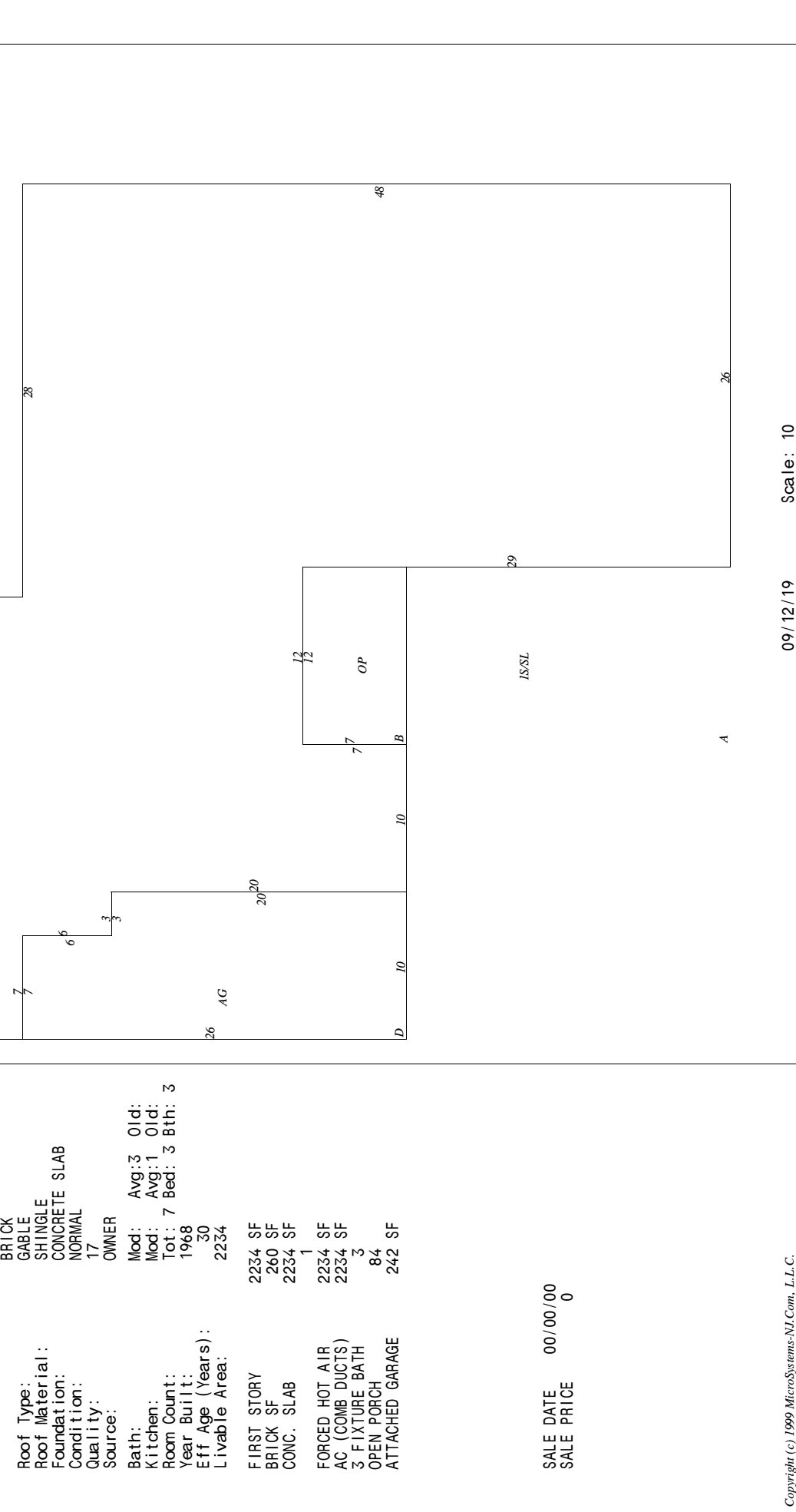
DESCRIPTION SKETCH

SITE INFORMATION
 Sewer: SEW/WATER
 Water: SEWER ONLY
 Gas: SEWER ONLY
 Topography: LEVEL
 Road: PAVED

BUILDING INFORMATION
 Type and Use: N.A.
 Story Height: ONE STORY
 Style: RANCH
 Exterior Fin: FRAME
 Brick: BRICK
 Gable: GABLE
 Roof Material: SHINGLE
 Foundation: CONCRETE SLAB
 Condition: NORMAL
 Quality: 17
 Source: OWNER
 Bath: Mod: Avg: 3 Old: 3
 Kitchen: Mod: Avg: 1 Old: 1
 Room Count: Tot: 7 Bed: 3 Bth: 3
 Year Built: 1968
 Eff Age (Years): 30
 Livable Area: 2234

2234 SF FIRST STORY
 260 SF BRICK SF
 2234 SF CONC. SLAB
 1 FORCED HOT AIR
 2234 SF AC (COMB DUCTS)
 3 2234 SF FIXTURE BATH
 84 OPEN PORCH
 242 SF ATTACHED GARAGE

SALE DATE 00/00/00
 SALE PRICE 0



Advancing Opportunities Group Home

8 Center Street

Block 162 Lot 3

Block 162 Land Desc 82 X 100 Owners Name MOBILITY SPECIAL CARE HOUSING INC Land 108,900 Exemption Code 0 Net Taxable Value Deductions
 Lot 3 Bldg Desc 1S-AL-R-2AG Street Address PO BOX 213 Bank 00672 Impr 160,700 Code 0 Cd No-Ow
 Qual Addl Lots City & State ADELPHIA, NJ Zip 07710 Total 269,600 Value 61
 Acct# 0.180 Class 15D Property Location 8 CENTER STREET Zone R-20

DESCRIPTION

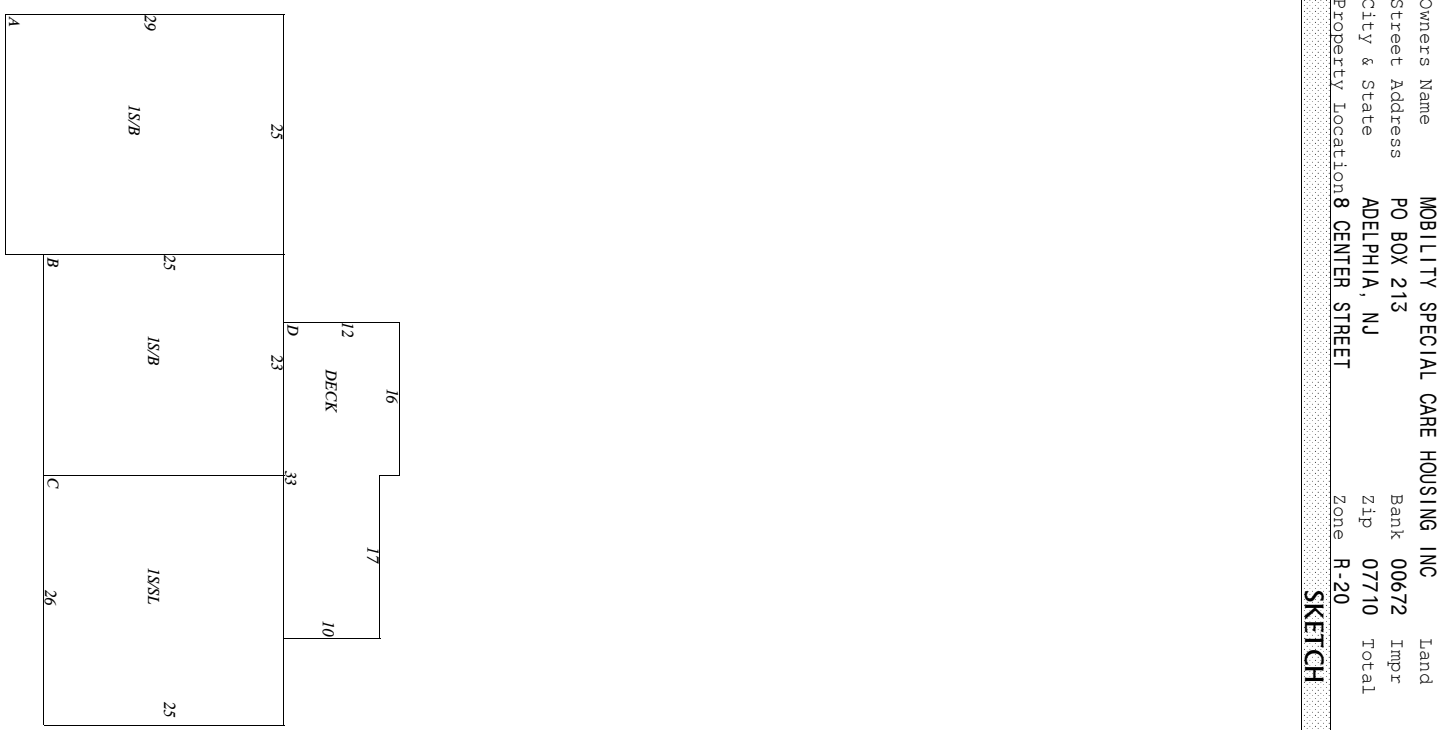
SKETCH

SITE INFORMATION
 Sewer: SEP /WATER
 Water: SEWER ONLY
 Gas: LEVEL
 Topography: PAVED
 Road:

BUILDING INFORMATION
 Type and Use: N.A.
 Story Height: ONE STORY
 Style: RANCH
 Exterior Fin: ALUM/VINYL
 Brick
 Roof Type: GABLE
 Roof Material: SHINGLE
 Foundation: CONCRETE BLOCK
 Condition: NORMAL
 Quality: 16
 Source: OWNER
 Bath: Mod: Avg: 2 Old:
 Kitchen: Mod: Avg: 1 Old:
 Room Count: Tot: 7 Bed: 3 Bth: 2
 Year Built: 1960
 Eff Age (Years): 30
 Livable Area: 1950

BASEMENT 1300 SF
 FIRST STORY 1950 SF
 BRICK SF 230 SF
 CONC. SLAB 650 SF
 HW BASEBOARD 1
 AC (SEP. DUCTS) 1950 SF
 3 FIXTURE BATH 1950 SF
 FIREPLACE 1STY 2
 DECK 1
 2 CAR BSMT GAR 362 SF
 2 2
 SHED 1STY 25 96 SF

SALE DATE 00/00/00
 SALE PRICE 0



New Horizons in Autism

6 Spencer Circle

Block 341 Lot 3

Block 341 Land Desc 210 X 115 Owners Name NEW HORIZONS IN AUTISM INC.
 Lot 3 Bldg Desc JEFFERSON Street Address 6 SPENCER CIRCLE Land Impr 172,300 Exemption Code 0 Net Taxable Value Deductions
 Qual Addl Lots City & State MARLBORO, NJ Bank 00000 Total 359,800 Value 0 Cd No-Ow
 Acct# Acreage 0.550 Class 15D Property Location 6 SPENCER CIRCLE Zone R302 130

DESCRIPTION

SKETCH

SITE INFORMATION
 Sewer: SEW/WATER
 Water: SEWER ONLY
 Gas: SEWER ONLY
 Topography: LEVEL
 Road: PAVED

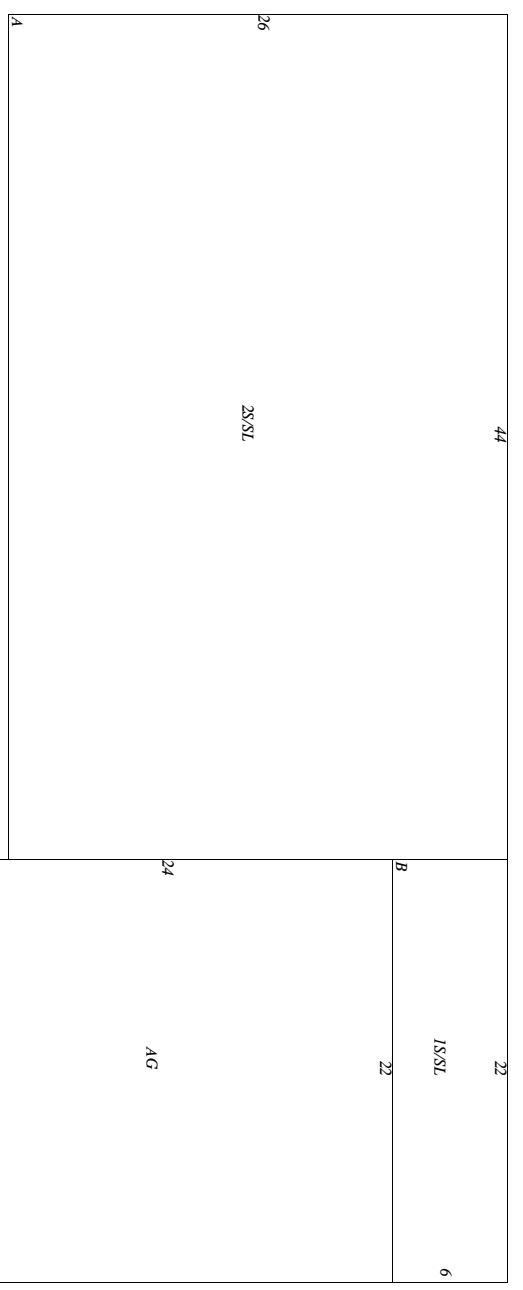
BUILDING INFORMATION
 Type and Use: N.A.
 Story Height: TWO STORY
 Style: COLONIAL
 Exterior Fin: ALUM/VINYL

Roof Type: GABLE
 Roof Material: SHINGLE
 Foundation: CONCRETE SLAB
 Condition: NORMAL
 Quality: 17
 Source: ESTIMATED

Bath: Mod: Avg: 3 Old:
 Kitchen: Mod: Avg: 1 Old:
 Room Count: Tot: 8 Bed: 4 Bth: 3
 Year Built: 1975
 Eff Age (Years): 30
 Livable Area: 2420

TRAFFIC 1
 FIRST STORY 1276 SF
 UPPER STORY 1144 SF
 CONC. SLAB 1276 SF
 1
 FORGED HOT AIR 2420 SF
 AC (COMB DUCTS) 2420 SF
 3 FIXTURE BATH 2
 2 FIXTURE BATH 1
 FIREPLACE 2STY 1
 ATTACHED GARAGE 528 SF

SALE DATE 00/00/00
 SALE PRICE 0



Easter Seals Taylor

28 Taylor Road

Block 225 Lot 42

Block 225 Land Desc 127 X 210 Owners Name EASTER SEAL SOCIETY OF NJ, INC. Land 208,500 Exemption Code 0 Net Taxable Value Deductions
 Lot 42 Bldg Desc 2S-F-S-2AG Street Address 1 KIMBERLY ROAD Bank 00000 Impr 248,900 Code Cd No-Ow
 Qual Addl Lots City & State EAST BRUNSWICK, N.J. Zip 08816 Total 457,400 Value 0
 Acct# Acreage 0.569 Class 15D Property Location 28 TAYLOR ROAD Zone R302 99

DESCRIPTION

SITE INFORMATION
 Sewer: SEW/WATER
 Water: SEWER ONLY
 Gas: SEWER ONLY
 Topography: LEVEL
 Road: PAVED

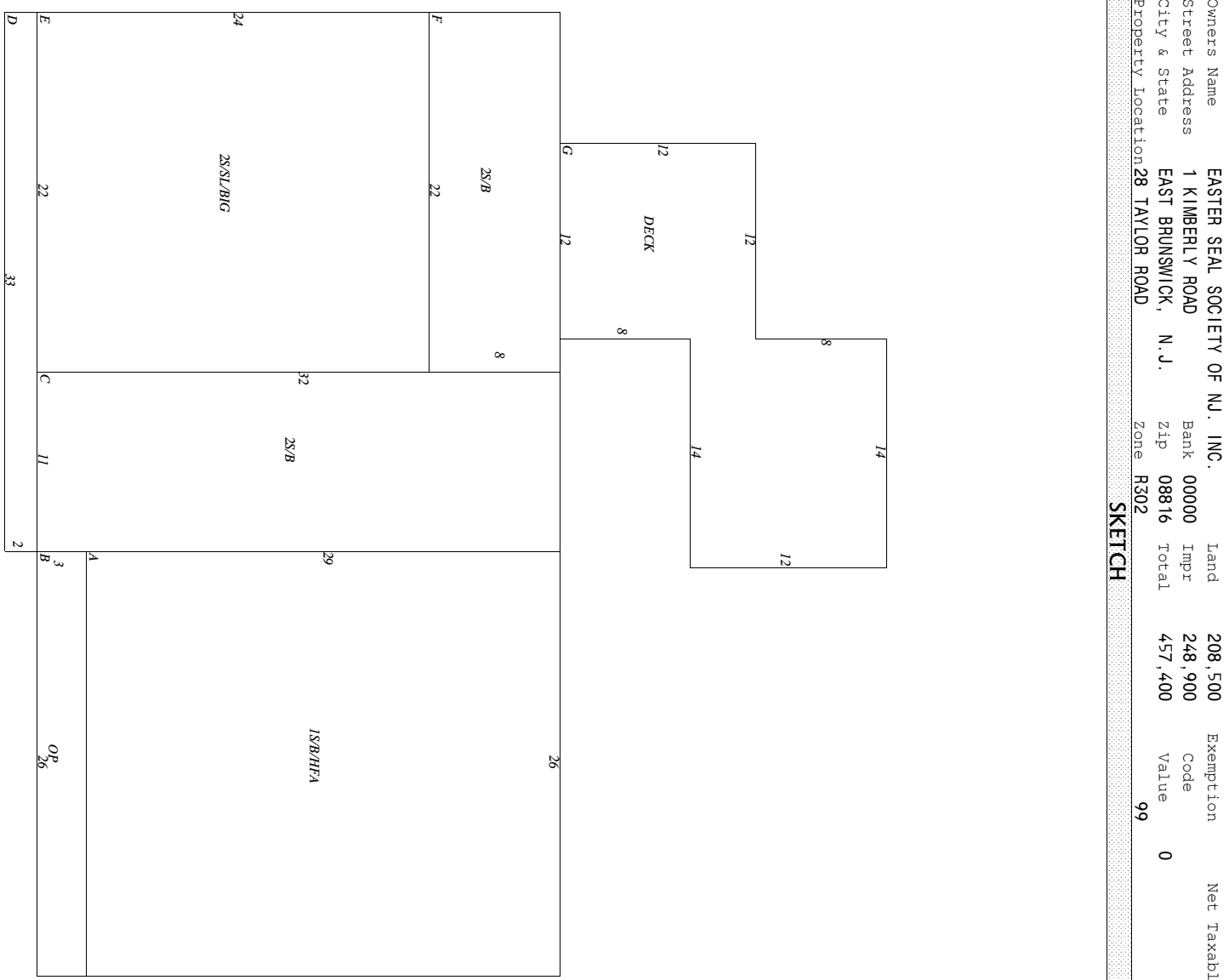
BUILDING INFORMATION

Type and Use: N.A.
 Story Height: TWO STORY
 Style: SPLIT LEVEL
 Exterior Fin: ALUM/VINYL
 Roof Type: GABLE
 Roof Material: SHINGLE
 Foundation: CONCRETE BLOCK
 Condition: NORMAL
 Quality: 17
 Source: ESTIMATED
 Bath: Mod: Avg: 3 Old:
 Kitchen: Mod: Avg: 1 Old:
 Room Count: Tot: 7 Bed: 4 Bth: 3
 Year Built: 1980
 Eff Age (Year's): 25
 Livable Area: 2781

BASEMENT 1282 SF
 FIRST STORY 1810 SF
 UPPER STORY 1122 SF
 CONC. SLAB 528 SF
 BUILT-IN GARAGE 528 SF
 FORCED HOT AIR 1
 AC (COMB DUCTS) 2781 SF
 3 FIXTURE BATH 2781 SF
 2 FIXTURE BATH 2
 OPEN PORCH 1
 DECK 78
 312 SF

SALE DATE 00/00/00
 SALE PRICE 0

SKETCH



Easter Seals Vassar

20 Vassar Place

Block 173 Lot 7

Block 173 Land Desc .028 AC
 Lot 7 Bldg Desc BRAEBURN
 Qual C0020 Addl Lots
 Acct# 0.020 Class 2

Owners Name PACCIONE, KEVIN & SALWA YASSA
 Street Address 7 VAIL VALLEY DRIVE
 City & State MANALAPAN, NJ
 Property Location 20 VASSAR PLACE
 Bank 00000
 Zip 07726
 Zone MFD

Land Impr Total Exemption Code Value Net Taxable Value Deductions
 160,000 107,100 267,100 0 50 Cd No-Ow

DESCRIPTION

SKETCH

SITE INFORMATION
 Sewer: SEW/WATER
 Water: SEWER ONLY
 Gas: SEWER ONLY
 Topography: LEVEL
 Road: PAVED

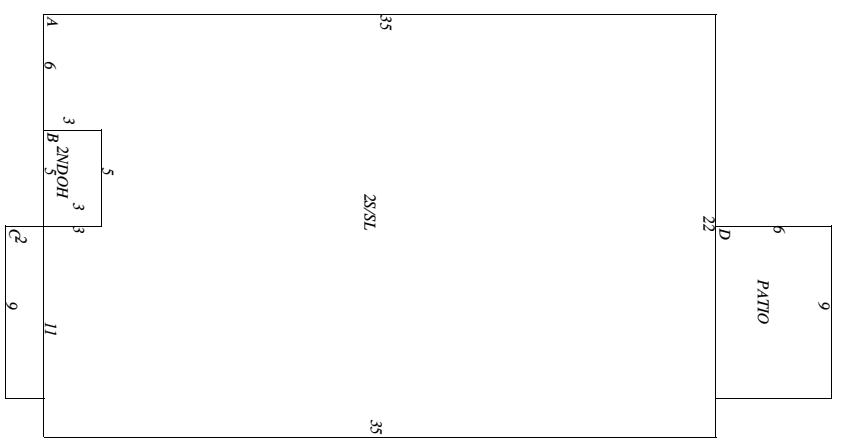
BUILDING INFORMATION
 Type and Use: N.A.
 Story Height: TWO STORY
 Style: TOWN HSE/CONDO
 Exterior Fin: ALUM/VINYL

Roof Type: GABLE
 Roof Material: SHINGLE
 Foundation: CONCRETE SLAB
 Condition: NORMAL
 Quality: 35
 Source: ESTIMATED

Bath: Mod: 1 Avg: 2 Old:
 Kitchen: Mod: 1 Avg: Old:
 Room Count: Tot: 6 Bed: 3 Bth: 3
 Year Built: 1985
 Eff Age (Years): 25
 Livable Area: 1543

FIRST STORY 773 SF
 UPPER STORY 770 SF
 CONC. SLAB 773 SF
 1
 FORCED HOT AIR 1543 SF
 AC (COMB DUCTS) 1543 SF
 3 FIXTURE BATH 2
 2 FIXTURE BATH 1
 PRE-FAB FIREPLACE 1
 PATIO 54

SALE DATE 00/00/00
 SALE PRICE 0



Opportunity Knocks, Inc

250 Route 79 North

Block 167 Lot 10

Block 167 Land Desc 100 X 200
 Lot 10 Bldg Desc 1S-AL-R
 Qual Addl Lots
 Acct# Acreage 0.450 Class 2

Owners Name MARLBORO EQUITIES, LLC.
 Street Address P O BOX 285
 City & State COLTS NECK, NJ
 Property Location 250 ROUTE 79

Bank 00000 Land 144,900 Exemption Code
 Zip 07722 Impr 147,600 Value 0
 Zone C-2 Total 292,500 Cd No-Ow

DESCRIPTION **SKETCH**

SITE INFORMATION
 Sewer: SEP/WATER
 Water: SEWER ONLY
 Gas: LEVEL
 Topography: PAVED
 Road: EASEMENT

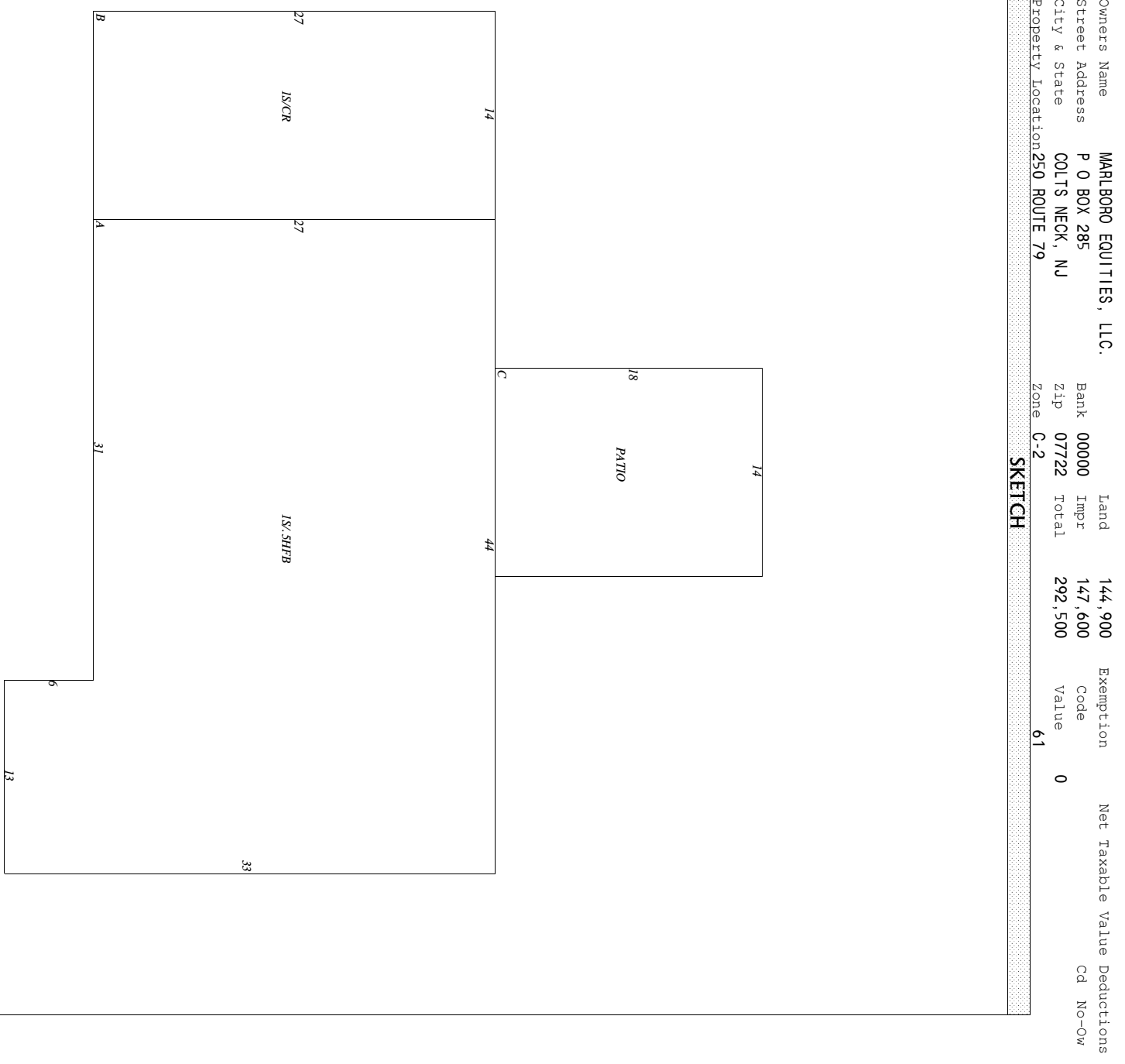
BUILDING INFORMATION
 Type and Use: N.A.
 Story Height: ONE STORY
 Style: RANCH
 Exterior Fin: ALUM/VINYL

Roof Type: HIP
 Roof Material: SHINGLE
 Foundation: CONCRETE BLOCK
 Condition: NORMAL
 Quality: 16
 Source: ESTIMATED

Bath: Mod: 1 Avg: 1 Old:
 Kitchen: Mod: 1 Avg: Old:
 Room Count: Tot: 6 Bed: 3 Bth: 2
 Year Built: 1960
 Eff Age (Years): 30
 Livable Area: 1644

BASEMENT 1266 SF
 BASEMENT FINISH 633 SF
 FIRST STORY 1644 SF
 1
 FORGED HOT AIR 1644 SF
 AC (COMB DUCTS) 1644 SF
 3 FIXTURE BATH 2
 PATIO 252 SF
 SHED 1STY 25 112 SF

SALE DATE 00/00/00
 SALE PRICE 0



Easter Seals Stratford

277 Stratford Place

Block 178 Lot 2

Block 178 Land Desc .028 AC
 Lot 2 Bldg Desc COVENTRY
 Qual 00277 Addl Lots
 Acct# Acrage 0.020 Class 2

SITE INFORMATION
 Sewer: SEW/WATER
 Water: SEWER ONLY
 Gas: SEWER ONLY
 Topography: LEVEL
 Road: PAVED

BUILDING INFORMATION
 Type and Use: N.A.
 Story Height: TWO STORY
 Style: TOWN HSE/CONDO
 Exterior Fin: ALUM/VINYL

Roof Type: GABLE
 Roof Material: SHINGLE
 Foundation: CONCRETE SLAB
 Condition: NORMAL
 Quality: 35
 Source: ESTIMATED

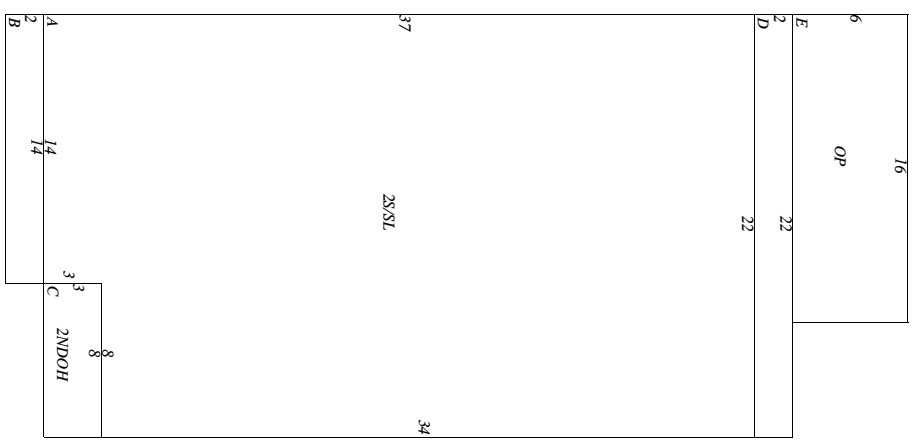
Bath: Mod: 1 Avg: 2 Old:
 Kitchen: Mod: 1 Avg: Old:
 Room Count: Tot: 6 Bed: 3 Bth: 3
 Year Built: 1985
 Eff Age (Years): 25
 Livable Area: 1676

FIRST STORY 862 SF
 UPPER STORY 814 SF
 CONC. SLAB 862 SF
 1
 FORCED HOT AIR 1676 SF
 AC (COMB DUCTS) 1676 SF
 5 FIXTURE BATH 1
 3 FIXTURE BATH 1
 2 FIXTURE BATH 1
 OPEN PORCH 96

SALE DATE 00/00/00
 SALE PRICE 0

Owners Name PACCIONE, KEVIN & YASSA SALWA
 Street Address 7 VAIL VALLEY DRIVE
 City & State MANALAPAN, NJ
 Property Location 277 STRATFORD PLACE
 Bank 00000
 Zip 07726
 Zone MFD
 Land Impr 112,600
 Total 272,600
 Exemption Code 0
 Value 53
 Net Taxable Value Deductions Cd No-Ow

SKETCH



EIHAB Human Services

477 Union Hill Road

Block 299 Lot 134

Block 299 Land Desc . 81 AC
 Lot 134 Bldg Desc 1S-F-R-2A6
 Qual Addl Lots
 Acct# Acreage 0.810 Class 15D

Owners Name EIHAB HUMAN SERVICES INC
 Street Address 168-18 SOUTH CONDUNIT AVE
 City & State SPRINGFIELD, NY
 Property Location 477 UNION HILL ROAD

Bank 00000 Land 149,800 Exemption Code
 Zip 11434 Impr 284,400 Code
 Zone R-80 Total 434,200 Value 0
 Net Taxable Value Deductions Cd No-Ow

DESCRIPTION

SKETCH

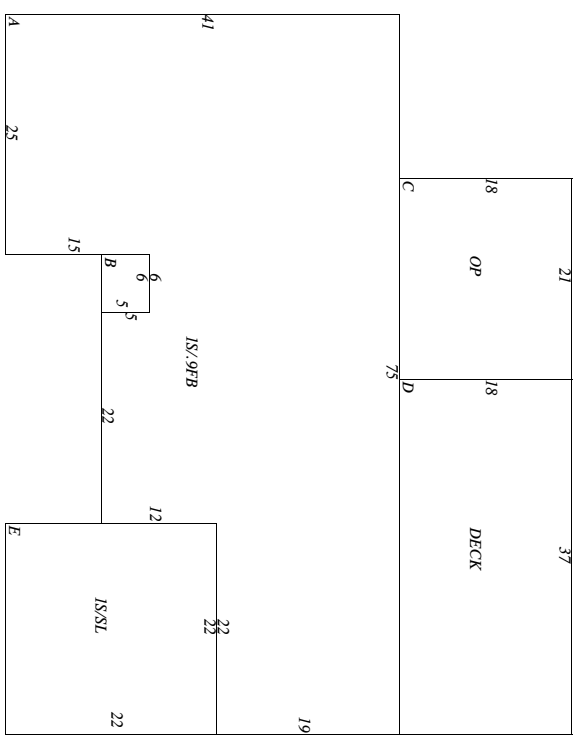
SITE INFORMATION
 Sewer: SEW/WATER
 Water: SEWER ONLY
 Gas: SEWER ONLY
 Topography: LEVEL
 Road: PAVED
 EASEMENT

BUILDING INFORMATION

Type and Use: N.A.
 Story Height: ONE STORY
 Style: RANCH
 Exterior Fin: FRAME
 Brick: BRICK
 Hip
 Roof Type: SHINGLE
 Roof Material: CONCRETE BLOCK
 Foundation: NORMAL
 Condition: NORMAL
 Quality: 16
 Source: TENANT
 Bath: Mod: 1 Avg: 3 Old:
 Kitchen: Mod: 1 Avg: 1 Old:
 Room Count: Tot: 9 Bed: 5 Bth: 4
 Year Built: 1980
 Eff Age (Years): 25
 Livable Area: 2765

BASEMENT 2281 SF
 BASEMENT FINISH 2053 SF
 FIRST STORY 2765 SF
 BRICK SF 690 SF
 CONC. SLAB 484 SF
 HEAT PUMP 1
 4 FIXTURE BATH 2765 SF
 3 FIXTURE BATH 1
 2 FIXTURE BATH 2
 SINGLE FIXTURE 1
 FIREPLACE 1STY 1
 OPEN PORCH 1
 DECK 408 SF
 DET GAR-FRM 666 SF
 YB 441 SF

SALE DATE 00/00/00
 SALE PRICE 0



Morganville Group Home

7 West Court

Block 113 Lot 1

Block 113 Land Desc 91 X 190
 Lot 1 Bldg Desc 1S-F-R-1A6
 Qual Addl Lots
 Acct# Acreage 0.390 Class 15D

Owners Name NEW JERSEY ASSOC OF DEAF-BLIND INC
 Street Address 24K WORLDS FAIR DRIVE
 City & State SOMERSET, NJ
 Property Location 7 WEST COURT
 Bank 00000
 Zip 08873
 Zone R-60

Land 182,800
 Impr 108,500
 Total 291,300
 Exemption Code 0
 Value 0
 Net Taxable Value
 Deductions Cd No-Ow

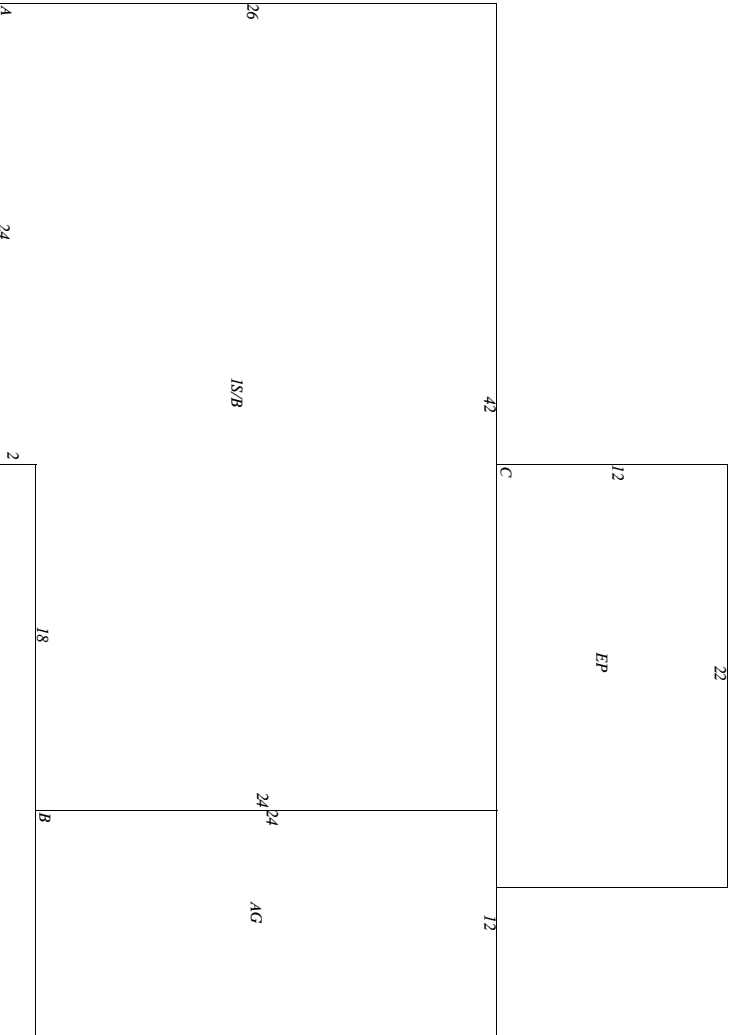
DESCRIPTION
 SITE INFORMATION
 Sewer: SEP /WATER
 Water: SEWER ONLY
 Gas: LEVEL
 Topography: PAVED
 Road:

BUILDING INFORMATION
 Type and Use: N.A.
 Story Height: ONE STORY
 Style: RANCH
 Exterior Fin: BRICK
 Brick Story Ht: ALL
 Roof Type: HIP
 Roof Material: SHINGLE
 Foundation: CONCRETE BLOCK
 Condition: NORMAL
 Quality: 16
 Source: OWNER
 Bath: Mod: Avg: 1 Old:
 Kitchen: Mod: Avg: 1 Old:
 Room Count: Tot: 6 Bed: 3 Bth: 1
 Year Built: 1956
 Eff Age (Years): 35
 Livable Area: 1056

BASEMENT 1056 SF
 FIRST STORY 1056 SF
 1
 FORGED HOT AIR 1056 SF
 AC (COMB DUCTS) 1056 SF
 3 FIXTURE BATH 1
 ENCLOSED PORCH 264 SF
 ATTACHED GARAGE 288 SF

SALE DATE 00/00/00
 SALE PRICE 0

SKETCH



EIHAB Human Services

1 Eaton Court

Block 350 Lot 16

Block 350 Land Desc 150 X 198 Owners Name EI HAB HUMAN SERVICES, INC
 Lot 16 Bldg Desc JAMESTOWN Street Address 168-18 SOUTH CONDUIT AVE
 Qual Addl Lots City & State SPRINGFIELD, NY Bank 00000 Land Impr 219,100 Exemption Code 0 Net Taxable Value
 Acct# Acreage 0.680 Class 2 Property Location 1 EATON COURT Zip 11434 Total 433,100 Value 0 Cd No-Ow
 Zone R302

DESCRIPTION **SEW/WATER**
 Sewer: SEWER ONLY
 Water: SEWER ONLY
 Gas: SEWER ONLY
 Topography: LEVEL
 Road: PAVED

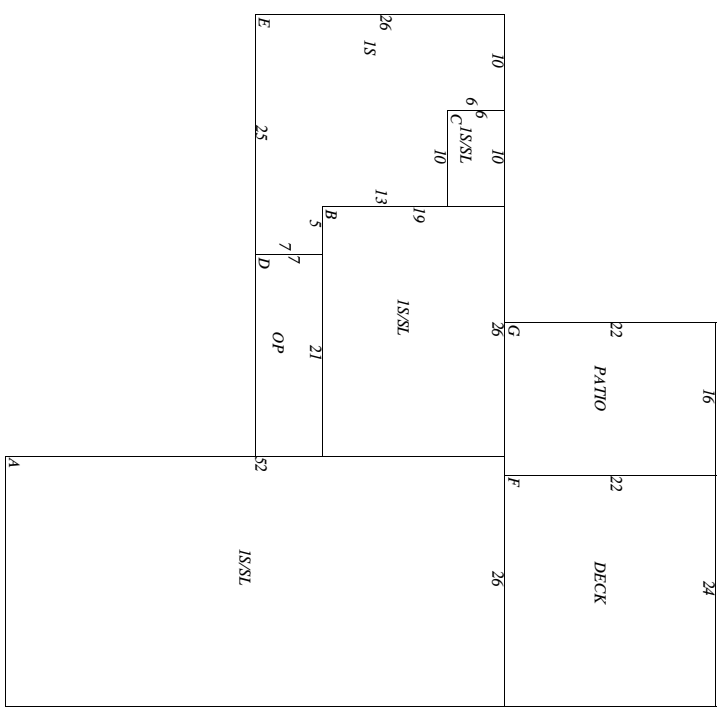
BUILDING INFORMATION
 Type and Use: N.A.
 Story Height: ONE STORY
 Style: RANCH
 Exterior Fin: ALUM/VINYL
 Stone
 Roof Type: SHINGLE
 Roof Material: SHINGLE
 Foundation: CONCRETE SLAB
 Condition: NORMAL
 Quality: 17
 Source: OWNER

Bath: Mod: 1 Avg: 2 Old:
 Kitchen: Mod: Avg: 1 Old:
 Room Count: Tot: 9 Bed: 4 Bth: 3
 Year Built: 1969
 Eff Age (Year's): 30
 Livable Area: 2401

FIRST STORY 2401 SF
 STONE SF 510 SF
 CONC. SLAB 1906 SF
 FORCED HOT AIR 2401 SF
 AC (COMB DUCTS) 2401 SF
 4 FIXTURE BATH 1
 3 FIXTURE BATH 2
 FIREPLACE 1STY 1
 OPEN PORCH 147 SF
 DECK 528 SF
 PATIO 352 SF

SALE DATE 00/00/00
 SALE PRICE 0

SKETCH
 Owners Name
 Street Address
 City & State
 Property Location
 Zone



Center for Family Support

2 East Frances Avenue

Block 176 Lot 102

Block 176 Land Desc 106 X 200 Owners Name MOBILITY SPECIAL CARE HOUSING, INC Land 184,600 Exemption
 Lot 102 Bldg Desc 1S-F-R-1A6 Street Address PO BOX 213 Bank 00000 Impr 158,800 Code
 Qual Addl Lots City & State ADELPHIA, NJ Zip 07710 Total 343,400 Value
 Acct# Acreage 0.480 Class 15D Property Location 2 EAST FRANCES AVENUE Zone R-20 Net Taxable Value 0 Deductions
 73 Cd No-Ow

DESCRIPTION

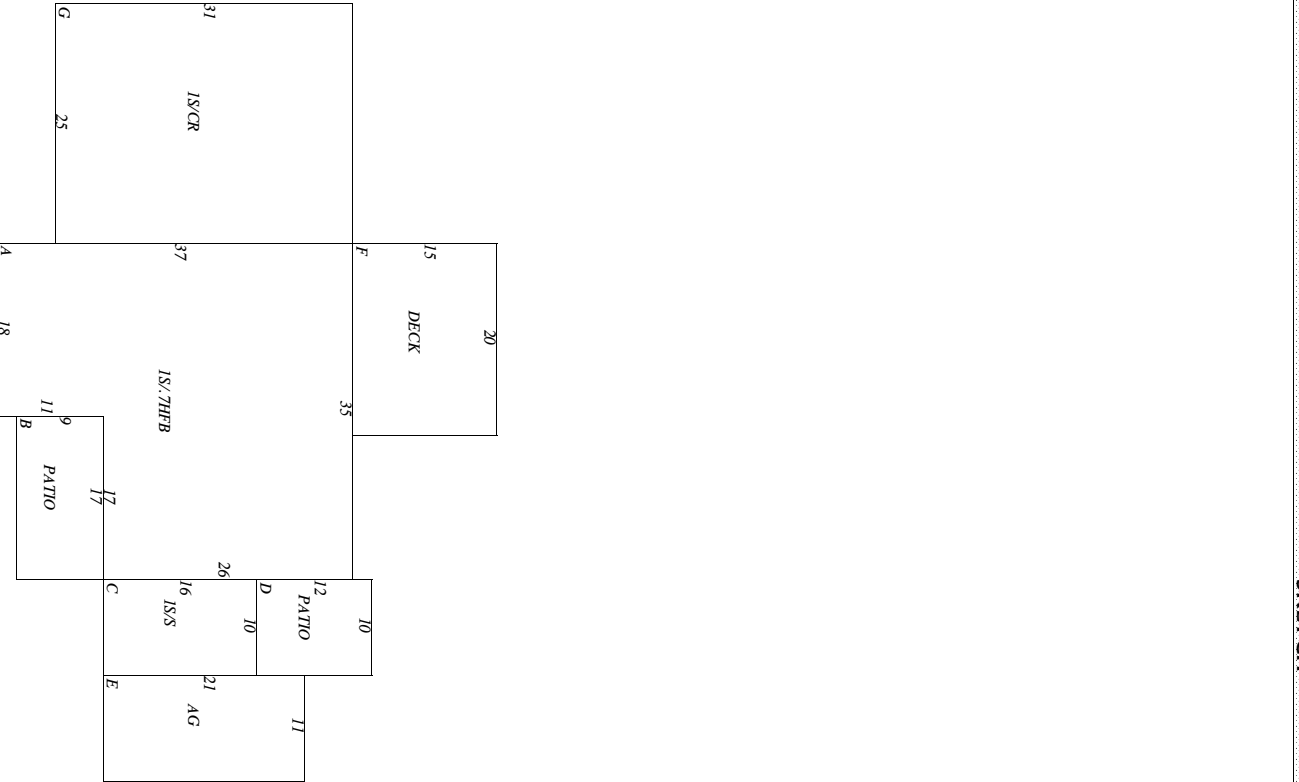
SITE INFORMATION Sewer: SEW/WATER
 Water: SEWER ONLY
 Gas: LEVEL
 Topography: PAVED
 Road:

BUILDING INFORMATION N.A.
 Type and Use: ONE STORY
 Story Height: RANCH
 Style: FRAME
 Exterior Fin:
 Roof Type: GABLE
 Roof Material: SHINGLE
 Foundation: CONCRETE BLOCK
 Condition: NORMAL
 Quality: 17
 Source: OWNER
 Bath: Mod: 1 Avg: 1 Old:
 Kitchen: Mod: Avg: 1 Old:
 Room Count: Tot: 6 Bed: 3 Bth: 3
 Year Built: 1943
 Eff Age (Years): 35
 Livable Area: 2043

- COMMERCIAL 1
- BASEMENT 1108 SF
- BASEMENT FINISH 776 SF
- FIRST STORY 2043 SF
- CONC. SLAB 160 SF
- FORCED HOT AIR 1
- AC (COMB DUCTS) 2043 SF
- 3 FIXTURE BATH 2043 SF
- 2 FIXTURE BATH 1
- DECK 300 SF
- PATIO 273 SF
- ATTACHED GARAGE 231 SF

SALE DATE 00/00/00
 SALE PRICE 0

SKETCH



Renaissance Health

Network 192 Route 79 North

Block 207 Lot 4

Block 207 Land Desc 2.51 AC Owners Name RENAISSANCE HEALTH, C/O J PAYTAS Land 235,000 Exemption Code Value 0 Net Taxable Value Deductions Cd No-Ow

Lot 4 Bldg Desc NURSING HOME Street Address 1300 SEAGIRT AVE Bank 00000 Impr 417,000 Code Value 0

Qual Addl Lots City & State SEAGIRT, NJ Zip 08759 Total 652,000

Acct# Acreage 2.000 Class 4A Property Location 192 ROUTE 79 NORTH Zone LC 67

DESCRIPTION **SKETCH**

SITE INFORMATION
 Sewer :
 Water :
 Gas :
 Topography :
 Road :

BUILDING INFORMATION
 Type and Use :
 Story Height :
 Style :
 Exterior Fin :

Roof Type :
 Roof Material :
 Foundation :
 Condition :
 Quality :
 Source :

Bath : Mod: Avg: Old:
 Kitchen: Mod: Avg: Old:
 Room Count: Tot: Bed: Bth:
 Year Built: 0 35
 Eff Age (Years): 0
 Livable Area: 0

COMM. COST APPROACH

SALE DATE 00/00/00
 SALE PRICE 0

NJID/Care

5 Wabash Road

Block 233 Lot 3

Block 233 Land Desc 100 X 200 Owners Name CEREBRAL PALSY ASSOC OF MIDDLESEX C Land 202,500 Exemption Code 0 Net Taxable Value Deductions
 Lot 3 Bldg Desc JAMESTOWN Street Address 5 WABASH ROAD Bank 00660 Impr 186,100 Code 0
 Qual Addl Lots City & State MARLBORO, N.J. Zip 07746 Total 388,600 Value 100
 Acct# Acreage 0.450 Class 15F Property Location 5 WABASH ROAD Zone R302

SITE INFORMATION
 Sewer: SEW/WATER
 Water: SEWER ONLY
 Gas: SEWER ONLY
 Topography: LEVEL
 Road: PAVED

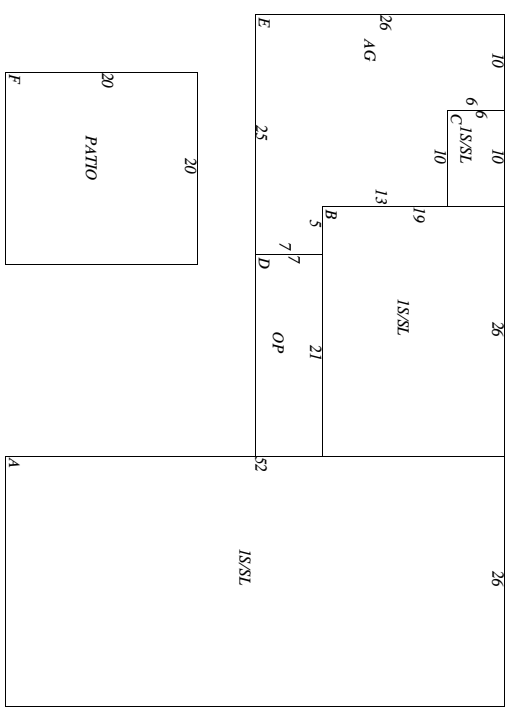
BUILDING INFORMATION
 Type and Use: N.A.
 Story Height: ONE STORY
 Style: RANCH
 Exterior Fin: BRICK
 Frame: FRAME
 Gable: GABLE
 Roof Type: SHINGLE
 Roof Material: CONCRETE SLAB
 Foundation: NORMAL
 Condition: NORMAL
 Quality: 17
 Source: OWNER

Bath: Mod: Avg: 2 Old:
 Kitchen: Mod: 1 Avg: Old:
 Room Count: Tot: 8 Bed: 4 Bth: 2
 Year Built: 1968
 Eff Age (Years): 30
 Livable Area: 1906

FIRST STORY 1906 SF
 BRICK SF 510 SF
 CONC. SLAB 1906 SF
 1
 FORCED HOT AIR 1906 SF
 AC (COMB DUCTS) 1906 SF
 4 FIXTURE BATH 1
 3 FIXTURE BATH 1
 FIREPLACE 1STY 1
 OPEN PORCH 147 SF
 PATIO 400 SF
 ATTACHED GARAGE 495 SF

SALE DATE 00/00/00
 SALE PRICE 0

SKETCH
 Owners Name CEREBRAL PALSY ASSOC OF MIDDLESEX C Land 202,500 Exemption Code 0 Net Taxable Value Deductions
 Street Address 5 WABASH ROAD Bank 00660 Impr 186,100 Code 0
 City & State MARLBORO, N.J. Zip 07746 Total 388,600 Value 100
 Property Location 5 WABASH ROAD Zone R302



New Hope – Discovery

80 Conover Road

Block 157 Lot 34.02

Block 157 Land Desc 10.00 AC
 Lot 34.02 Bldg Desc 2S-S
 Qual Addl Lots
 Acct# Acrage 10.000 Class 15F

SITE INFORMATION
 Sewer :
 Water :
 Gas :
 Topography :
 Road :

BUILDING INFORMATION
 Type and Use : N.A.
 Story Height :
 Style :
 Exterior Fin :
 Roof Type :
 Roof Material :
 Foundation :
 Condition :
 Quality :
 Source :

Bath : Mod :
 Kitchen : Mod :
 Room Count : Tot :
 Year Built : 2000
 Eff Age (Years) : 15
 Livable Area : 0

COMM. COST APPROACH

SALE DATE 00/00/00
 SALE PRICE 0

Owners Name RECOVERY MANAGEMENT SYSTEMS, INC.
 Street Address PO BOX 66
 City & State MARLBORO, NJ
 Property Location 80 CONOVER ROAD
 Bank Zip 07746
 Zone A/LC
 Land Impr 500,000
 Total 13,444,900
 Exemption Code Value 0
 Net Taxable Value 63
 Deductions Cd No-Ow

SKETCH

Mattie House

86 Conover Road

Block 157 Lot 34.03

Block 157	Land Desc 1.00 AC	Owners Name NEW HOPE FOUNDATION, INC.	Land 193,500	Exemption	Net Taxable Value	Deductions
Lot 34.03	Bldg Desc 2SF	Street Address PO BOX 66	Bank 00000	Impr 296,500	Code	Cd No-Ow
Qual	Addl Lots	City & State MARLBORO, NJ	Zip 07746	Total 490,000	Value 0	
Acct#	Acreage 1.000	Class 15D	Property Location 86 CONOVER RD	Zone A/LC	63	

DESCRIPTION

SKETCH

SITE INFORMATION

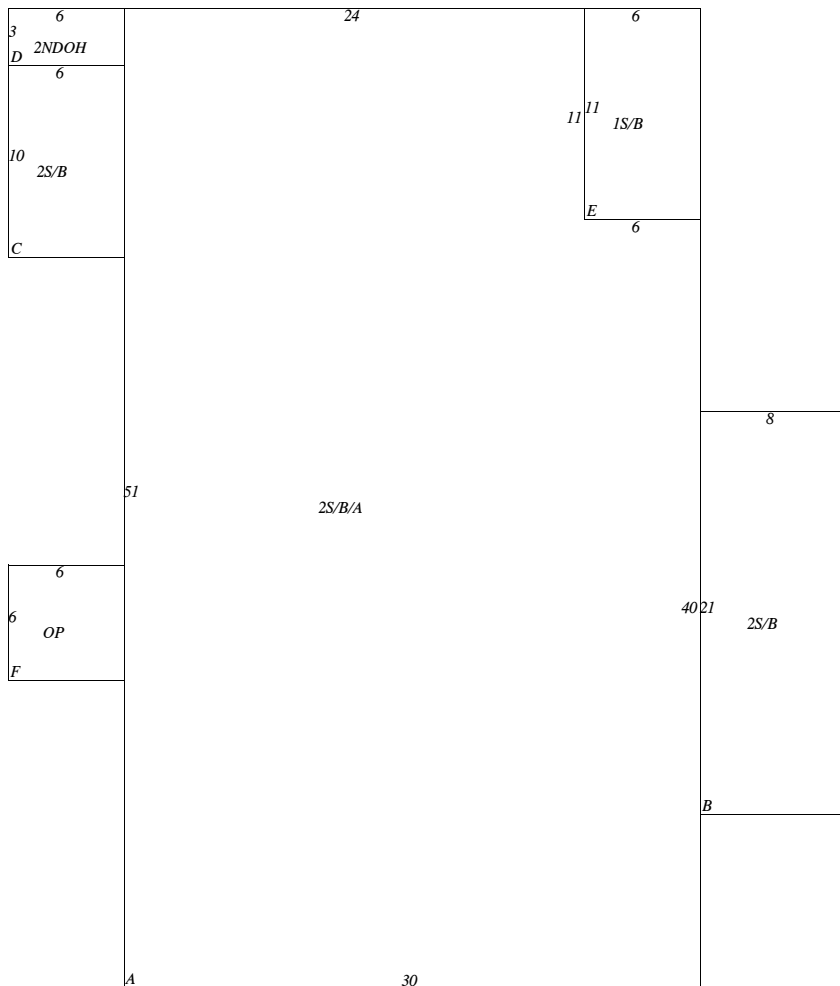
Sewer: SEW/WATER
 Water:
 Gas: SEWER ONLY
 Topography: LEVEL
 Road: PAVED
 EASEMENT

BUILDING INFORMATION

Type and Use: N.A.
 Story Height: TWO STORY
 Style: OLD STYLE
 Exterior Fin: ALUM/VINYL
 Roof Type: GABLE
 Roof Material: SHINGLE
 Foundation: BRICK
 Condition: NORMAL
 Quality: 18
 Source: OWNER
 Bath: Mod: Avg:3 Old:
 Kitchen: Mod: Avg:1 Old:
 Room Count: Tot: 9 Bed: 5 Bth: 3
 Year Built: 1900
 Eff Age (Years): 35
 Livable Area: 3468

BASEMENT 1758 SF
 FIRST STORY 1758 SF
 UPPER STORY 1710 SF
 1
 HW/STEAM RADIATOR 3468 SF
 3 FIXTURE BATH 3
 UNFIN ATTIC 1464 SF
 EXP. ATTIC (UNF) 1464 SF
 OPEN PORCH 36

SALE DATE 00/00/00
 SALE PRICE 0



274

AUG 22 2016

Record and Return to:

Peter Yasenchak, Paralegal
New Jersey Housing and Mortgage
Finance Agency
637 South Clinton Avenue
P.O. Box 18550
Trenton, New Jersey 08650-2085



R+P
Chicago Title Company, LLC
2446 Church Road
3rd floor
Toms River, N.J. 08753
2016 0099

East Francis Supportive Housing
HMFA #03202
SNHPLP #81

FINANCING, DEED RESTRICTION AND REGULATORY AGREEMENT

CHRISTINE GIORDANO HANLON
COUNTY CLERK
MONMOUTH COUNTY, NJ

between

NEW JERSEY HOUSING AND MORTGAGE FINANCE AGENCY

INSTRUMENT NUMBER
2016082559

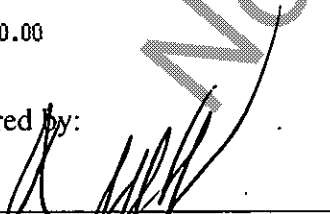
and

MOBILITY SPECIAL CARE HOUSING, INC.

RECORDED ON
Aug 29, 2016
9:14:02 AM
BOOK: OR-9182
PAGE: 6216
Total Pages: 27

COUNTY RECORDING FEES \$290.00
TOTAL PAID \$290.00

Prepared by:


Robert M. Purdell
Deputy Attorney General

Construction and Permanent Financing
Special Needs Housing
Partnership Loan Program

(Revised June 4, 2012)

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Schedule A.	Legal Description

Not Certified Copy

THIS FINANCING, DEED RESTRICTION AND REGULATORY AGREEMENT (this "Agreement"), made and entered into as of this 11th day of August, 2016 by and between the **NEW JERSEY HOUSING AND MORTGAGE FINANCE AGENCY** (the "Agency" or "Lender"), a body politic and corporate and an instrumentality exercising public and essential governmental functions of the State of New Jersey and **MOBILITY SPECIAL CARE HOUSING, INC.** ("Owner" or "Borrower"), a non-profit corporation organized and existing pursuant to the laws of the State of New Jersey and duly authorized to transact business in the State of New Jersey.

WITNESSETH

In consideration of the mutual covenants and undertakings set forth herein, and other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, the Agency and the Owner hereby agree as follows:

Section 1. Definitions and Interpretation. The following terms shall have the respective meanings set forth below:

"Act" means the New Jersey Housing and Mortgage Finance Agency Law of 1983, as amended from time to time, P.L. 1983, c. 530, N.J.S.A. 55:14K-1 et seq., and the regulations promulgated thereunder, as amended from time to time.

"Architectural Contract" means the agreement by and between the Owner and A. Ondar Design Architecture (the "Architect") dated May 15, 2016, for the construction or rehabilitation of the Project in accordance with the plans and specifications for the Project.

"Assignment of Leases" means the Assignment of Leases by and between the Owner and Lender of even date herewith.

"Commitment" means, collectively, the commitment approval letter signed by the Executive Director of the Agency dated May 19, 2016, and the financing commitment approval recommendations of the Special Needs Housing Partnership Loan Program loan committee members in the request for consideration dated May 19, 2016, together with all amendments thereto.

"Construction Contract" means the agreement between the Owner and Deerwoode Homes, LLC dated May 9, 2016, or any other agreement executed by the Owner and approved by the Agency, for the construction or rehabilitation of the Project in accordance with the plans and specifications for the Project approved by the Agency.

"Construction Period" means the period of time as defined in the Construction Contract.

"Day" or "Days" whether or not the word is a capitalized term, shall mean calendar day or day(s) unless otherwise specified.

"DCA" means the State of New Jersey, Department of Community Affairs.

"DDD" means the Division of Developmental Disabilities within the DHS.

"DHS" means the State of New Jersey, Department of Human Services.

"Event of Default" means any of the events set forth in Section 28 of this Agreement.

"First Mortgage" or **"Mortgage"** means the first mortgage and security agreement of even date herewith that will constitute a first lien on a fee simple interest in the Project and Land, given by the Owner to the Agency to secure the First Mortgage Loan.

"First Mortgage Loan" or **"Loan"** means the loan made to the Owner by the Agency to finance a portion of the cost of the development, rehabilitation and/or construction of the Project that will be located on the real property described in Schedule A attached hereto, as evidenced by the First Mortgage Note and secured by the First Mortgage.

"First Mortgage Note" or **"Mortgage Note"** or **"Note"** means the non-interest bearing, non-recourse promissory note that contains the promise of the Owner to pay the sum of money stated therein at the times stated therein and that evidences the obligation of the Owner to repay the First Mortgage Loan.

"Guidelines" means the Special Needs Housing Partnership Loan Program Guidelines as approved by the Agency's Board on March 1, 2012, as may be amended from time to time.

"Improvements" means the building together with all fixtures and utility improvements, easements and rights of way that are owned by the Owner and located on the Land.

"Land" means the real property described in Schedule A attached hereto, on which the Project is located.

"Loan Documents" means and includes this Agreement, the Mortgage Note, the Mortgage, the UCC-1 Financing Statements and the Assignment of Leases.

"Low-Income Tenants" means families that have income of 50% or less of the area median gross income adjusted for family size.

"Permitted Encumbrances" means the Mortgage:

- (i) Utility, access and other easements and rights of way, restrictions and exceptions that do not, individually or in the aggregate, materially impair the utility or value of the Project or Land for the purposes for which it is intended;
- (ii) Liens that are being contested in good faith and for which the Owner has provided security satisfactory to the Agency;
- (iii) Liens subordinate to the Mortgage Loan arising due to any monies loaned in

connection with the Project or other monies loaned to the Owner, provided such liens are disclosed to and approved by the Agency in writing; and

- (iv) Any other encumbrances approved by the Agency in writing.

"Project" means the Improvements located on the Land together with the Land to be financed, in part, with the proceeds of the Loan.

"State" means the State of New Jersey.

"UCC-1" means the UCC-1 Financing Agreement(s) of even date herewith.

Section 2. Background and Purpose. The Owner owns, or will own, and proposes to construct or rehabilitate, and will operate a Project to be located on the Land. The Lender will hold a first mortgage lien on the Project in the amount of \$428,835 during the term of the Mortgage at an interest rate of **zero (0%)** percent. Financing for the Project shall be derived from the Lender's Special Needs Housing Partnership Loan Program ("SNHPLP" or "Program").

In connection with the First Mortgage, the Owner and the Agency have entered into this Agreement.

In connection with its application for the Loan, the Owner has furnished to the Agency various details as to the Project, including the description of Land on which it is to be situated, plans and specifications for the construction/rehabilitation of the Project, the tenant population that shall be housed in the Project, the number of units of each type to be included therein, the estimated costs of providing the Project, details as to the Project income and expenses of the Project once constructed and/or rehabilitated and placed in operation, and arrangements for any tax abatement for the Project.

Section 3. Residential Rental Property. The Owner hereby represents, covenants, warrants and agrees that the Project to be known as East Francis Supportive Housing will be located at Lot 102 in Block 176 in the Township of Marlboro, Monmouth County, New Jersey. The Project involves the acquisition and moderate rehabilitation of a three-bedroom ranch-style house situated on a .49 acre lot located at 2 East Frances Avenue in Marlboro Township, Monmouth County. Upon completion of construction, the Project will serve four individuals with developmental disabilities as part of the Olmstead Initiative. The Service Provider will provide supportive services to the four individuals with developmental disabilities who will reside in the Project. The Service Provider's individual-centered services are designed to meet the needs for care, treatment, training and habilitation, which recognizes each resident's needs and wishes. As the four residents receive training and support to maintain and further enhance their skills, emphasis will be placed on developing skills that will allow them to be self-sufficient. Additionally, the individuals will receive one-on-one training in the goals listed in their Individualized Habilitation Plan.

All of the units in the Project are to be utilized at all times in accordance with the types of use as permitted by the Act and/or the Guidelines and as may be approved by the Agency. All units

shall be subject to use and occupancy and/or intake and/or occupancy or lease agreements between the Owner and the tenants/residents.

Section 4. Additional Representations, Covenants and Warranties of the Owner.

The Owner represents, warrants and covenants that:

A. The Owner (i) is non-profit corporation, duly organized, validly existing and in good standing under the laws of the State of New Jersey and duly authorized to transact business in the State; (ii) has filed with the Agency a true and complete copy of its Certificate of Incorporation with all amendments, if any, thereto; (iii) has the power and authority to own or lease its properties and assets, including the Project and the Land, and to carry on its business as now being conducted (and as now contemplated), and to borrow the proceeds of the Loan; and (iv) has the power to execute and perform all the undertakings of this Agreement and the other Loan Documents.

B. All necessary legal action has been taken to authorize the execution, delivery and performance of the Loan Documents by the Owner.

C. The Loan Documents have been duly executed and delivered by the Owner and constitute the valid and legally binding obligations of the Owner, enforceable against the Owner in accordance with their respective terms.

D. To the best of the Owner's knowledge after due and diligent inquiry, the execution and performance of this Agreement, the Loan Documents and other instruments required pursuant to this Agreement by the Owner (i) will not violate or, as applicable, have not violated, any provision of law, rule or regulations, any order of any court or other agency or government or any provision of any document to which the Owner is a party and (ii) will not violate or, as applicable, have not violated, any provision of any indenture, agreement or other instrument to which the Owner is a party, or result in the creation or imposition of any lien, charge or encumbrance of any nature other than the Permitted Encumbrances.

E. The Owner has, at the time of execution of this Agreement and subject only to such exceptions as have been disclosed in writing to the Agency and which will not materially interfere with or impact the beneficial use of the Project and Land for purposes of the Project, good and marketable title to fee simple interest in the premises constituting the Land and the Project free and clear of any lien or encumbrance (subject to Permitted Encumbrances and encumbrances created or contemplated pursuant to this Agreement).

F. There is, after due and diligent inquiry, no action, suit or proceeding at law or in equity or by or before any governmental instrumentality or other agency now pending, or, threatened against or affecting it, or any of its properties or rights, which, if adversely determined, would materially impair its right to carry on business substantially as now conducted, or as contemplated to be conducted under this Agreement, or would materially adversely affect its financial condition.

G. To the best of the Owner's knowledge after due and diligent inquiry, the operation of the Project in the manner presently contemplated and as described in this Agreement will not conflict

with any zoning, water or air pollution or other ordinance, order, law or regulation applicable thereto. The Owner has caused the Project to be designed in accordance with all applicable federal, State and local laws or ordinances (including rules and regulations) relating to zoning, building, safety and environmental quality and will proceed with due diligence to rehabilitate the Project pursuant to the Architectural Contract or the Construction Contract, as applicable.

Further, the Owner has received or shall obtain all necessary governmental approvals and building permits for construction, rehabilitation and operation of the Project in accordance with the plans and specifications and the Architectural Contract or Construction Contract, as applicable, and shall obtain in a timely manner any and all required extensions of governmental approvals, including, but not limited to, site plan approval.

H. The Owner has filed, caused to be filed by it, or shall file all federal, state and local tax returns which are required to be filed by it, if any, and has paid or caused to be paid all taxes as shown on said return or on any assessment received by it, to the extent that such taxes have become due.

I. To the best of the Owner's knowledge, after due and diligent inquiry, the Owner is not in default in the performance, observance or fulfillment of any of the obligations, covenants or conditions contained in any material agreement or instrument to which it is a party that may materially affect this Project.

J. The information contained in the Project description provided in the applications for the Loan is accurate in all material respects and does not contain any untrue statements of a material fact or omit to state a material fact necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading.

K. The Owner shall not during the term of this Agreement sell, transfer or exchange, the Project or the Land (or any part thereof or any interest therein) at any time except in accordance with the terms of the First Mortgage, this Agreement, the Act and the regulations promulgated pursuant to the Act, and unless such sale, transfer or exchange shall have been approved by the Agency. The Owner shall notify in writing and obtain the agreement in writing of any buyer or successor or other person acquiring the Project or Land or any interest therein, in a form acceptable to the Agency that such acquisition is subject to the requirements of this Agreement. This provision shall not act to waive any other restriction on such sale, transfer or exchange.

L. The Owner has not and will not execute any other agreement with provisions contradictory to, or in opposition to, the provisions hereof and the First Mortgage, and in any event, the requirements of this Agreement and the First Mortgage are paramount and controlling as to the rights and obligations herein and in the First Mortgage and such requirements shall supersede any other requirements in conflict herewith and therewith.

M. All statements contained in all applications, correspondence or other materials delivered to the Agency by the Owner in connection with its consideration of the Loan to the Owner or relating to the Project are materially true and correct.

N. The representations, covenants and warranties of the Owner contained in this Agreement on the date of its execution are true and shall continue to be true at all times during the term of this Agreement.

O. No event has occurred and no condition exists which constitutes an Event of Default under this Agreement or the First Mortgage or which, but for a requirement of notice or lapse of time, or both, would constitute such an Event of Default.

P. As of the date of this Agreement, the Architectural Contract and the Construction Contract are in full force and effect and no default has occurred thereunder, and a true copy of the entire Architectural Contract and the Construction Contract with all modifications and addenda to date has been filed with the Agency.

Section 5. Covenants to Run With the Land.

A. The Agency and the Owner hereby declare their understanding and intent that the burden of the covenants, reservations and restrictions set forth in this Agreement touch and concern the Land in that the Owner's legal interest in the Project and Land is rendered less valuable thereby. The Agency and the Owner hereby further declare their understanding and intent that the benefit of such covenants, reservations and restrictions touch and concern the Project and Land by enhancing and increasing the enjoyment and use of the Project and the Land by the tenants contemplated under this Agreement and by furthering the public purposes for which the First Mortgage Loan is made. The covenants, reservations and restrictions hereof shall apply uniformly to the entire Project and Land. Except as provided in subsection B below, the covenants, reservations and restrictions set forth herein shall be deemed covenants running with the Land and hereof and shall pass to and be binding upon the Owner's assigns and successors in title to the Land or Project. Each and every contract, deed or other instrument hereafter executed covering or conveying the Project and/or the Land or any portion thereof shall conclusively be held to have been executed, delivered and accepted subject to such covenants, reservations and restrictions, regardless of whether such covenants, reservations and restrictions are set forth in such contract, deed or other instruments. If a portion or portions of the Project and/or Land are conveyed, all of such covenants, reservations and restrictions shall run to each portion of the Project and/or Land.

B. Upon termination of this Agreement in accordance with Section 6 hereof, said covenants, reservations and restrictions shall expire and in such event, the Agency shall, at the expense of the Owner, execute any and all instruments reasonably required to evidence of record the satisfaction, cancellation and discharge of this Agreement.

Section 6. Term. This Agreement shall remain in full force and effect until the maturity date as stated in the Note.

Section 7. Construction of Project. The Owner covenants and agrees to comply with all the provisions of the Construction Contract. The Owner covenants and agrees to diligently pursue the construction/rehabilitation of the Project to completion in accordance with the plans and

specifications set forth in the Owner's application for the Loan, the Architectural Contract, the Construction Contract and as approved by the Agency.

The Owner shall not approve or allow to occur any material change in the scope of work or plans and specifications for the Project without the express approval of the Agency. Rehabilitation or construction shall at all times be subject to the discretionary inspection, discretionary review, regulation and approval of the Agency and its duly authorized representatives. Any such inspection, regulation, review or approval of the Agency shall be solely for its benefit for the purpose of assuring that the programs and goals of the Project are being fulfilled.

The Owner shall not knowingly do any act which would cause the release, in whole or in part, of the surety bond or bonds issued in connection with the Construction Contract, including, without limitation, deviation from the payment schedule, waiver of any material requirements imposed on the contractor or any subcontractor under the Construction Contract or consent to any major change in the in the scope of plans and specifications or scope of the work, unless such act would not cause any release because the surety has consented thereto.

Section 8. Rehabilitation or Construction and Funding.

A. Rehabilitation or Construction of Project

The Owner covenants and agrees to comply with all provisions of the Architectural Contract and the Construction Contract. The Owner covenants and agrees to diligently pursue the rehabilitation or construction of the Project to completion, time being of the essence, in accordance with the plans and specifications for the Project as approved by the Agency.

B. Funding:

Upon and subject to the terms and conditions of this Agreement, the First Mortgage and First Mortgage Note, the Agency agrees to advance and disburse the Principal Sum of \$428,835 only after the Agency has received and approved, subject to its sole discretion, all items required for closing in the Agency's Document Checklist for the SNHPLP and the satisfaction of the conditions set forth in the Commitment.

C. Conditions Precedent to Advance:

The Agency's obligations to make the other disbursements under the First Mortgage shall be subject to the satisfaction of the following conditions precedent, any of which may be waived in whole or part by the Agency.

1. Each of the Owner's covenants, agreements, representations and warranties contained in this Agreement shall continue to be true and shall not be breached.

2. The full amount of all previous advances shall have been expended for Land acquisition, Project costs approved by the Agency, and the discharge of any related lien(s).
3. All work performed and material furnished for the Project shall be in accordance with the plans and specifications for the Project and all work shall have been properly performed to the satisfaction of the Agency.
4. No event shall have occurred and no conditions shall exist that would prevent the advance from becoming a valid first mortgage lien on the Project and the Land or secured by a prior protected security interest on any other collateral mentioned in the First Mortgage. If the Agency shall deem it necessary or desirable, all or part of the advance may be disbursed in escrow to a title insurance company licensed to do business in the State of New Jersey for the purpose of discharging any construction or other lien on the Project and Land or any other security mentioned in the First Mortgage, and the Owner agrees to certify in writing that the foregoing conditions have been satisfied.

Section 9. Insurance; Condemnation. The Owner shall cause the buildings on the premises and the fixtures and articles of personal property covered by the First Mortgage to be insured against loss by fire and against loss by such other hazards as may be required by the Agency for the benefit of the Agency, including, but not by way of limitation, flood insurance if any part of the Project is located in an area designated by or on behalf of the federal government as having specific flood hazard. Such insurance shall be written by such companies in an amount not less than the full insurable value of the Project exclusive of excavations and foundations and in such forms as are satisfactory to the Agency. The Owner shall assign and deliver the policies to the Agency, and the Agency shall be mortgagee, loss payee and additional insured under such policies. Such policies shall provide that the insurer may not cancel the policy and will not refuse to renew the policy except after thirty (30) days written notice to the Agency. If the Agency shall not receive evidence satisfactory to it of the existence of effective insurance coverage as required by the Agency, the Agency may (but shall not be required to) obtain such coverage and the Owner shall reimburse the Agency on demand for any premiums paid for insurance procured by the Agency, and until so reimbursed the amount of such premiums shall be added to the principal sum of the First Mortgage and shall bear interest at the same rate as under the Note. Valid participation by the Owner in a blanket insurance program offered by or through the Agency or approved by the Agency shall be satisfactory evidence of the required insurance for each type or class of coverage.

In the event of substantial damage to the Project by the occurrence of an insured casualty or the taking of a substantial portion of the Project by condemnation, if, in the sole judgment of the Agency (which judgment shall be conclusive): (a) the Project can be replaced or restored in whole or in part, and (b) the Project as so replaced will produce sufficient income to meet the obligations of the Owner under the Loan Documents, the proceeds of insurance or condemnation, together with any other money available for such purpose, if sufficient, shall be made available to the Owner, subject to the approval of the Agency. To the extent the Project is not replaced or restored, the balance of such proceeds shall be applied to the indebtedness secured thereby. Nothing in this Section shall

affect the lien of this Agreement and the obligation of the Owner under the Loan Documents to pay the entire balance of the Loan.

The Owner shall maintain continuously in effect such other insurance coverage of the types and in the amounts specified by the Agency, including workers' compensation insurance and other insurance required by law with respect to employees of the Owner, and liability insurance with limits of not less than \$1,000,000 per accident or occurrence on account of personal injury, including death resulting therefrom, and \$1,000,000 per accident or occurrence on account of damage to the property of others and a blanket excess liability policy in an amount acceptable to the Agency, protecting the Owner and the Agency against any loss or liability or damage for personal injury or property damage with respect to the Project. Owner shall also maintain Business Income insurance covering the loss of revenues derived from the Project by reason of interruption, total or partial, of the use of the Project resulting from loss or physical damage thereto in an amount equal to 100% of the anticipated gross rental income for one (1) year at full occupancy with no coinsurance penalty. The Owner shall carry fidelity bond insurance covering all employees of the Owner authorized to handle the revenues derived from the Project in an amount equal to one-half times the maximum monthly rent roll.

Section 10. Taxes or Payments in Lieu of Taxes. The Owner covenants and agrees to pay any valid municipal taxes or payments in lieu of taxes, charges, assessments, water charges and/or sewer charges, and in default thereof, the Agency may pay the same. Any such sum or sums so paid by the Agency shall be added to the principal sum secured by the First Mortgage, as determined by the Agency, and shall bear interest at the same rate as under the Note. If the Project is subject to a payments in lieu of taxes agreement with the municipality, the Owner shall not terminate or materially amend such agreement without the prior written approval of the Agency.

Section 11. Liens and Encumbrances. The Owner covenants and agrees to maintain its right, title and interest in the Project, Land and all items enumerated in the Loan Documents, as security for repayment of the Mortgage Loan, free and clear of all liens, security interests and other encumbrances except for Permitted Encumbrances and those exceptions identified and set forth in a certain title insurance commitment issued to the Agency by Chicago Title Company, LLC, dated March 3, 2016 and identified as Title Number 2016-00099, continued to the date of this Agreement, as accepted by the Agency. The foregoing covenant and agreement shall not prevent the Owner from leasing or renting the Project or Land in the manner as otherwise provided in this Agreement. Except with the written consent of the Agency, the Owner will not install any item of tangible personal property as part of the fixtures or furnishings of the Project that is subject to a purchase money lien or security interest.

The Agency may, at its sole option, pay the amount necessary to discharge any lien or other encumbrance, and the Owner shall reimburse the Agency upon demand for any amounts so paid. Until reimbursement of the Agency of any amounts so paid, such amount shall be added to the principal sum of the First Mortgage Note and shall bear interest at the same rate as under the Note.

The Owner covenants and agrees not to sell, lease or otherwise encumber the Project or the Land, or any part thereof, or the rents or revenues thereof without prior written consent of the

Agency, except by leasing to eligible residential tenants as provided by the First Mortgage and this Agreement.

Section 12. Maintenance, Repair and Replacement. The Owner covenants and agrees to maintain the Project and the housing units contained therein and the appurtenant equipment and grounds in good repair and condition so as to provide decent, safe and sanitary housing accommodations.

Following completion of construction, the Owner will not make any substantial alteration in the Project without the consent of the Agency, nor will the Owner permit the removal of any fixtures or articles of personal property except in connection with the replacement thereof with appropriate property of at least equal value and free of all liens or claims.

The Owner will not permit any waste with respect to the Project or any of its real or personal property without the consent of the Agency, or make any alteration which will increase the hazard of fire or other casualty.

Section 13. Advance Amortization Payments. The Note is pre-payable at any time without a prepayment penalty. However, upon prepayment of the Note, this Agreement will remain in full force and effect until the maturity date set forth in the Note.

Section 14. Compliance with the Program, the Act, the Guidelines, Agency's Regulations and Any Federal or State Subsidy Source. The Owner covenants and agrees to comply with the Program, the Act, the Guidelines and any regulations promulgated pursuant thereto, and with any amendments or supplements to the Program, the Act, the Guidelines or regulations. Throughout the term of this Agreement, the Owner further covenants and agrees to comply with any and all requirements imposed upon it as a condition of any federal or State grant, subsidy or loan.

Section 15. Use of Project - Leasing. Except as otherwise expressly provided in Sections 2 and 3 of this Agreement or as otherwise agreed to in writing by the Agency, and except for facilities approved by the Agency as normally appurtenant to residential projects for non-transients (such as laundry facilities), the Project shall be used solely to provide housing for the residential population and the facilities and the amenities as described in Section 3 hereof, all as approved in the Commitment.

Section 16. Consideration for Lease or Intake and/or Occupancy Agreement. The Owner covenants and agrees not to require as a condition of the occupancy of any dwelling unit in the Project and not to accept or allow any employee or agent to accept any consideration other than the prepayment of the first month's rent or allowable intake and/or occupancy agreement charges, plus a security deposit not in excess of one (1) month's rent or allowable intake and/or occupancy agreement charges to guarantee the performance of the covenants of the lease or intake and/or occupancy agreement.

Section 17. Security Deposit. The Owner covenants and agrees to deposit all moneys, if

any, paid to the Owner by any resident as a security deposit for the payment of rent or other allowable intake and/or occupancy charges under any use and occupancy agreement and/or lease in a separate interest-bearing bank account held and maintained in accordance with applicable law.

Section 18. Account for Project Revenues/Operating Account. The Owner covenants and agrees to establish an account for Project Revenues specific to the Project. "Project Revenues" shall mean all rents, intake, occupancy and other revenues of any type whatsoever received in respect of the Project or the Owner, except for Loan disbursements. Project Revenues shall be deposited in such account and all operating expenses should be paid from this account.

Section 19. Inspection of Premises. The Owner covenants and agrees to permit the Agency, its agents or representatives, to inspect the Project at any and all reasonable times with or without notice, pursuant to the provisions of the Act and/or the Guidelines.

Section 20. Books and Records. The Owner covenants and agrees to maintain adequate books and records of its transactions with respect to the Project in the Owner's standard form. Such books and records shall be available for inspection and audit by the Agency or its agents at any time during business hours, with notice, pursuant to the provisions of the Act and/or the Guidelines. The Owner further covenants and agrees to cause the financial affairs with respect to the Project to be audited by independent certified public accountants and shall furnish the Agency with its audit report of such accountants as may from time to time be required by the Agency.

The Owner shall furnish to the Agency such other information and reports respecting the Project as may from time to time be required by the Agency.

Section 21. Management Contract. The Owner may, and if the Agency so elects, shall contract for the services of a firm experienced in real estate management to act as the managing agent for the Project. The selection of any such managing agent, the scope of the agent's duties and the basis of the agent's compensation shall be the subject of a consultation between the Agency and the Owner and any contract for the employment of any managing agent shall provide that such contract may be terminated by the Agency at any time by notice of such determination by the Agency given to the Owner and managing agent.

Section 22. Prohibited Actions. Except with the express approval of the Agency, which approval shall not be unreasonably withheld, the Owner shall not with Project Revenues (as defined in Section 18 hereof), or Loan disbursements:

- A. incur any liabilities, except in connection with the acquisition, rehabilitation or construction and rental of the Project and its operation and maintenance;
- B. engage in any business activity except the ownership and operation of the Project;
- C. enter into contracts for managers, attorneys, accountants or other services without the prior written approval of the Agency;

- D. pay more than fair market value thereof for goods or services; and
- E. pay compensation to any officer, director or partner in such capacity or make any cash distribution to any of the foregoing.

Section 23. Transfers of Ownership Interests. The Owner shall not transfer or sell any interest in the Project, except to another SNHPLP-eligible applicant as set forth in the Guidelines and upon prior written notice to the Agency, or as the Executive Director of the Agency may approve.

Section 24. Statutory Powers and Restrictions. The First Mortgage shall be subject to the restrictions in the Act, and in connection therewith, the Agency shall have the powers set forth in the Act and/or the Guidelines and the regulations now or hereafter promulgated pursuant to the Act, and the Owner hereby consents to such restrictions and agrees to be bound thereby. Such powers and restrictions shall be in addition to and not in limitation of the rights of the Agency expressly set forth in this Agreement.

Section 25. Accounting in Event of Default; Estoppel. Upon the occurrence of an Event of Default and within ten (10) business days of demand therefor by the Agency, and otherwise within ten (10) business days of written demand by the Agency, the Owner will furnish to the Agency in writing a statement of the principal sum remaining due on the Loan, together with a statement of any known defenses which may exist as to any liability of the Owner on the Note or otherwise thereunder.

Section 26. Financing Statements. The Owner hereby irrevocably authorizes the Agency to execute, if applicable, and file on its behalf one or more financing statements or renewals thereof in respect to any of the security interests granted by the First Mortgage.

Section 27. Assignment by Agency. The Owner hereby consents to any assignment of this Agreement by the Agency.

Section 28. Defaults. Each of the following shall be an Event of Default:

- A. failure by the Owner to pay more than thirty (30) calendar days after the due date any installment of principal or interest on the Loan or any other payment required by the Owner to the Agency or any other person pursuant to the terms of this Agreement, the First Mortgage or the other Loan Documents;
- B. commission by the Owner of any act prohibited by the terms of this Agreement, the First Mortgage or any other Loan Document; failure by the Owner to perform or observe in a timely fashion any action or covenant required by any of the terms of this Agreement, the First Mortgage or any other Loan Document, or failure by the Owner to produce satisfactory evidence of compliance therewith;

- C. the filing by the Owner under any federal or state bankruptcy or insolvency law or other similar law of any petition in bankruptcy or for reorganization or composition with creditors or the making of an assignment for the benefit of creditors;
- D. the filing against the Owner of a petition seeking its adjudication as a bankrupt or the appointment of a receiver for the benefit of its creditors which shall not have been dismissed within sixty (60) days of the filing thereof, or the adjudication of the Owner as a bankrupt or the appointment of a receiver for the benefit of its creditors; or the appointment by court order of a custodian (such as a receiver, liquidator or trustee) of the Owner or of any of its property or the taking of possession of the Owner or any of its property for the benefit of its creditors and such order remains in effect or such possession continues for more than sixty (60) days;
- E. the occurrence of substantial destruction of the Project by an uninsured casualty or the inability to replace or restore the Project in accordance with Section 9; or failure to maintain insurance that fully complies with the Agency insurance requirements set forth at Section 9;
- F. any representation in conjunction with the Loan and the Project by or on behalf of the Owner that is knowingly false or misleading in any respect or warranty of the Owner that is breached;
- G. any breach by the Owner of its obligations or any failure to observe its covenants under this Agreement, and the other Loan Documents;
- H. failure to complete the Project as approved by the Agency; and
- I. failure to comply with the Guidelines, as may be amended from time to time.

The events set forth in the subsections B and G of this Section shall not constitute Events of Default until the prohibited acts, failure to perform or observe, or breaches shall remain uncured for a period of thirty (30) calendar days after the Agency's written notice to the Owner, specifying such prohibited act, failure or breach and requiring that it be remedied, unless the Agency shall agree in writing to an extension of such time prior to its expiration; provided, however, that after the Project Construction Period only, if the prohibited act, failure, or breach stated in each notice is correctable, but cannot be corrected within the 30-day period, the Agency may not unreasonably withhold its consent to an extension of up to 120 days from the delivery of the written notice referred to herein if corrective action is instituted by the Owner within the initial 30-day period and diligently pursued. The Agency will send, simultaneously with sending to the Owner any notices under B and G of this Section, a copy of the aforementioned notices to the Owner's investor limited partner or member, if any; and to the extent such Event of Default is curable, a cure tendered in full pursuant to the terms and conditions of this Agreement and the other Loan Documents by any investor limited partner or member of Owner shall be honored by the Agency.

Section 29. Remedies. Upon the occurrence of any Event of Default, the Agency may at its option take any one or more of the following actions or remedies. No failure to exercise any remedy or take any action enumerated shall constitute a waiver of such right or preclude a subsequent exercise by the Agency of any such remedy:

- A. declare the entire principal sum of the First Mortgage together with any interest and all other liabilities of the Owner under the Note and the other Loan Documents to be immediately due and payable;
- B. cease making disbursements to the Owner of any funds under the Loan or from reserves held by the Agency;
- C. apply any reserves held by the Agency or the balance in the accounts for Project disbursements and revenues, or any combination of these monies, to the payment of the Owner's liabilities hereunder;
- D. foreclose the lien of the First Mortgage on the Project and Land or a portion thereof, including, without limitation, all Improvements existing or hereafter placed in or on the Project and Land. In any action to foreclose, the Agency shall be entitled to the appointment of a receiver of the rents (which shall include all applicable intake and/or occupancy charges) and profits of the Project as a matter of right and without notice, with power to collect the rents, uses and profits of said Project, due and becoming due during the pendency of such foreclosure suit, such rents and profits being hereby expressly assigned and pledged as additional security for the payment of the indebtedness secured by the First Mortgage without regard to the value of the Project or the solvency of any person or persons liable for payment of the mortgaged indebtedness. The Owner for itself and any such subsequent owner hereby waives any and all defenses to the application for a receiver as above and hereby specifically consents to such appointment without notice, but nothing herein contained is to be construed to deprive the holder of the First Mortgage of any other right, remedy or privilege it may now have under the law to have a receiver appointed. The provisions for the appointment of a receiver of the rents and profits and the assignment of such rents and profits, is made an express condition upon which the Loan hereby secured are made. Upon such foreclosure the Agency shall have the right to have a receiver appointed for the Project and the rents from the Project;
- E. pursuant to its rights under the Act, remove the Project managing agent(s) and/or service providers after consultation with the Owner, or, if the Agency, after consultation with the Owner, decides it is in the best interest of the Project and its tenants and/or residents, the Owner shall deed the Project and Land to the Agency;
- F. take possession of the Project and Land or a portion thereof;
- G. without judicial process, collect all rents, use and occupancy fees and other revenue including federal and State subsidies as the agent of the Owner (which upon the

occurrence of any Event of Default the Agency is deemed to have been irrevocably appointed by the Owner), and apply the same at the Agency's option either to the operation and maintenance of the Project or to the liabilities of the Owner under the Mortgage;

- H. act as landlord of the Project and rent or lease the same on any terms approved by it, or dispossess by summary proceedings or other available means any tenant defaulting under the terms of the lease of a dwelling unit;
- I. take possession of equipment, appliances or other tangible personal property in which a security interest has been granted by this Agreement or the First Mortgage and dispose of the same in any commercially reasonable manner. The Agency shall have the option to dispose of any such equipment and personal property either separately from the Project and Land or in conjunction with a sale of the Project and Land, and the Owner agrees that either method of disposition shall be commercially reasonable;
- J. make effective an assignment of the Architectural Contract and/or Construction Contract by the Owner to the Agency, in which event the Agency is specifically empowered by the Owner to exercise any and all rights of the Owner under the Architectural Contract and/or Construction Contract, and at the option of the Agency to proceed with the rehabilitation or construction of the Project, in which event all payments by the Owner made with respect to the Architectural Contract and/or Construction Contract shall be treated as disbursements on the Loan;
- K. sue the Owner for a mandatory injunction or other equitable relief requiring performance by the Owner of any of its obligations under this Agreement or the First Mortgage or the other Loan Documents. The Owner agrees with the Agency that the Agency's remedy at law for the violation or nonperformance of the Owner's obligations under the First Mortgage or this Agreement or the other Loan Documents is not adequate by reason, among other things, of the Agency's public purpose to provide adequate, safe and sanitary dwelling units Low-Income Tenants;
- L. after consultation with the Owner, sue under the Architectural Contract and/or Construction Contract or on a warranty to recover any amount payable to the Owner pursuant to the Architectural Contract and/or Construction Contract or payable to the Owner pursuant to any such warranty and to settle any such claim or liability and release the same and apply the proceeds of any such suit, settlement or release to the liabilities of the Owner under this Agreement or the First Mortgage;
- M. if the Owner commits a breach or threatens to commit a breach of any of the provisions of the Mortgage or other Loan Documents, the Agency shall have the right, without posting bond or other security, to seek injunctive relief or specific performance, it being acknowledged and agreed that any such breach, or threatened

breach, will cause irreparable injury to the Agency and that money damages will not provide an adequate remedy;

- N. to undertake reasonable maintenance and make reasonable repairs to the Project and to add the cost thereof to the principal sum of the First Mortgage; and/or
- O. notwithstanding the above enumeration of remedies, the Agency shall have available to it all other remedies provided at law or in equity or any other action permitted by law subject to the provisions of Section 37 of this Agreement.

Section 30. Expenses Due to Default. All expenses (including reasonable attorneys' fees and costs and allowances) incurred in connection with an action to foreclose the First Mortgage or in exercising any other remedy provided by the First Mortgage or this Agreement or the other Loan Documents, including the curing of any Event of Default, shall be paid by the Owner, together with interest at the then current rate being received by the Agency on its investments as determined in good faith by the Agency. Any such sum or sums and the interest thereon shall be a further lien on the Project, Land and Improvements, and shall be secured by this Agreement and the First Mortgage.

Section 31. Burden and Benefit. The Agency and the Owner hereby declare their understanding and intent that the burden of the covenants set forth herein touch and concern the Land in that the Owner's legal interest in the Land and the Project is rendered less valuable thereby. The Agency and the Owner hereby further declare their understanding and intent that the benefit of such covenants touch and concern the Land by enhancing and increasing the enjoyment and use of the Land and the Project as permanent supportive housing for the residential population described in Section 3 of this Agreement.

Section 32. Uniformity; Common Plan. The covenants, reservations and restrictions hereof shall apply uniformly to the entire Project and Land.

Section 33. Remedies; Enforceability. The provisions hereof are imposed upon and made applicable to the Land and shall run with the Land and shall be enforceable against the Owner or any other person or entity that has or had an ownership interest in the Project at the time of such violation or attempted violation. No delay in enforcing the provisions hereof as to any breach or violation shall impair, damage or waive the right of any party entitled to enforce the provisions hereof or to obtain relief against or recover for the continuation or repetition of such breach or violation or any similar breach or violation hereof at any later time or times.

Section 34. Amendments; Notices; Waivers. This Agreement and the First Mortgage may be amended only by an instrument in writing executed and acknowledged on behalf of the Agency and the Owner in such manner that the instrument may be recorded.

No waiver by the Agency in any particular instance of any Event of Default or required performance by the Owner and no course of conduct of the parties or failure by the Agency to enforce or insist upon performance of any of the obligations of the Owner under this Agreement, the First Mortgage, or under the other Loan Documents at any time shall preclude enforcement of any of

the terms of this Agreement, the First Mortgage, the First Mortgage Note, or the other Loan Documents thereafter.

Any provisions of this Agreement, the First Mortgage or other Loan Documents requiring the consent or approval of the Agency for the taking of any action or the omission of any action requires such consent by the Agency in writing signed by a duly authorized officer of the Agency. Any such consent or approval, unless it expressly states otherwise, is limited to the particular action or omission referred to therein and does not apply to subsequent similar actions or omissions.

Notice provided for under this Agreement shall be given in writing signed by a duly authorized officer and any notice required to be given hereunder shall be given by recognized private carrier with acknowledgment of delivery, or by confirmed facsimile with a hard copy sent by certified mail, return receipt requested, or by certified or registered mail, postage prepaid, return receipt requested, at the addresses specified below, or at such other addresses as may be specified in writing by the parties hereto.

Agency: Executive Director
New Jersey Housing and Mortgage Finance Agency
637 South Clinton Avenue, CN 18550
Trenton, NJ 08650-2085

Owner: Mobility Special Care Housing, Inc.
958 Adelpia Road
Freehold, NJ 07710
Attn: Jeffrey Wolf, President

Owner's Attorney: Evan N. Pickus, Esq.
802 Ryder Lane
East Brunswick, NJ 08816

All notices shall be deemed given when received.

Section 35. Severability. The invalidity of any part or provision hereof shall not affect the validity, legality and enforceability of the remaining portions hereof, and to this end the provisions of this Agreement shall be severable.

Section 36. Successors and Assigns. This Agreement and all rights, duties, obligations and interests arising hereunder shall bind and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and permitted assigns.

Section 37. Personal Liability. Notwithstanding any other provision contained in this Agreement, the other Loan Documents or any other document or instrument executed by the Owner in connection herewith or therewith, the Agency agrees, on behalf of itself and any future holder of the Note, that the liability of the Owner, any general or limited partner, trustee, director, officer, agent, representative, member or shareholder or the Borrower, and their respective heirs,

representatives, successors and assigns for the payment of its obligations hereunder and under the other Loan Documents, including, without limitation, the payment of principal, interest and other charges due hereunder and thereunder, shall be limited to the collateral pledged under the First Mortgage and the other Loan Documents, and that the Agency shall have no right to seek a personal judgment against the Owner, any general or limited partner, trustee, director, officer, agent, representative, member or shareholder or the Borrower, and their its respective heirs, representatives, successors and assigns individually, except to the extent necessary to subject the collateral (including the Project and Land) pledged under the First Mortgage and the other Loan Documents to the satisfaction of the First Mortgage debt, and provided, however, that the Agency shall retain the right to exercise any and all remedies granted to it under the First Mortgage, this Agreement and the other Loan Documents including, without limitation, the right to sue for injunctive or other equitable relief. The foregoing limitation of liability shall not apply to any party to the extent such party has committed fraudulent, criminal or other unlawful acts or omissions with regard to the Project or the Land and shall not apply to such amounts due to the Lender pursuant to Sections 9, 10, 11, 12 and 30 of this Agreement.

Section 38. Counterparts. This Agreement may be executed in multiple counterparts, all of which shall constitute one and the same instrument, and each of which shall be deemed to be an original.

Section 39. Disclaimer of Warranties, Liability; Indemnification/Defense.

A. The Owner acknowledges and agrees that (i) the Agency has not heretofore and does not make any warranty or representation, either express or implied, as to the value, condition, or fitness for particular purposes of the Project or any portions thereof or any other warranty or representation with respect thereto; (ii) in no event shall the Agency and its members, directors, officers, agents, servants and employees be liable or responsible for any incidental, indirect, special or consequential damages in connection with or arising out of this Agreement or any of the other Loan Documents or the development of the Project or the existence, functioning or use of the Project or any items or services provided for in this Agreement or the other Loan Documents; and (iii) during the term of this Agreement and the other Loan Documents and to the fullest extent permitted by law, the Owner shall indemnify, defend and hold the Agency harmless against, and the Owner shall pay, any and all liability, loss, cost, damage, claims, judgments or expenses of any and all kinds or nature and however arising (including reasonable attorneys' fees), imposed by law, which the Owner and/or the Agency may sustain, be subject to, or caused or incurred by reason of any claim, suit or action based upon personal injury, death or damage to property or any other damage or loss sustained, whether real, personal or mixed, or upon or arising out of contracts entered into by the Owner, or arising out of the Owner's acquisition, construction, rehabilitation, reconstruction, repair, improvement, ownership, operation, management or maintenance of the Project or Land.

B. It is mutually agreed by the Owner and the Agency that the Agency and its members, directors, officers, agents, servants and employees shall not be liable for any action performed under this Agreement, and that the Owner shall hold them harmless, indemnify and defend them from any claim or suit of whatever nature.

C. Any claims asserted against the Agency shall be subject to the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1 et seq. While this statute may not be applicable by its terms to claims arising under contracts with the Agency, the Owner agrees that it shall be applicable to claims arising under the Loan Documents. It is acknowledged by the parties that the Agency is a public entity covered by the provisions of the New Jersey Tort Claims Act, N.J.S.A. 59:1-1 et seq.

Section 40. Recording. This Agreement shall be duly recorded in the Office of the Clerk for the county in which the Land is located within ten (10) days following its execution.

Section 41. Governing Law. This Agreement shall be governed by the laws of the State of New Jersey. The parties agree that any cause of action that may arise under this Agreement or the Loan Documents shall have jurisdiction and venue only in the Courts of the State of New Jersey in and for the County of Mercer.

Section 42. Further Requirements as to Project. The Owner covenants, represents, and warrants, that occupancy of the Project shall be further restricted to provide supportive housing for the residential population specified in the Commitment and Section 3 hereof.

The Owner further covenants, represents and warrants that it shall provide specialized supportive services to the tenants of the Project. The supportive services provided on-site will include, but not be limited to: individual-centered services designed to meet the needs for care, treatment, training and habilitation, which recognizes each resident's needs and wishes, training and support to maintain and further enhance skills with emphasis on developing skills that will allow them to be self-sufficient, and one-on-one training in the goals listed in their Individualized Habilitation Plans, all as specified in the Commitment. Service delivery for all of the on-site support services will remain consistent for the entire length of stay. Transportation will be provided, when needed, by the project for regularly scheduled grocery shopping trips, and as needed for medical visits, outside program participation and recreation.

Failure by the Owner to comply with the above shall constitute an Event of Default, upon which the Agency may at its option take any one or more of the actions or remedies in Section 29 hereof.

Section 43. Equal Opportunity and Non-Discrimination. The Owner covenants and agrees that it will comply with the Agency's guidelines with respect to equal opportunity and non-discrimination in its purchase of goods and services for the operation and maintenance of the Project throughout the term of this Agreement.

Section 44. Owner's Default Under Financing Documents.

A. Upon the occurrence of an Event of Default set forth in this Agreement or in the event of a violation by the Owner of the terms of any agreement between the Agency and the Owner, or in the event of a violation of the rules and regulations of the Agency or in the event that the Agency shall reasonably and in good faith determine that the Loans are in jeopardy of not being repaid, the

Agency shall have the right to manage the affairs of the Owner as such affairs relate to the Project or to name a designee to manage the same.

B. The delegation of authority to the Agency shall terminate upon the curing, to the satisfaction of the Agency, of the event giving rise to the delegation.

C. The Agency and its members, designees, agents, officers, or employees shall not be personally responsible for the debts, obligations or liabilities of the Owner.

D. The admission and delegation to the Agency or its designee shall last only for a period coexistent with the duration of the event giving rise to the action hereunder or until the Agency determines in its sole discretion that such an event or one of similar nature will not reoccur.

E. The Agency or its designee shall serve without compensation, but shall be entitled to be reimbursed for all necessary expenses incurred in discharge of its duties as determined by the Agency.

F. The primary function of the Agency or its designee is to protect the interest of the Agency's Loan and the Low-Income Tenants of the Project and, in the absence of fraud or bad faith, the Agency or its designee shall not be liable for damages to the Owner or any partner, member or stockholder thereof.

G. This Agreement and the admission of and delegation to the Agency shall not be construed as to cause a merger between any of the Loan Documents and the title to the Project.

H. The rights and remedies granted to the Agency under this Agreement are not intended to limit in any way its rights and powers under Section 7(b)(6) of the Act.

Section 45. Applicability and Conflict of Terms and Conditions. The terms and conditions of this Agreement are applicable for the entire term of this Agreement (as set forth in Section 6 hereof) unless otherwise set forth in this Agreement. In the event of any conflict or inconsistency between the terms and conditions of any of the Loan Documents (including this Agreement), the terms and conditions of this Agreement shall prevail. Notwithstanding the foregoing, the Owner agrees that the Agency may render a decision concerning the intent and/or applicability of any term or condition of the Loan Documents, which decision shall be final and binding, unless such decision is found to be arbitrary or capricious by a court of competent jurisdiction.

Section 46. Miscellaneous. Unless the context clearly requires otherwise, as used in this Agreement, words of the masculine, feminine or neuter gender shall be construed to include any other gender when appropriate and words of the singular number shall be construed to include the plural number, and vice-versa, when appropriate. This Agreement and all the terms and provisions thereof shall be construed to effectuate the purposes set forth herein and to sustain the validity hereof.


The titles and headings of the sections of this Agreement have been inserted for convenience of reference only, and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof or be considered or given any effect in construing this Agreement or any provisions hereof or in ascertaining intent, if any question of intent shall arise.

THIS SECTION INTENTIONALLY LEFT BLANK

Not Certified Copy

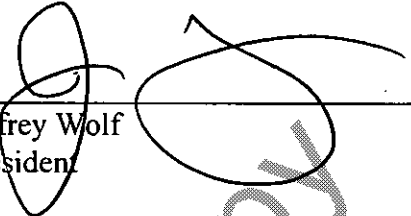
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

WITNESS/ATTEST



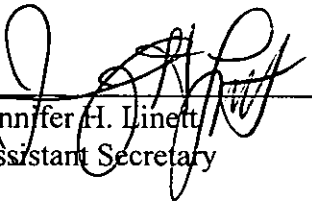
Evan N. Pickus, Esq.

Owner:
MOBILITY SPECIAL CARE HOUSING, INC.

By: 


Jeffrey Wolf
President

WITNESS/ATTEST




Jennifer H. Linetti
Assistant Secretary

Lender:
NEW JERSEY HOUSING AND
MORTGAGE FINANCE AGENCY

By: 

James E. Robertson
Chief of Legal and Regulatory Affairs


This document has been reviewed and approved as to form.
Christopher S. Porrino
Attorney General of the State of New Jersey

By: 

Robert M. Purcell
Deputy Attorney General

STATE OF NEW JERSEY)
) SS:
COUNTY OF MERCER)

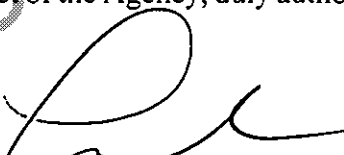
I CERTIFY that on August 11, 2016, Jeffrey Wolf personally came before me, the subscriber, an Attorney at Law of the State of New Jersey, and acknowledged under oath, to my satisfaction that (a) he is the President of Mobility Special Care Housing, Inc., the corporation named in this document; and (b) he executed and delivered this document as the voluntary act of the corporation duly authorized by the corporation.



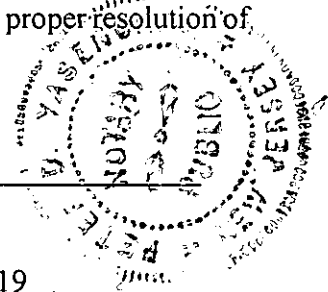
Evan N. Pickus
Attorney at Law of New Jersey

STATE OF NEW JERSEY, COUNTY OF MERCER SS:

I CERTIFY that on August 8, 2016, **JAMES E. ROBERTSON** personally came before me, a Notary Public of the State of New Jersey, and acknowledged under oath to my satisfaction that a) he is the **Chief of Legal and Regulatory Affairs** of **NEW JERSEY HOUSING AND MORTGAGE FINANCE AGENCY**, the Agency named in this document, and b) he executed and delivered this document as the voluntary act of the Agency, duly authorized by a proper resolution of its members, on behalf of the Agency.



Peter D. Yasenchak
Notary Public, State of New Jersey
My Commission Expires January 29, 2019



Not Certified Copy

Issued By:

SCHEDULE A



CHICAGO TITLE INSURANCE COMPANY

2 UNIVERSITY PLAZA, SUITE 206, HACKENSACK NJ 07601 PHONE: 201-489-5000 FAX: 201-489-5336

**Your Ref: Fett-Mobility Special Care
Housing**

**LEGAL DESCRIPTON
EXHIBIT "A"**

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE TOWNSHIP OF MARLBORO, COUNTY OF MONMOUTH, AND STATE OF NEW JERSEY, AND IS DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE EASTERLY LINE OF EAST FRANCES AVENUE, 50.00 FEET WIDE, SAID POINT BEING THE EASTERLY TERMINUS OF A 20.00 FOOT RADIUS ARC CONNECTING THE NORTHERLY LINE OF ROBERTSVILLE ROAD, 50.00 FEET WIDE, WITH THE EASTERLY LINE OF EAST FRANCES AVENUE, AND RUNNING; THENCE

(1) ALONG THE EASTERLY LINE OF EAST FRANCES AVENUE, NORTH 27 DEGREES 17 MINUTES EAST, A DISTANCE OF 180.00 FEET TO A POINT; THENCE

(2) SOUTH 62 DEGREES 43 MINUTES EAST, A DISTANCE OF 120.00 FEET TO A POINT; THENCE

(3) SOUTH 27 DEGREES 17 MINUTES WEST, A DISTANCE OF 200.00 FEET TO A POINT IN THE NORTHERLY LINE OF ROBERTSVILLE ROAD; THENCE

(4) ALONG THE NORTHERLY LINE OF ROBERTSVILLE ROAD, NORTH 62 DEGREES 43 MINUTES WEST, A DISTANCE OF 100.00 FEET TO A POINT; THENCE

(5) ALONG SAME; AND ALONG AN ARC HAVING A RADIUS OF 20.00 FEET AND CURVING TO THE RIGHT, A DISTANCE OF 31.42 FEET TO THE POINT AND PLACE OF BEGINNING.

BEING KNOWN AND DESIGNATED AS LOT 1, AS SHOWN ON A CERTAIN MAP ENTITLED, "MAP OF MARLIN ESTATES, SECTION 1, MARLBORO TOWNSHIP, MONMOUTH COUNTY, N.J.," SAID MAP DULY FILED IN THE MONMOUTH COUNTY CLERK'S OFFICE ON OCTOBER 1, 1956 AS MAP #CASE 54-25.

BEING ALSO KNOWN AS (REPORTED FOR INFORMATIONAL PURPOSES ONLY):

Block 176, Lot 102 on the official tax map of the Township of Marlboro, County of Monmouth, State of New Jersey

NOV 05 2012



000T6R

11438

26

Record and Return to:

Aida Luz Silva
New Jersey Housing and Mortgage
Finance Agency
637 South Clinton Avenue
P.O. Box 18550
Trenton, New Jersey 08650-2085

Pickus & Landsberg *RTP*
802 Ryders Lane *697*
East Brunswick, NJ 08816

8 Center Street,
HMFA #2781
SNHPLP # 23

FINANCING, DEED RESTRICTION AND REGULATORY AGREEMENT

between

NEW JERSEY HOUSING AND MORTGAGE FINANCE AGENCY

and

Mobility Special Care Housing, Inc.

Prepared by:

Robert Purcell
Deputy Attorney General

Construction and Permanent Financing
Special Needs Housing
Partnership Loan Program

(Revised June 4, 2012)

M CLAIRE FRENCH, CTY CLK
MONMOUTH COUNTY, NJ
INSTRUMENT NUMBER
2012118005
RECORDED ON
NOV 07, 2012
1:55:50 PM
BOOK: 08-8979
PAGE: 7221
Total Pages: 26
COUNTY RECORDING \$280.00
FEES
TOTAL PAID \$280.00

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THIS FINANCING, DEED RESTRICTION AND REGULATORY AGREEMENT (this "Agreement"), made and entered into as of this 26th day of October, 2012 by and between the **NEW JERSEY HOUSING AND MORTGAGE FINANCE AGENCY** (the "Agency" or "Lender"), a body politic and corporate and an instrumentality exercising public and essential governmental functions of the State of New Jersey and **Mobility Special Care Housing, Inc.** ("Owner" or "Borrower"), a non-profit corporation organized and existing pursuant to the laws of the State of New Jersey and duly authorized to transact business in the State of New Jersey.

WITNESSETH

In consideration of the mutual covenants and undertakings set forth herein, and other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, the Agency and the Owner hereby agree as follows:

Section 1. Definitions and Interpretation. The following terms shall have the respective meanings set forth below:

"Act" means the New Jersey Housing and Mortgage Finance Agency Law of 1983, as amended from time to time, P.L. 1983, c. 530, N.J.S.A. 55:14K-1 et seq., and the regulations promulgated thereunder, as amended from time to time.

"Architectural Contract" means the agreement by and between the Owner and A. Ondar Design Architecture (the "Architect") dated September 27, 2012, for the construction or rehabilitation of the Project in accordance with the plans and specifications for the Project.

"Assignment of Leases" means the Assignment of Leases by and between the Owner and Lender of even date herewith.

"Commitment" means, collectively, the commitment approval letter signed by the Executive Director of the Agency dated October 3, 2012, and the financing commitment approval recommendations of the Special Needs Housing Partnership Loan Program loan committee members in the request for consideration dated August 30, 2012, together with all amendments thereto.

"Construction Contract" means the agreement between the Owner and Deerwoode Homes, LLC dated September 30, 2012, or any other agreement executed by the Owner and approved by the Agency, for the construction or rehabilitation of the Project in accordance with the plans and specifications for the Project approved by the Agency.

"Construction Period" means the period of time as defined in the Construction Contract.

"Day" or "Days" whether or not the word is a capitalized term, shall mean calendar day or day(s) unless otherwise specified.

"DCA" means the State of New Jersey, Department of Community Affairs.

"DDD" means the Division of Developmental Disabilities within the DHS.

"DHS" means the State of New Jersey, Department of Human Services.

"Event of Default" means any of the events set forth in Section 28 of this Agreement.

"First Mortgage" or **"Mortgage"** means the first mortgage and security agreement of even date herewith that will constitute a first lien on a fee simple interest in the Project and Land, given by the Owner to the Agency to secure the First Mortgage Loan.

"First Mortgage Loan" or **"Loan"** means the loan made to the Owner by the Agency to finance a portion of the cost of the development, rehabilitation and/or construction of the Project that will be located on the real property described in Schedule A attached hereto, as evidenced by the First Mortgage Note and secured by the First Mortgage.

"First Mortgage Note" or **"Mortgage Note"** or **"Note"** means the non-interest bearing, non-recourse promissory note that contains the promise of the Owner to pay the sum of money stated therein at the times stated therein and that evidences the obligation of the Owner to repay the First Mortgage Loan.

"Guidelines" means the Special Needs Housing Partnership Loan Program Guidelines as approved by the Agency's Board on March 1, 2012, as may be amended from time to time.

"Improvements" means the building together with all fixtures and utility improvements, easements and rights of way that are owned by the Owner and located on the Land.

"Land" means the real property described in Schedule A attached hereto, on which the Project is located.

"Loan Documents" means and includes this Agreement, the Mortgage Note, the Mortgage, the UCC-1 Financing Statements and the Assignment of Leases.

"Low-Income Tenants" means families that have income of 50% or less of the area median gross income adjusted for family size.

"Permitted Encumbrances" means the Mortgage, together with any encumbrances permitted by the Agency thereunder or hereunder.

"Project" means the Improvements located on the Land together with the Land to be financed, in part, with the proceeds of the Loan.

State" means the State of New Jersey.

"UCC-1" means the UCC-1 Financing Agreement(s) of even date herewith.

Section 2. Background and Purpose. The Owner owns, or will own, and proposes to construct or rehabilitate, and will operate a Project to be located on the Land. The Lender will hold a first mortgage lien on the Project in the amount of \$375,728 during the term of the Mortgage at an interest rate of zero (0%) percent. Financing for the Project shall be derived from the Lender's Special Needs Housing Partnership Loan Program ("SNHPLP" or "Program").

In connection with the First Mortgage, the Owner and the Agency have entered into this Agreement.

In connection with its application for the Loan, the Owner has furnished to the Agency various details as to the Project, including the description of Land on which it is to be situated, plans and specifications for the construction/rehabilitation of the Project, the tenant population that shall be housed in the Project, the number of units of each type to be included therein, the estimated costs of providing the Project, details as to the Project income and expenses of the Project once constructed and/or rehabilitated and placed in operation, and arrangements for any tax abatement for the Project.

Section 3. Residential Rental Property. The Owner hereby represents, covenants, warrants and agrees that the Project to be known as 8 Center Street will be located at Lot 3.00 in Block 162 in the Municipality of Marlboro, Monmouth County, New Jersey. The Project involves the acquisition and rehabilitation of an existing 3 bedroom ranch house with three bedrooms, a living room, a family room a dining room, a kitchen, a den and one and half bath room located at Center Street, Marlboro, and Monmouth County. The home sits on 19,817 square foot area with public water and sewer. The scope of work will include adding a new bedroom to the existing sun room, making the one bath room fully handicap accessible with roll-in shower, hand held and fixed shower heads and tiled floor and walls. The second bathroom will be made larger by incorporating the adjoining hallway closet. Half of the wall of the kitchen will be removed to open up room for wheel chair residents and cabinetry under sink will be removed to accommodate a wheelchair. All bedroom doors will be replaced with 36 inch doors to provide an additional 2 inches of clearance for each door. The door to the second bedroom will be widened to make it accessible for non-ambulatory resident from the common living room. The exterior scope of work will include install vinyl siding, provide gutters and leaders to ensure drainage away from the exterior of the property building two wood ramps one off the side of the quiet room and another one at a level with the front door threshold. A new boiler will also be installed.

When construction is completed, the home will provide permanent supportive housing for two (2) ambulatory and two (2) non-ambulatory residents with developmental disabilities.

All of the units in the Project are to be utilized at all times in accordance with the types of use as permitted by the Act and/or the Guidelines and as may be approved by the Agency. All units shall be subject to use and occupancy and/or intake and/or occupancy or lease agreements between the Owner and the tenants/residents.

Section 4. Additional Representations, Covenants and Warranties of the Owner.

The Owner represents, warrants and covenants that:

A. The Owner (i) is a corporation duly organized, validly existing and in good standing under the laws of the State of New Jersey and duly authorized to transact business in the State; (ii) has filed with the Agency a true and complete copy of its Certificate of Incorporation with all amendments, if any, thereto; (iii) has the power and authority to own or lease its properties and assets, including the Project and the Land, and to carry on its business as now being conducted (and as now contemplated), and to borrow the proceeds of the Loan; and (iii) has the power to execute and perform all the undertakings of this Agreement and the other Loan Documents.

B. All necessary legal action has been taken to authorize the execution, delivery and performance of the Loan Documents by the Owner.

C. The Loan Documents have been duly executed and delivered by the Owner and constitute the valid and legally binding obligations of the Owner, enforceable against the Owner in accordance with their respective terms.

D. To the best of the Owner's knowledge after due and diligent inquiry, the execution and performance of this Agreement, the Loan Documents and other instruments required pursuant to this Agreement by the Owner (i) will not violate or, as applicable, have not violated, any provision of law, rule or regulations, any order of any court or other agency or government or any provision of any document to which the Owner is a party and (ii) will not violate or, as applicable, have not violated, any provision of any indenture, agreement or other instrument to which the Owner is a party, or result in the creation or imposition of any lien, charge or encumbrance of any nature other than the Permitted Encumbrances.

E. The Owner has, at the time of execution of this Agreement and subject only to such exceptions as have been disclosed in writing to the Agency and which will not materially interfere with or impact the beneficial use of the Project and Land for purposes of the Project, good and marketable title to fee simple interest in the premises constituting the Land and the Project free and clear of any lien or encumbrance (subject to Permitted Encumbrances and encumbrances created or contemplated pursuant to this Agreement).

F. There is, after due and diligent inquiry, no action, suit or proceeding at law or in equity or by or before any governmental instrumentality or other agency now pending, or, threatened against or affecting it, or any of its properties or rights, which, if adversely determined, would materially impair its right to carry on business substantially as now conducted, or as contemplated to be conducted under this Agreement, or would materially adversely affect its financial condition.

G. To the best of the Owner's knowledge after due and diligent inquiry, the operation of the Project in the manner presently contemplated and as described in this Agreement will not conflict with any zoning, water or air pollution or other ordinance, order, law or regulation applicable thereto. The Owner has caused the Project to be designed in accordance with all applicable federal, State and local laws or ordinances (including rules and regulations) relating to zoning, building, safety and

environmental quality and will proceed with due diligence to rehabilitate the Project pursuant to the Architectural Contract or the Construction Contract, as applicable.

Further, the Owner has received or shall obtain all necessary governmental approvals and building permits for construction, rehabilitation and operation of the Project in accordance with the plans and specifications and the Architectural Contract or Construction Contract, as applicable, and shall obtain in a timely manner any and all required extensions of governmental approvals, including, but not limited to, site plan approval.

H. The Owner has filed, caused to be filed by it, or shall file all federal, state and local tax returns which are required to be filed by it, if any, and has paid or caused to be paid all taxes as shown on said return or on any assessment received by it, to the extent that such taxes have become due.

I. To the best of the Owner's knowledge, after due and diligent inquiry, the Owner is not in default in the performance, observance or fulfillment of any of the obligations, covenants or conditions contained in any material agreement or instrument to which it is a party that may materially affect this Project.

J. The information contained in the Project description provided in the applications for the Loan is accurate in all material respects and does not contain any untrue statements of a material fact or omit to state a material fact necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading.

K. The Owner shall not during the term of this Agreement sell, transfer or exchange, the Project or the Land (or any part thereof or any interest therein) at any time except in accordance with the terms of the First Mortgage, this Agreement, the Act and the regulations promulgated pursuant to the Act, and unless such sale, transfer or exchange shall have been approved by the Agency. The Owner shall notify in writing and obtain the agreement in writing of any buyer or successor or other person acquiring the Project or Land or any interest therein, in a form acceptable to the Agency that such acquisition is subject to the requirements of this Agreement. This provision shall not act to waive any other restriction on such sale, transfer or exchange.

L. The Owner has not and will not execute any other agreement with provisions contradictory to, or in opposition to, the provisions hereof and the First Mortgage, and in any event, the requirements of this Agreement and the First Mortgage are paramount and controlling as to the rights and obligations herein and in the First Mortgage and such requirements shall supersede any other requirements in conflict herewith and therewith.

M. All statements contained in all applications, correspondence or other materials delivered to the Agency by the Owner in connection with its consideration of the Loan to the Owner or relating to the Project are materially true and correct.

N. The representations, covenants and warranties of the Owner contained in this Agreement on the date of its execution are true and shall continue to be true at all times during the term of this Agreement.

O. No event has occurred and no condition exists which constitutes an Event of Default under this Agreement or the First Mortgage or which, but for a requirement of notice or lapse of time, or both, would constitute such an Event of Default.

P. As of the date of this Agreement, the Architectural Contract and the Construction Contract are in full force and effect and no default has occurred thereunder, and a true copy of the entire Architectural Contract and the Construction Contract with all modifications and addenda to date has been filed with the Agency.

Section 5. Covenants to Run With the Land.

A. The Agency and the Owner hereby declare their understanding and intent that the burden of the covenants, reservations and restrictions set forth in this Agreement touch and concern the Land in that the Owner's legal interest in the Project and Land is rendered less valuable thereby. The Agency and the Owner hereby further declare their understanding and intent that the benefit of such covenants, reservations and restrictions touch and concern the Project and Land by enhancing and increasing the enjoyment and use of the Project and the Land by the tenants contemplated under this Agreement and by furthering the public purposes for which the First Mortgage Loan is made. The covenants, reservations and restrictions hereof shall apply uniformly to the entire Project and Land. Except as provided in subsection B below, the covenants, reservations and restrictions set forth herein shall be deemed covenants running with the Land and hereof and shall pass to and be binding upon the Owner's assigns and successors in title to the Land or Project. Each and every contract, deed or other instrument hereafter executed covering or conveying the Project and/or the Land or any portion thereof shall conclusively be held to have been executed, delivered and accepted subject to such covenants, reservations and restrictions, regardless of whether such covenants, reservations and restrictions are set forth in such contract, deed or other instruments. If a portion or portions of the Project and/or Land are conveyed, all of such covenants, reservations and restrictions shall run to each portion of the Project and/or Land.

B. Upon termination of this Agreement in accordance with Section 6 hereof, said covenants, reservations and restrictions shall expire and in such event, the Agency shall, at the expense of the Owner, execute any and all instruments reasonably required to evidence of record the satisfaction, cancellation and discharge of this Agreement.

Section 6. Term. This Agreement shall remain in full force and effect until the maturity date as stated in the Note.

Section 7. Construction of Project. The Owner covenants and agrees to comply with all the provisions of the Construction Contract. The Owner covenants and agrees to diligently pursue the rehabilitation of the Project to completion in accordance with the plans and specifications set forth in the Owner's application for the Loan, the Architectural Contract, the Construction Contract

and as approved by the Agency.

The Owner shall not approve or allow to occur any material change in the scope of work or plans and specifications for the Project without the express approval of the Agency. Rehabilitation or construction shall at all times be subject to the discretionary inspection, discretionary review, regulation and approval of the Agency and its duly authorized representatives. Any such inspection, regulation, review or approval of the Agency shall be solely for its benefit for the purpose of assuring that the programs and goals of the Project are being fulfilled.

The Owner shall not knowingly do any act which would cause the release, in whole or in part, of the surety bond or bonds issued in connection with the Construction Contract, including, without limitation, deviation from the payment schedule, waiver of any material requirements imposed on the contractor or any subcontractor under the Construction Contract or consent to any major change in the in the scope of plans and specifications or scope of the work, unless such act would not cause any release because the surety has consented thereto.

Section 8. Rehabilitation or Construction and Funding.

A. Rehabilitation or Construction of Project:

The Owner covenants and agrees to comply with all provisions of the Architectural Contract and the Construction Contract. The Owner covenants and agrees to diligently pursue the rehabilitation or construction of the Project to completion, time being of the essence, in accordance with the plans and specifications for the Project as approved by the Agency.

B. Funding:

Upon and subject to the terms and conditions of this Agreement, the First Mortgage and First Mortgage Note, the Agency agrees to advance and disburse the Principal Sum of \$375,728 only after the Agency has received and approved, subject to its sole discretion, all items required for closing in the Agency's Document Checklist for the SNHPLP and the satisfaction of the conditions set forth in the Commitment.

C. Conditions Precedent to Advance:

The Agency's obligations to make the other disbursements under the First Mortgage shall be subject to the satisfaction of the following conditions precedent, any of which may be waived in whole or part by the Agency.

1. Each of the Owner's covenants, agreements, representations and warranties contained in this Agreement shall continue to be true and shall not be breached.
2. The full amount of all previous advances shall have been expended for Land acquisition, Project costs approved by the Agency, and the discharge of any related lien(s).

3. All work performed and material furnished for the Project shall be in accordance with the plans and specifications for the Project and all work shall have been properly performed to the satisfaction of the Agency.
4. No event shall have occurred and no conditions shall exist that would prevent the advance from becoming a valid first mortgage lien on the Project and the Land or secured by a prior protected security interest on any other collateral mentioned in the First Mortgage. If the Agency shall deem it necessary or desirable, all or part of the advance may be disbursed in escrow to a title insurance company licensed to do business in the State of New Jersey for the purpose of discharging any construction or other lien on the Project and Land or any other security mentioned in the First Mortgage, and the Owner agrees to certify in writing that the foregoing conditions have been satisfied.

Section 9. Insurance; Condemnation. The Owner shall cause the buildings on the premises and the fixtures and articles of personal property covered by the First Mortgage to be insured against loss by fire and against loss by such other hazards as may be required by the Agency for the benefit of the Agency, including, but not by way of limitation, flood insurance if any part of the Project is located in an area designated by or on behalf of the federal government as having specific flood hazard. Such insurance shall be written by such companies in an amount not less than the full insurable value of the Project exclusive of excavations and foundations and in such forms as are satisfactory to the Agency. The Owner shall assign and deliver the policies to the Agency, and the Agency shall be mortgagee, loss payee and additional insured under such policies. Such policies shall provide that the insurer may not cancel the policy and will not refuse to renew the policy except after thirty (30) days written notice to the Agency. If the Agency shall not receive evidence satisfactory to it of the existence of effective insurance coverage as required by the Agency, the Agency may (but shall not be required to) obtain such coverage and the Owner shall reimburse the Agency on demand for any premiums paid for insurance procured by the Agency, and until so reimbursed the amount of such premiums shall be added to the principal amount of the First Mortgage and shall bear interest at the then current rate being paid by the Agency on its borrowing as determined in good faith by the Agency. Valid participation by the Owner in a blanket insurance program offered by or through the Agency or approved by the Agency shall be satisfactory evidence of the required insurance for each type or class of coverage.

In the event of substantial damage to the Project by the occurrence of an insured casualty or the taking of a substantial portion of the Project by condemnation, if, in the sole judgment of the Agency (which judgment shall be conclusive): (a) the Project can be replaced or restored in whole or in part, and (b) the Project as so replaced will produce sufficient income to meet the obligations of the Owner under the Loan Documents, the proceeds of insurance or condemnation, together with any other money available for such purpose, if sufficient, shall be made available to the Owner, subject to the approval of the Agency. To the extent the Project is not replaced or restored, the balance of such proceeds shall be applied to the indebtedness secured thereby. Nothing in this Section shall affect the lien of this Agreement and the obligation of the Owner under the Loan Documents to pay the entire balance of the Loan.

The Owner shall maintain continuously in effect such other insurance coverage of the types and in the amounts specified by the Agency, including workers' compensation insurance and other insurance required by law with respect to employees of the Owner, and liability insurance with limits of not less than \$1,000,000 per accident or occurrence on account of personal injury, including death resulting therefrom, and \$1,000,000 per accident or occurrence on account of damage to the property of others and a blanket excess liability policy in an amount acceptable to the Agency, protecting the Owner and the Agency against any loss or liability or damage for personal injury or property damage with respect to the Project. Owner shall also maintain use and occupancy insurance covering loss of revenues derived from the Project by reason of interruption, total or partial, of the use of the Project resulting from loss or physical damage thereto in an amount not less than one year's gross rental income. The Owner shall carry fidelity bond insurance covering all employees of the Owner authorized to handle the revenues derived from the Project in an amount equal to one-half times the maximum monthly rent roll.

Section 10. Taxes or Payments in Lieu of Taxes. The Owner covenants and agrees to pay any valid municipal taxes or payments in lieu of taxes, charges, assessments, water charges and/or sewer charges, and in default thereof, the Agency may pay the same. Any such sum or sums so paid by the Agency shall be added to the principal sum secured by the First Mortgage, as determined by the Agency, and shall bear interest at the then current rate being received by the Agency on its investments as determined in good faith by the Agency. If the Project is subject to a payments in lieu of taxes agreement with the municipality, the Owner shall not terminate or materially amend such agreement without the prior written approval of the Agency.

Section 11. Liens and Encumbrances. The Owner covenants and agrees to maintain its right, title and interest in the Project, Land and all items enumerated in the Loan Documents, as security for repayment of the Mortgage Loan, free and clear of all liens, security interests and other encumbrances except for Permitted Encumbrances and those exceptions identified and set forth in a certain title insurance commitment issued to the Agency by Chicago Title Company, LLC dated October 3, 2012 and identified as Title Number 2012-01465, continued to the date of this Agreement, as accepted by the Agency. The foregoing covenant and agreement shall not prevent the Owner from leasing or renting the Project or Land in the manner as otherwise provided in this Agreement. Except with the written consent of the Agency, the Owner will not install any item of tangible personal property as part of the fixtures or furnishings of the Project that is subject to a purchase money lien or security interest.

The Agency may, at its sole option, pay the amount necessary to discharge any lien or other encumbrance, and the Owner shall reimburse the Agency upon demand for any amounts so paid. Until reimbursement of the Agency of any amounts so paid, such amount shall be added to the principal sum of the First Mortgage Note and shall bear interest at the then current rate being received by the Agency on its investments as determined in good faith by the Agency

The Owner covenants and agrees not to sell, lease or otherwise encumber the Project or the Land, or any part thereof, or the rents or revenues thereof without prior written consent of the

Agency, except by leasing to eligible residential tenants as provided by the First Mortgage and this Agreement.

Section 12. Maintenance, Repair and Replacement. The Owner covenants and agrees to maintain the Project and the housing units contained therein and the appurtenant equipment and grounds in good repair and condition so as to provide decent, safe and sanitary housing accommodations.

Following completion of construction, the Owner will not make any substantial alteration in the Project without the consent of the Agency, nor will the Owner permit the removal of any fixtures or articles of personal property except in connection with the replacement thereof with appropriate property of at least equal value and free of all liens or claims.

The Owner will not permit any waste with respect to the Project or any of its real or personal property without the consent of the Agency, or make any alteration which will increase the hazard of fire or other casualty.

Section 13. Advance Amortization Payments. The Note is pre-payable at any time without a prepayment penalty. However, upon prepayment of the Note, this Agreement will remain in full force and effect until the maturity date set forth in the Note.

Section 14. Compliance with the Program, the Act, the Guidelines, Agency's Regulations and Any Federal or State Subsidy Source. The Owner covenants and agrees to comply with the Program, the Act, the Guidelines and any regulations promulgated pursuant thereto, and with any amendments or supplements to the Program, the Act, the Guidelines or regulations. Throughout the term of this Agreement, the Owner further covenants and agrees to comply with any and all requirements imposed upon it as a condition of any federal or State grant, subsidy or loan.

Section 15. Use of Project - Leasing. Except as otherwise expressly provided in Sections 2 and 3 of this Agreement or as otherwise agreed to in writing by the Agency, and except for facilities approved by the Agency as normally appurtenant to residential projects for non-transients (such as laundry facilities), the Project shall be used solely to provide housing for the residential population and the facilities and the amenities as described in Section 3 hereof, all as approved in the Commitment.

Section 16. Consideration for Lease or Intake and/or Occupancy Agreement. The Owner covenants and agrees not to require as a condition of the occupancy of any dwelling unit in the Project and not to accept or allow any employee or agent to accept any consideration other than the prepayment of the first month's rent or allowable intake and/or occupancy agreement charges, plus a security deposit not in excess of one (1) month's rent or allowable intake and/or occupancy agreement charges to guarantee the performance of the covenants of the lease or intake and/or occupancy agreement.

Section 17. Security Deposit. The Owner covenants and agrees to deposit all moneys, if

any, paid to the Owner by any resident as a security deposit for the payment of rent or other allowable intake and/or occupancy charges under any use and occupancy agreement and/or lease in a separate interest-bearing bank account held and maintained in accordance with applicable law.

Section 18. Account for Project Revenues/Operating Account. The Owner covenants and agrees to establish an account for Project Revenues specific to the Project. "Project Revenues" shall mean all rents, intake, occupancy and other revenues of any type whatsoever received in respect of the Project or the Owner, except for Loan disbursements. Project Revenues shall be deposited in such account and all operating expenses should be paid from this account.

Section 19. Inspection of Premises. The Owner covenants and agrees to permit the Agency, its agents or representatives, to inspect the Project at any and all reasonable times with or without notice, pursuant to the provisions of the Act and/or the Guidelines.

Section 20. Books and Records. The Owner covenants and agrees to maintain adequate books and records of its transactions with respect to the Project in the Owner's standard form. Such books and records shall be available for inspection and audit by the Agency or its agents at any time during business hours, with notice, pursuant to the provisions of the Act and/or the Guidelines. The Owner further covenants and agrees to cause the financial affairs with respect to the Project to be audited by independent certified public accountants and shall furnish the Agency with its audit report of such accountants as may from time to time be required by the Agency.

The Owner shall furnish to the Agency such other information and reports respecting the Project as may from time to time be required by the Agency.

Section 21. Management Contract. The Owner may, and if the Agency so elects, shall contract for the services of a firm experienced in real estate management to act as the managing agent for the Project. The selection of any such managing agent, the scope of the agent's duties and the basis of the agent's compensation shall be the subject of a consultation between the Agency and the Owner and any contract for the employment of any managing agent shall provide that such contract may be terminated by the Agency at any time by notice of such determination by the Agency given to the Owner and managing agent.

Section 22. Prohibited Actions. Except with the express approval of the Agency, which approval shall not be unreasonably withheld, the Owner shall not with Project Revenues (as defined in Section 18 hereof), or Loan disbursements:

- A. incur any liabilities, except in connection with the acquisition, rehabilitation or construction and rental of the Project and its operation and maintenance;
- B. engage in any business activity except the ownership and operation of the Project;
- C. enter into contracts for managers, attorneys, accountants or other services without the prior written approval of the Agency;

- D. pay more than fair market value thereof for goods or services; and
- E. pay compensation to any officer, director or partner in such capacity or make any cash distribution to any of the foregoing.

Section 23. Transfers of Ownership Interests. The Owner shall not transfer or sell any interest in the Project, except to another SNHPLP- eligible applicant as set forth in the Guidelines and upon prior written notice to the Agency, or as the Executive Director of the Agency may approve.

Section 24. Statutory Powers and Restrictions. The First Mortgage shall be subject to the restrictions in the Act, and in connection therewith, the Agency shall have the powers set forth in the Act and/or the Guidelines and the regulations now or hereafter promulgated pursuant to the Act, and the Owner hereby consents to such restrictions and agrees to be bound thereby. Such powers and restrictions shall be in addition to and not in limitation of the rights of the Agency expressly set forth in this Agreement.

Section 25. Accounting in Event of Default; Estoppel. Upon the occurrence of an Event of Default and within ten (10) business days of demand therefor by the Agency, and otherwise within ten (10) business days of written demand by the Agency, the Owner will furnish to the Agency in writing a statement of the principal amount remaining due on the Loan, together with a statement of any known defenses which may exist as to any liability of the Owner on the Note or otherwise thereunder.

Section 26. Financing Statements. The Owner hereby irrevocably authorizes the Agency to execute, if applicable, and file on its behalf one or more financing statements or renewals thereof in respect to any of the security interests granted by the First Mortgage.

Section 27. Assignment by Agency. The Owner hereby consents to any assignment of this Agreement by the Agency.

Section 28. Defaults. Each of the following shall be an Event of Default:

- A. failure by the Owner to pay more than thirty (30) calendar days after the due date any installment of principal or interest on the Loan or any other payment required by the Owner to the Agency or any other person pursuant to the terms of this Agreement, the First Mortgage or the other Loan Documents;
- B. commission by the Owner of any act prohibited by the terms of this Agreement, the First Mortgage or any other Loan Document; failure by the Owner to perform or observe in a timely fashion any action or covenant required by any of the terms of this Agreement, the First Mortgage or any other Loan Document, or failure by the Owner to produce satisfactory evidence of compliance therewith;

- C. the filing by the Owner under any federal or state bankruptcy or insolvency law or other similar law of any petition in bankruptcy or for reorganization or composition with creditors or the making of an assignment for the benefit of creditors;
- D. the filing against the Owner of a petition seeking its adjudication as a bankrupt or the appointment of a receiver for the benefit of its creditors which shall not have been dismissed within sixty (60) days of the filing thereof, or the adjudication of the Owner as a bankrupt or the appointment of a receiver for the benefit of its creditors; or the appointment by court order of a custodian (such as a receiver, liquidator or trustee) of the Owner or of any of its property or the taking of possession of the Owner or any of its property for the benefit of its creditors and such order remains in effect or such possession continues for more than sixty (60) days;
- E. the occurrence of substantial destruction of the Project by an uninsured casualty or the inability to replace or restore the Project in accordance with Section 9;
- F. any representation in conjunction with the Loan and the Project by or on behalf of the Owner that is knowingly false or misleading in any respect or warranty of the Owner that is breached;
- G. any breach by the Owner of its obligations or any failure to observe its covenants under this Agreement, and the other Loan Documents;
- H. failure to complete the Project as approved by the Agency; and
- I. failure to comply with the Guidelines, as may be amended from time to time.

The events set forth in the subsections B and G of this Section shall not constitute Events of Default until the prohibited acts, failure to perform or observe, or breaches shall remain uncured for a period of thirty (30) calendar days after the Agency's written notice to the Owner, specifying such prohibited act, failure or breach and requiring that it be remedied, unless the Agency shall agree in writing to an extension of such time prior to its expiration; provided, however, that after the Project Construction Period only, if the prohibited act, failure, or breach stated in each notice is correctable, but cannot be corrected within the 30-day period, the Agency may not unreasonably withhold its consent to an extension of up to 120 days from the delivery of the written notice referred to herein if corrective action is instituted by the Owner within the initial 30-day period and diligently pursued. The Agency will send, simultaneously with sending to the Owner any notices under B and G of this Section, a copy of the aforementioned notices to the Owner's investor limited partner or member, if any; and to the extent such Event of Default is curable, a cure tendered in full pursuant to the terms and conditions of this Agreement and the other Loan Documents by any investor limited partner or member of Owner shall be honored by the Agency.

Section 29. Remedies. Upon the occurrence of any Event of Default, the Agency may at its option take any one or more of the following actions or remedies. No failure to exercise any

remedy or take any action enumerated shall constitute a waiver of such right or preclude a subsequent exercise by the Agency of any such remedy:

- A. declare the entire principal sum of the First Mortgage together with any interest and all other liabilities of the Owner under the Note and the other Loan Documents to be immediately due and payable;
- B. cease making disbursements to the Owner of any funds under the Loan or from reserves held by the Agency;
- C. apply any reserves held by the Agency or the balance in the accounts for Project disbursements and revenues, or any combination of these monies, to the payment of the Owner's liabilities hereunder;
- D. foreclose the lien of the First Mortgage on the Project and Land or a portion thereof, including, without limitation, all Improvements existing or hereafter placed in or on the Project and Land. In any action to foreclose, the Agency shall be entitled to the appointment of a receiver of the rents (which shall include all applicable intake and/or occupancy charges) and profits of the Project as a matter of right and without notice, with power to collect the rents, uses and profits of said Project, due and becoming due during the pendency of such foreclosure suit, such rents and profits being hereby expressly assigned and pledged as additional security for the payment of the indebtedness secured by the First Mortgage without regard to the value of the Project or the solvency of any person or persons liable for payment of the mortgaged indebtedness. The Owner for itself and any such subsequent owner hereby waives any and all defenses to the application for a receiver as above and hereby specifically consents to such appointment without notice, but nothing herein contained is to be construed to deprive the holder of the First Mortgage of any other right, remedy or privilege it may now have under the law to have a receiver appointed. The provisions for the appointment of a receiver of the rents and profits and the assignment of such rents and profits, is made an express condition upon which the Loan hereby secured are made. Upon such foreclosure the Agency shall have the right to have a receiver appointed for the Project and the rents from the Project;
- E. pursuant to its rights under the Act, remove the Project managing agent(s) and/or service providers after consultation with the Owner, or, if the Agency, after consultation with the Owner, decides it is in the best interest of the Project and its tenants and/or residents, the Owner shall deed the Project and Land to the Agency;
- F. take possession of the Project and Land or a portion thereof;
- G. without judicial process, collect all rents, use and occupancy fees and other revenue including federal and State subsidies as the agent of the Owner (which upon the occurrence of any Event of Default the Agency is deemed to have been irrevocably appointed by the Owner), and apply the same at the Agency's option either to the

operation and maintenance of the Project or to the liabilities of the Owner under the Mortgage;

- H. act as landlord of the Project and rent or lease the same on any terms approved by it, or dispossess by summary proceedings or other available means any tenant defaulting under the terms of the lease of a dwelling unit;
- I. take possession of equipment, appliances or other tangible personal property in which a security interest has been granted by this Agreement or the First Mortgage and dispose of the same in any commercially reasonable manner. The Agency shall have the option to dispose of any such equipment and personal property either separately from the Project and Land or in conjunction with a sale of the Project and Land, and the Owner agrees that either method of disposition shall be commercially reasonable;
- J. make effective an assignment of the Architectural Contract and/or Construction Contract by the Owner to the Agency, in which event the Agency is specifically empowered by the Owner to exercise any and all rights of the Owner under the Architectural Contract and/or Construction Contract, and at the option of the Agency to proceed with the rehabilitation or construction of the Project, in which event all payments by the Owner made with respect to the Architectural Contract and/or Construction Contract shall be treated as disbursements on the Loan;
- K. sue the Owner for a mandatory injunction or other equitable relief requiring performance by the Owner of any of its obligations under this Agreement or the First Mortgage or the other Loan Documents. The Owner agrees with the Agency that the Agency's remedy at law for the violation or nonperformance of the Owner's obligations under the First Mortgage or this Agreement or the other Loan Documents is not adequate by reason, among other things, of the Agency's public purpose to provide adequate, safe and sanitary dwelling units Low-Income Tenants;
- L. after consultation with the Owner, sue under the Architectural Contract and/or Construction Contract or on a warranty to recover any amount payable to the Owner pursuant to the Architectural Contract and/or Construction Contract or payable to the Owner pursuant to any such warranty and to settle any such claim or liability and release the same and apply the proceeds of any such suit, settlement or release to the liabilities of the Owner under this Agreement or the First Mortgage;
- M. if the Owner commits a breach or threatens to commit a breach of any of the provisions of the Mortgage or other Loan Documents, the Agency shall have the right, without posting bond or other security, to seek injunctive relief or specific performance, it being acknowledged and agreed that any such breach, or threatened breach, will cause irreparable injury to the Agency and that money damages will not provide an adequate remedy;

- N. to undertake reasonable maintenance and make reasonable repairs to the Project and to add the cost thereof to the principal balance of the First Mortgage; and/or
- O. notwithstanding the above enumeration of remedies, the Agency shall have available to it all other remedies provided at law or in equity or any other action permitted by law subject to the provisions of Section 37 of this Agreement.

Section 30. Expenses Due to Default. All expenses (including reasonable attorneys' fees and costs and allowances) incurred in connection with an action to foreclose the First Mortgage or in exercising any other remedy provided by the First Mortgage or this Agreement or the other Loan Documents, including the curing of any Event of Default, shall be paid by the Owner, together with interest at the then current rate being received by the Agency on its investments as determined in good faith by the Agency. Any such sum or sums and the interest thereon shall be a further lien on the Project, Land and Improvements, and shall be secured by this Agreement and the First Mortgage.

Section 31. Burden and Benefit. The Agency and the Owner hereby declare their understanding and intent that the burden of the covenants set forth herein touch and concern the Land in that the Owner's legal interest in the Land and the Project is rendered less valuable thereby. The Agency and the Owner hereby further declare their understanding and intent that the benefit of such covenants touch and concern the Land by enhancing and increasing the enjoyment and use of the Land and the Project as permanent supportive housing for the residential population described in Section 3 of this Agreement.

Section 32. Uniformity; Common Plan. The covenants, reservations and restrictions hereof shall apply uniformly to the entire Project and Land.

Section 33. Remedies; Enforceability. The provisions hereof are imposed upon and made applicable to the Land and shall run with the Land and shall be enforceable against the Owner or any other person or entity that has or had an ownership interest in the Project at the time of such violation or attempted violation. No delay in enforcing the provisions hereof as to any breach or violation shall impair, damage or waive the right of any party entitled to enforce the provisions hereof or to obtain relief against or recover for the continuation or repetition of such breach or violation or any similar breach or violation hereof at any later time or times.

Section 34. Amendments; Notices; Waivers. This Agreement and the First Mortgage may be amended only by an instrument in writing executed and acknowledged on behalf of the Agency and the Owner in such manner that the instrument may be recorded.

No waiver by the Agency in any particular instance of any Event of Default or required performance by the Owner and no course of conduct of the parties or failure by the Agency to enforce or insist upon performance of any of the obligations of the Owner under this Agreement, the First Mortgage, or under the other Loan Documents at any time shall preclude enforcement of any of the terms of this Agreement, the First Mortgage, the First Mortgage Note, or the other Loan Documents thereafter.

Any provisions of this Agreement, the First Mortgage or other Loan Documents requiring the consent or approval of the Agency for the taking of any action or the omission of any action requires such consent by the Agency in writing signed by a duly authorized officer of the Agency. Any such consent or approval, unless it expressly states otherwise, is limited to the particular action or omission referred to therein and does not apply to subsequent similar actions or omissions.

Notice provided for under this Agreement shall be given in writing signed by a duly authorized officer and any notice required to be given hereunder shall be given by recognized private carrier with acknowledgment of delivery, or by confirmed facsimile with a hard copy sent by certified mail, return receipt requested, or by certified or registered mail, postage prepaid, return receipt requested, at the addresses specified below, or at such other addresses as may be specified in writing by the parties hereto.

Agency: Executive Director
New Jersey Housing and Mortgage Finance Agency
637 South Clinton Avenue, CN 18550
Trenton, NJ 08650-2085

Owner: Mobility Special Care Housing, Inc
P.O. Box 213
Adelphia, NJ 07710

with a copy to:

Pickus & Lansberg
802 Ryders Lane
East Brunswick, NJ

All notices shall be deemed given when received.

Section 35. Severability. The invalidity of any part or provision hereof shall not affect the validity, legality and enforceability of the remaining portions hereof, and to this end the provisions of this Agreement shall be severable.

Section 36. Successors and Assigns. This Agreement and all rights, duties, obligations and interests arising hereunder shall bind and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and permitted assigns.

Section 37. Personal Liability. Notwithstanding any other provision contained in this Agreement, the other Loan Documents or any other document or instrument executed by the Owner in connection herewith or therewith, the Agency agrees, on behalf of itself and any future holder of the Note, that the liability of the Owner and its respective heirs, representatives, successors and assigns for the payment of its obligations hereunder and under the other Loan Documents, including, without limitation, the payment of principal, interest and other charges due hereunder and thereunder, shall be limited to the collateral pledged under the First Mortgage and the other Loan

Documents, and that the Agency shall have no right to seek a personal judgment against the Owner, its respective heirs, representatives, successors and assigns individually, except to the extent necessary to subject the collateral (including the Project and Land) pledged under the First Mortgage and the other Loan Documents to the satisfaction of the First Mortgage debt, and provided, however, that the Agency shall retain the right to exercise any and all remedies granted to it under the First Mortgage, this Agreement and the other Loan Documents including, without limitation, the right to sue for injunctive or other equitable relief. The foregoing limitation of liability shall not apply to any party to the extent such party has committed fraudulent, criminal or other unlawful acts or omissions with regard to the Project or the Land.

Section 38. Counterparts. This Agreement may be executed in multiple counterparts, all of which shall constitute one and the same instrument, and each of which shall be deemed to be an original.

Section 39. Disclaimer of Warranties, Liability; Indemnification/Defense.

A. The Owner acknowledges and agrees that (i) the Agency has not heretofore and does not make any warranty or representation, either express or implied, as to the value, condition, or fitness for particular purposes of the Project or any portions thereof or any other warranty or representation with respect thereto; (ii) in no event shall the Agency and its members, directors, officers, agents, servants and employees be liable or responsible for any incidental, indirect, special or consequential damages in connection with or arising out of this Agreement or any of the other Loan Documents or the development of the Project or the existence, functioning or use of the Project or any items or services provided for in this Agreement or the other Loan Documents; and (iii) during the term of this Agreement and the other Loan Documents and to the fullest extent permitted by law, the Owner shall indemnify, defend and hold the Agency harmless against, and the Owner shall pay, any and all liability, loss, cost, damage, claims, judgments or expenses of any and all kinds or nature and however arising (including reasonable attorneys' fees), imposed by law, which the Owner and/or the Agency may sustain, be subject to, or caused or incurred by reason of any claim, suit or action based upon personal injury, death or damage to property or any other damage or loss sustained, whether real, personal or mixed, or upon or arising out of contracts entered into by the Owner, or arising out of the Owner's acquisition, construction, rehabilitation, reconstruction, repair, improvement, ownership, operation, management or maintenance of the Project or Land.

B. It is mutually agreed by the Owner and the Agency that the Agency and its members, directors, officers, agents, servants and employees shall not be liable for any action performed under this Agreement, and that the Owner shall hold them harmless, indemnify and defend them from any claim or suit of whatever nature.

C. Any claims asserted against the Agency shall be subject to the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1 et seq. While this statute may not be applicable by its terms to claims arising under contracts with the Agency, the Owner agrees that it shall be applicable to claims arising under the Loan Documents. It is acknowledged by the parties that the Agency is a public entity covered by the provisions of the New Jersey Tort Claims Act, N.J.S.A. 59:1-1 et seq.

Section 40. Recording. This Agreement shall be duly recorded in the Office of the Clerk for the county in which the Land is located within ten (10) days following its execution.

Section 41. Governing Law. This Agreement shall be governed by the laws of the State of New Jersey. The parties agree that any cause of action that may arise under this Agreement or the Loan Documents shall have jurisdiction and venue only in the Courts of the State of New Jersey in and for the County of Mercer.

Section 42. Further Requirements as to Project. The Owner covenants, represents, and warrants, that occupancy of the Project shall be further restricted to provide supportive housing for the residential population specified in the Commitment and Section 3 hereof.

The Owner further covenants, represents and warrants that it shall provide specialized supportive services to the tenants of the Project. The supportive services provided on-site will include: Advancing Opportunities will provide them with on-going services that address the consumer's daily living and special needs in accordance with the agreements with the Division of Developmental Disabilities (DDD). Advancing Opportunities staff will work with consumers on activities of daily living such as preparing food, housework, shopping, taking medications, exercise, and managing money. Direct staff will also assist consumers on the schedule and outings they choose such as community participation, social and sporting events, and religious services, all as specified in the Commitment. Service delivery for all of the on-site support services will remain consistent for the entire length of stay. Transportation will be provided, when needed, by the project for regularly scheduled grocery shopping trips, and as needed for medical visits, outside program participation and recreation.

Failure by the Owner to comply with the above shall constitute an Event of Default, upon which the Agency may at its option take any one or more of the actions or remedies in Section 29 hereof.

Section 43. Equal Opportunity and Non-Discrimination. The Owner covenants and agrees that it will comply with the Agency's guidelines with respect to equal opportunity and non-discrimination in its purchase of goods and services for the operation and maintenance of the Project throughout the term of this Agreement.

Section 44. Owner's Default Under Financing Documents.

A. Upon the occurrence of an Event of Default set forth in this Agreement or in the event of a violation by the Owner of the terms of any agreement between the Agency and the Owner, or in the event of a violation of the rules and regulations of the Agency or in the event that the Agency shall reasonably and in good faith determine that the Loans are in jeopardy of not being repaid, the Agency shall have the right to manage the affairs of the Owner as such affairs relate to the Project or to name a designee to manage the same.

B. The delegation of authority to the Agency shall terminate upon the curing, to the satisfaction of the Agency, of the event giving rise to the delegation.

C. The Agency and its members, designees, agents, officers, or employees shall not be personally responsible for the debts, obligations or liabilities of the Owner.

D. The admission and delegation to the Agency or its designee shall last only for a period coexistent with the duration of the event giving rise to the action hereunder or until the Agency determines in its sole discretion that such an event or one of similar nature will not reoccur.

E. The Agency or its designee shall serve without compensation, but shall be entitled to be reimbursed for all necessary expenses incurred in discharge of its duties as determined by the Agency.

F. The primary function of the Agency or its designee is to protect the interest of the Agency's Loan and the Low-Income Tenants of the Project and, in the absence of fraud or bad faith, the Agency or its designee shall not be liable for damages to the Owner or any partner, member or stockholder thereof.

G. This Agreement and the admission of and delegation to the Agency shall not be construed as to cause a merger between any of the Loan Documents and the title to the Project.

H. The rights and remedies granted to the Agency under this Agreement are not intended to limit in any way its rights and powers under Section 7(b)(6) of the Act.


Section 45. Applicability and Conflict of Terms and Conditions. The terms and conditions of this Agreement are applicable for the entire term of this Agreement (as set forth in Section 6 hereof) unless otherwise set forth in this Agreement. In the event of any conflict or inconsistency between the terms and conditions of any of the Loan Documents (including this Agreement), the terms and conditions of this Agreement shall prevail. Notwithstanding the foregoing, the Owner agrees that the Agency may render a decision concerning the intent and/or applicability of any term or condition of the Loan Documents, which decision shall be final and binding, unless such decision is found to be arbitrary or capricious by a court of competent jurisdiction.

Section 46. Miscellaneous. Unless the context clearly requires otherwise, as used in this Agreement, words of the masculine, feminine or neuter gender shall be construed to include any other gender when appropriate and words of the singular number shall be construed to include the plural number, and vice-versa, when appropriate. This Agreement and all the terms and provisions thereof shall be construed to effectuate the purposes set forth herein and to sustain the validity hereof.

The titles and headings of the sections of this Agreement have been inserted for convenience of reference only, and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof or be considered or given any effect in construing this Agreement or any provisions hereof or in ascertaining intent, if any question of intent shall arise.

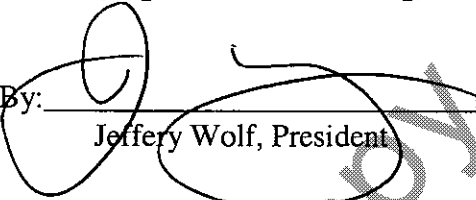
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

WITNESS/ATTEST

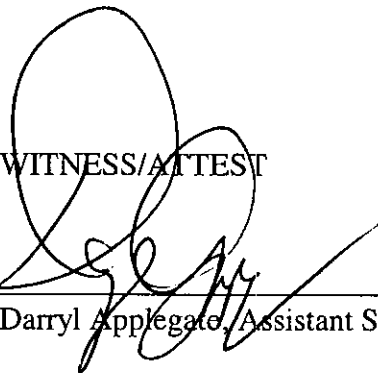


EVAN N PICCUS ESQ.

Owner:
Mobility Special Care Housing, Inc.


By: 

Jeffery Wolf, President

WITNESS/ATTEST


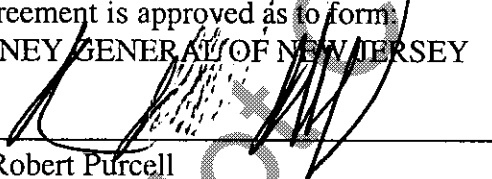
Darryl Applegate, Assistant Secretary

Lender:
**NEW JERSEY HOUSING AND
MORTGAGE FINANCE AGENCY**

By: 

Leslie Lefkowitz, Chief of Legal and
Regulatory Affairs


This Agreement is approved as to form
ATTORNEY GENERAL OF NEW JERSEY

By: 

Robert Purcell
Deputy Attorney General

STATE OF NEW JERSEY, COUNTY OF MERCER ss:

I CERTIFY that on 10/20, 2012, Jeffrey Wolf personally came before me, the subscriber, a Notary Public of the State of New Jersey, and acknowledged under oath, to my satisfaction that (a) he is the President of Mobility Special Care Housing Inc. the corporation named in this document; and (b) he executed and delivered this document as the voluntary act of said corporation duly authorized by a resolution of its Board of Directors.



Edwin N. Piclaw ESQ.
Notary Public of New Jersey

My Commission Expires on _____

ATTORNEY AT LAW STATE OF NJ

STATE OF NEW JERSEY, COUNTY OF MERCER SS:

I CERTIFY that on October 26, 2012 Leslie Lefkowitz personally came before me, a Notary Public of the State of New Jersey, and acknowledged under oath to my satisfaction that a) he is the Chief of Legal and Regulatory Affairs of NEW JERSEY HOUSING AND MORTGAGE FINANCE AGENCY, the Agency named in this document, and b) he executed and delivered this document as the voluntary act of the Agency, duly authorized by a proper resolution of its members, on behalf of the Agency.



Aida Luz Silva

Notary Public of New Jersey

My Commission Expires July 19, 2017

Your Ref: MOBILITY

Title No.

2012-01465

EXHIBIT "A"

Legal Description

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE TOWNSHIP OF MARLBORO, COUNTY OF MONMOUTH, AND STATE OF NEW JERSEY, AND IS DESCRIBED AS FOLLOWS:

BEING KNOWN AND DESIGNATED AS LOT NO. 33 AS SHOWN ON "MAP OF BLOSSOM HEIGHTS, MARLBORO TOWNSHIP, MONMOUTH COUNTY, NEW JERSEY", MADE BY J.W. SEAMAN & SON, E.E., NOVEMBER 10, 1952, AND FILED IN THE CLERK'S OFFICE OF MONMOUTH COUNTY ON DECEMBER 17, 1952 IN MAP CASE 15-25.

BEING FURTHER DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE NORTHWESTERLY LINE OF PLEASANT VALLEY ROAD DISTANT SOUTHWESTERLY ALONG SAME 25.00 FEET FROM ITS PRODUCED INTERSECTION WITH THE SOUTHWESTERLY LINE OF CENTER STREET AND RUNNING THENCE

1. SOUTH 68 DEGREES 10 MINUTES WEST ALONG THE NORTHWESTERLY LINE OF PLEASANT VALLEY ROAD 75.00 FEET TO A POINT; THENCE
2. NORTH 17 DEGREES 42 MINUTES WEST 200.00 FEET TO A POINT; THENCE
3. NORTH 68 DEGREES 10 MINUTES EAST 100.00 FEET TO A POINT IN THE SOUTHWESTERLY LINE OF CENTER STREET, THENCE
4. SOUTH 17 DEGREES 42 MINUTES EAST ALONG SAME 175.00 FEET TO A POINT OF CURVATURE; THENCE
5. SOUTHEASTERLY AND SOUTHWESTERLY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 26.87 FEET AN ARC DISTANCE OF 40.24 FEET TO THE POINT AND PLACE OF BEGINNING.

BEING IN ACCORDANCE WITH A SURVEY PREPARED BY A-1 LAND SURVEYS, INC., PROFESSIONAL LAND SURVEYORS, DATED SEPTEMBER 21, 2012.

BEING ALSO KNOWN AS (REPORTED FOR INFORMATIONAL PURPOSES ONLY):

Block 162, Lot 3 on the official tax map of the TOWNSHIP OF MARLBORO, County of Monmouth, State of New Jersey



State of New Jersey
Department of Human Services
Office of Licensing

LICENSE

ADVANCING OPPORTUNITIES/CEREBRAL PALSY OF NEW JERSEY, INC.

1005 Whitehead Road Ext
Suite 1
Ewing, NJ 08638-2424

*Having met the requirements of the New Jersey Statute, P.L. 1977, c. 448, and the regulations of this Department,
is hereby licensed as a*

Group Home Developmental Disability

for 4 individuals

at



This License is effective from 07/31/2018 to 07/31/2019

A handwritten signature in cursive script, appearing to read "Carole Johnson".

Carole Johnson, Commissioner, Department of Human Services



State of New Jersey
Department of Human Services
Office of Licensing

LICENSE

ADVANCING OPPORTUNITIES/CEREBRAL PALSY OF NEW JERSEY, INC.

1005 Whitehead Road Ext
Suite 1
Ewing, NJ 08638-2424

Having met the requirements of the New Jersey Statute, P.L. 1977, c. 448, and the regulations of this Department, is hereby licensed as a

Group Home Developmental Disability
for 4 individuals

at



This License is effective from 07/31/2018 to 07/31/2019

A handwritten signature in cursive script, appearing to read "Carole Johnson".

Carole Johnson, Commissioner, Department of Human Services



State of New Jersey
Department of Human Services
Office of Licensing

LICENSE

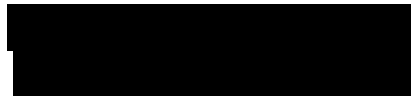
CENTER FOR FAMILY SUPPORT NJ

71 Zabriskie Street
Hackensack, NJ 07601

*Having met the requirements of the New Jersey Statute, P.L. 1977, c. 448, and the regulations of this Department,
is hereby licensed as a*

Group Home Developmental Disability
for 4 individuals

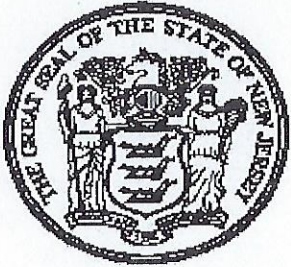
at



This License is effective from 04/30/2019 to 04/30/2020

A handwritten signature in cursive script, appearing to read "Carole Johnson".

Carole Johnson, Commissioner, Department of Human Services



State of New Jersey
Department of Health
Division of Certificate of Need & Licensing

LICENSE

Easter Seals New Jersey, Inc.

25 Kennedy Boulevard
East Brunswick, NJ 08816-1262

*In accordance with Department of Human Services regulations, NJAC 10:37A, is
hereby licensed to operate*

**10 Supervised Residence(s) for up to 40 Resident(s) in Monmouth
County**

This License is effective from 7/14/2018 to 7/14/2020

A handwritten signature in black ink, appearing to read "Shereef Elnahal".

Shereef Elnahal, MD, Commissioner, New Jersey Department of Health



State of New Jersey
Department of Human Services
Office of Licensing

LICENSE

EIHAB Human Services, Inc
1007 Route 9
Suite 202
Howell, NJ 07731-3301

*Having met the requirements of the New Jersey Statute, P.L. 1977, c. 448, and the regulations of this Department,
is hereby licensed as a*

Group Home Developmental Disability
for 4 individuals

at



This License is effective from 11/30/2018 to 11/30/2019

A handwritten signature in cursive script, appearing to read "Carole Johnson".

Carole Johnson, Commissioner, Department of Human Services



State of New Jersey
Department of Human Services
Office of Licensing

LICENSE

EIHAB Human Services, Inc

1007 Route 9

Suite 202

Howell, NJ 07731-3301

*Having met the requirements of the New Jersey Statute, P.L. 1977, c. 448, and the regulations of this Department,
is hereby licensed as a*

Group Home Developmental Disability

for 4 individuals

at



This License is effective from 11/30/2018 to 11/30/2019

A handwritten signature in cursive script, appearing to read "Carole Johnson".

Carole Johnson, Commissioner, Department of Human Services



License No. 40003N401240

State of New Jersey
Department of Health
Division of Certificate of Need & Licensing

LICENSE

Easter Seals New Jersey, Inc.
25 Kennedy Boulevard
East Brunswick, NJ 08816-1262

In accordance with Department of Human Services regulations, NJAC 10:37A, is hereby licensed to operate

Supervised Residence
for up to 7 Residents

at
28 Taylor Road
Marlboro, NJ 07746

This License is effective from 7/14/2018 to 7/14/2020

A handwritten signature in black ink, appearing to read "Shereef Elhawal".

Shereef Elhawal, MD, Commissioner, New Jersey Department of Health



State of New Jersey
Department of Human Services
Office of Licensing

LICENSE

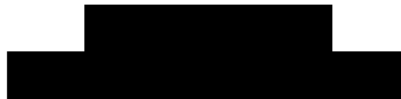
EVERAS COMMUNITY SERVICES, INC.

24 Worlds Fair Dr
Ste K
Somerset, NJ 08873

*Having met the requirements of the New Jersey Statute, P.L. 1977, c. 448, and the regulations of this Department,
is hereby licensed as a*

Group Home Developmental Disability
for 4 individuals

at



This License is effective from 09/30/2018 to 09/30/2019

A handwritten signature in cursive script, appearing to read "Carole Johnson".

Carole Johnson, Commissioner, Department of Human Services



License No. 1000051

**State of New Jersey
Department of Health
Division of Certificate of Need & Licensing**

LICENSE

**Discovery Institute for Addictive Disorder
80 CONOVER RD
MARLBORO, NJ 07746**

Pursuant to N.J.S.A 26:2B-1 et seq. and N.J.S.A. 26:2G-1, is hereby licensed to operate

Discovery Institute for Addictive Disorders, Inc.

80 CONOVER RD
MARLBORO, NJ 07746

A RESIDENTIAL SUBSTANCE ABUSE TREATMENT FACILITY

consisting of:

ADDICTION SERVICES

Co-Occurring Treatment Services

**Long Term Residential Substance Abuse Treatment Beds: 42 Adult Male
Sub-Acute Residential Detox-Standard Beds: 20 Adult Non Hospital Based
Short Term Residential Substance Abuse Treatment Beds: 58 Adult Male**

This License is effective from 7/1/2019 to 6/30/2020


Judith M. Persichilli, RN, BSN, MA, Acting Commissioner
New Jersey State Department of Health

MUST BE POSTED IN A CONSPICUOUS PLACE IN THE FACILITY

THIS LICENSE IS NOT TRANSFERABLE, APPLIES ONLY TO THE ABOVE LOCATION, AND TERMINATES ON NOTICE BY THE DEPARTMENT



License No. 100053

**State of New Jersey
Department of Health
Division of Certificate of Need & Licensing**

LICENSE

**New Hope Integrated Behavioral Health Care
80 CONOVER ROAD
MARLBORO, NJ 07746**

Pursuant to N.J.S.A. 26:2B-1 et seq. and N.J.S.A. 26:2G-1, is hereby licensed to operate

New Hope Foundation, Inc.

80 Conover Road
Marlboro, NJ 07746

A RESIDENTIAL SUBSTANCE ABUSE TREATMENT FACILITY

consisting of:

ADDICTION SERVICES

Sub-Acute Residential Detox-Standard Beds: 34 Adult Non Hospital Based

Short Term Residential Substance Abuse Treatment Beds: 64 Adult

Co-Occurring Treatment Services

This License is effective from 6/1/2019 to 5/31/2020


Judith M. Persichilli, RN, BSN, MA, Acting Commissioner
New Jersey State Department of Health

MUST BE POSTED IN A CONSPICUOUS PLACE IN THE FACILITY

THIS LICENSE IS NOT TRANSFERABLE, APPLIES ONLY TO THE ABOVE LOCATION, AND TERMINATES ON NOTICE BY THE DEPARTMENT



State of New Jersey
Department of Human Services
Office of Licensing

LICENSE

NEW HORIZONS IN AUTISM INC

906 Route 33 East
Freehold, NJ 07728

*Having met the requirements of the New Jersey Statute, P.L. 1977, c. 448, and the regulations of this Department,
is hereby licensed as a*

Group Home Developmental Disability
for 6 individuals

at



This License is effective from 08/31/2018 to 08/31/2019

A handwritten signature in cursive script, appearing to read "Carole Johnson".

Carole Johnson, Commissioner, Department of Human Services



State of New Jersey
Department of Human Services
Office of Licensing

LICENSE

New Jersey Institute for Disabilities

10 Oak Dr
Roosevelt Park
Edison, NJ 08837

*Having met the requirements of the New Jersey Statute, P.L. 1977, c. 448, and the regulations of this Department,
is hereby licensed as a*

Group Home Developmental Disability

for 4 individuals

at



This License is effective from 02/28/2019 to 02/28/2020

A handwritten signature in cursive script, appearing to read "Carole Johnson".

Carole Johnson, Commissioner, Department of Human Services

**Department of Community Affairs
Council on Affordable Housing
Supportive and Special Needs Housing Survey**

Municipality: Marlboro County: Monmouth
 Sponsor: New Jersey Institute for Disabilities Developer: _____
 Block: 233 Lot: 3 Street Address: 5 Wabash Road
 Facility Name: CARE Group Home

<p>Section 1: Type of Facility:</p> <p><input checked="" type="checkbox"/> Licensed Group Home</p> <p><input type="checkbox"/> Transitional facility for the homeless (not eligible for credit as affordable housing after June 2, 2008)</p> <p><input type="checkbox"/> Residential health care facility (licensed by NJ Dept. of Community Affairs or DHSS)</p> <p><input type="checkbox"/> Permanent supportive housing</p> <p><input type="checkbox"/> Supportive shared housing</p> <p><input type="checkbox"/> Other – Please Specify: _____</p>	<p>Section 2: Sources and amount of funding committed to the project :</p> <p><input type="checkbox"/> Capital Application Funding Unit \$ _____</p> <p><input type="checkbox"/> HMFA Special Needs Housing Trust \$ _____</p> <p><input type="checkbox"/> Balanced Housing – Amount \$ _____</p> <p><input type="checkbox"/> HUD – Amount \$ _____ Program _____</p> <p><input type="checkbox"/> Federal Home Loan Bank – Amount \$ _____</p> <p><input type="checkbox"/> Farmers Home Administration – Amount \$ _____</p> <p><input type="checkbox"/> Development fees – Amount \$ _____</p> <p><input type="checkbox"/> Bank financing – Amount \$ _____</p> <p><input type="checkbox"/> Other – Amount \$ _____ Program _____</p> <p><input type="checkbox"/> For proposed projects, please submit a pro forma</p> <p><input type="checkbox"/> Municipal resolution to commit funding, if applicable</p> <p><input type="checkbox"/> Award letter/financing commitment (proposed new construction projects only)</p>
<p>Section 3: For all facilities other than permanent supportive housing:</p> <p>Total # of bedrooms reserved for:</p> <p>Very low-income clients/households _____</p> <p>Low-income clients/households _____</p> <p>Moderate-income clients/households _____</p> <p>Market-income clients/households _____</p>	<p>Section 4: For permanent supportive housing:</p> <p>Total # of units _____, including:</p> <p># of very low-income units _____</p> <p># of low-income units _____</p> <p># of moderate-income units _____</p> <p># of market-income units _____</p>
<p>Section 5:</p> <p>Length of Controls: _____ years</p> <p>Effective Date of Controls: _____</p> <p>Expiration Date of Controls: _____</p> <p>Average Length of Stay: _____ months (transitional facilities only)</p>	<p>Section 6:</p> <p><input type="checkbox"/> CO Date: _____</p> <p>For licensed facilities, indicate licensing agency:</p> <p><input checked="" type="checkbox"/> DDD <input type="checkbox"/> DMHS <input type="checkbox"/> DHSS <input type="checkbox"/> DCA <input type="checkbox"/> DCF</p> <p><input type="checkbox"/> Other _____</p> <p>Initial License Date: <u>1/1/2011</u></p> <p>Current License Date: <u>11/30/2011</u></p>
<p>Section 7:</p> <p>Has the project received project-based rental assistance? <input type="checkbox"/> Yes <input type="checkbox"/> No; Length of commitment: _____ years</p> <p>Other operating subsidy sources: _____; Length of commitment: _____ years</p> <p>Is the subsidy renewable? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>	
<p>Section 8: The following verification is attached:</p> <p><input type="checkbox"/> Copy of deed restriction or mortgage and/or mortgage note with deed restriction (30-year minimum, HUD, FHA, FHLB, UHAC deed restriction, etc.)</p> <p><input type="checkbox"/> Copy of Capital Application Funding Unit (CAFU) or DHS Capital Application Letter (20 year minimum, no deed restriction required)</p>	
<p>Section 9:</p> <p>Residents 18 yrs or older? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>Population Served (describe): _____</p> <p>Age-restricted? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Accessible (in accordance with NJ Barrier Free Subcode)? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>	
<p>Section 10: Affirmative Marketing Strategy (check all that apply):</p> <p><input checked="" type="checkbox"/> DDD/DMHS/DHSS waiting list</p> <p><input type="checkbox"/> Affirmative Marketing Plan approved by the Council's executive Director</p>	

CERTIFICATIONS

I certify that the information provided is true and correct to the best of my knowledge and belief.

Certified by: James D. Majeski Date: 8/1/2011
 Project Administrator

Certified by: _____ Date: _____
 Municipal Housing Liaison





License Number GH1594

State of New Jersey
DEPARTMENT OF HUMAN SERVICES

**Group Home
LICENSE**

This is to certify that 5 WABASH ROAD

MARLBORO NJ 07746

Operated by **New Jersey Institute for Disabilities**

Having met the requirements of the New Jersey Statute,
P.L. 1977, c. 448,
and the regulations of this Department, is hereby licensed as a

Group Home (type of residence) for 3 (number) Individuals
from 11/30/2013 (date issued) effective to 11/30/2014 (expiration date)

Jennifer Velez, Commissioner, Department of Human Services

3013.40

H

DEC 02 2010



00D5QZ

DEED

Prepared By:

Handwritten signature of Jeffrey P. Ferrier, Esq.

Jeffrey P. Ferrier, Esq.

This Deed is made on November 30, 2010

BETWEEN

LUZ OSPITIA-SPANN n/k/a LUZ SPANN -LABATO and ANTHONY LABATO, married,

whose address is 5 Wabash Road, Marlboro, NJ 07746,

referred to as the Grantor,

AND

CEREBRAL PALSY ASSOCIATION OF MIDDLESEX COUNTY d/b/a NEW JERSEY INSTITUTE FOR DISABILITIES,

whose address is about to be 5 Wabash Road, Marlboro, NJ 07746,

referred to as the Grantee.

The words Grantor and Grantee shall mean all Grantors and all Grantees listed above.

Transfer of Ownership. The Grantor grants and conveys (transfers ownership of) the property described below to the Grantee. This transfer is made for the sum of \$379,000.00

The Grantor acknowledges receipt of this money.

Tax Map Reference. (N.J.S.A. 46:15-1.1) Township of Marlboro, New Jersey Block No. 233 Lot No. 3 Account No. _____

X No property tax identification number is available on the date of this Deed. (Check box if applicable).

Property. The property consists of the land and all the buildings and structures on the land in the Township of Marlboro, County of Monmouth and State of New Jersey.

The legal description is:

X Please see attached Legal Description annexed hereto and made a part hereof. (Check box if applicable)

BEING the same premises conveyed to Luz S. Ospitia-Spann, single, by deed from Kenneth Lee Gonick and Clare Gonick, husband and wife, dated July 24, 1996, recorded August 1, 1996 in the Monmouth County Clerk's Office in Deed Book 5522, Page 119.

SUBJECT TO covenants, easements and restrictions of record, if any.

1 CLAIRE FRENCH, CTY CLK
MONMOUTH COUNTY, NJ

INSTRUMENT NUMBER
2010115942

RECORDED ON
Dec 02, 2010
3:09:57 PM
BOOK: 0R-8865
PAGE: 1486

Total Fees: 4

REALTY TRANSFER FEES \$3,013.40
COUNTY RECORDING FEES \$70.00
TOTAL PAID \$3,083.40

(For Recorder's Use Only)

New Jersey Institute for Disabilities

Dominic M. Ursino
President

Robert J. Ferrara
Executive Director

Roosevelt Park - 10 Oak Drive, Edison NJ 08837
732-549-6187 ♦ fax 732-549-0629
www.NJID.org

June 25, 2014

Mr. Tom O'Neill
Office of Contract Administration
State of NJ
Division of Developmental Disabilities
5 Commerce Way
Hamilton, NJ 08691

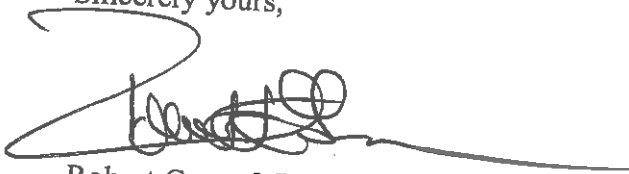
Subject: Fiscal Year 2015 Contract #03MX15-C

Dear Mr. O'Neill

Enclosed please find the contract between the State of New Jersey Division of Developmental Disabilities and the New Jersey Institute for Disabilities, Inc. (formerly Cerebral Palsy Association of Middlesex County) for the period July 1, 2014 to June 30, 2015. The beginning FY '15 reimbursable contract ceiling is \$13,197,881. The budget ceiling will be adjusted through future modifications as approvals are obtained for pending requests.

Please advise immediately if there are any problems with the budget submission. Thank you for your continued support and cooperation.

Sincerely yours,



Robert Gross, MBA CMA
Controller

C: Robert Ferrara, Executive Director
Madalena Crespo, Assistant Controller

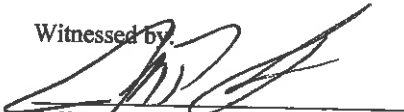
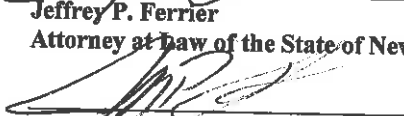
C:\msword\mady\mydoe\15DDDB

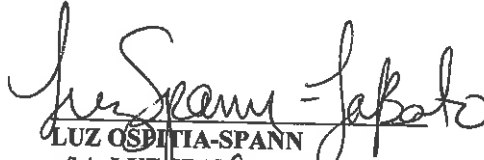

The street address of the Property is: 5 Wabash Road, Marlboro, NJ 07746.

Promises by Grantor. The Grantor promises that the Grantor has done no act to encumber the property.

This promise is called a "covenant as to grantor's acts (N.J.S.A. 46:4-6). This promise means that the Grantor has not allowed anyone else to obtain any legal rights, which affect the property (such as by making a mortgage or allowing a judgment to be entered against the Grantor).

Signatures. The Grantor signs this Deed as of the date at the top of the first page.

Witnessed by:

Jeffrey P. Ferrier
Attorney at Law of the State of New Jersey

Jeffrey P. Ferrier
Attorney at Law of the State of New Jersey


LUZ OSPITIA-SPANN
n/k/a LUZ SPANN-LABATO

ANTHONY LABATO

STATE OF NEW JERSEY
SS.:
COUNTY OF MONMOUTH

I CERTIFY that on November 29, 2010, Luz Ospitia-Spann n/k/a Luz Spann-Labato and Anthony Labato, married, personally came before me and stated to my satisfaction that this person (or if more than one, each person):

- (a) was the maker of the attached deed;
- (b) executed this deed as his / her own act; and,
- (c) made this Deed for \$379,000.00 as the full and actual consideration paid or to be paid for the transfer of title. (Such consideration is defined in N.J.S.A. 46:15-5.)


Jeffrey P. Ferrier
Attorney at Law of the State of New Jersey

RECORD AND RETURN TO:

ELLEN M. GILLESPIE, ESQ. *BTR*
77 NORTH BRIDGE STREET
SOMERVILLE, NJ 08876



***First American
Title Insurance Company***

File Number: LA 29,938

**SCHEDULE C
LEGAL DESCRIPTION**

ALL that certain tract or parcel of land, situated, lying and being in the Township of Marlboro, County of Monmouth, State of New Jersey, more particularly described as follows:

BEING Lot 3, Block 58-H, as shown on a map entitled "Plan of Village Homes at Marlboro Section II, situated in Marlboro Township, Monmouth County, N.J." filed in the Monmouth County Clerk's Office on February 6, 1967, as Case No. 86, Sheet No. 7.

Being further described in accordance with a survey made by Delco Land Surveying Corp. dated November 24, 2010, as follows:

BEGINNING at a point in the westerly line of Wabash Road (50.00 FT. R.O.W.), said point being located a distance of 252.60 feet from the intersection of the said westerly line of Wabash Road, extended with the northerly line of Hastings Road (50.00 FT. R.O.W.), extended, thence:

From said point of beginning-running:

- (1) South 60 degrees 24 minutes 00 seconds West a distance of 200.00 feet to a point, thence;**
- (2) North 29 degrees 36 minutes 00 seconds West a distance of 100.00 feet to a point, thence;**
- (3) North 60 degrees 24 minutes 00 seconds East a distance of 200.00 feet to a point, thence;**
- (4) South 29 degrees 36 minutes 00 seconds East a distance of 100.00 feet to the point of BEGINNING.**

NOTE: Being Lot(s) Lot: 3, Block: 233; Tax Map of the Township of Marlboro, County of Monmouth, State of New Jersey.

NOTE: Lot and Block shown for informational purposes only.

REVISED November 29, 2010



State of New Jersey
SELLER'S RESIDENCY CERTIFICATION/EXEMPTION
(C.55, P.L. 2004)

(Please Print or Type)

SELLER(S) INFORMATION (See Instructions, Page 2)

Name(s)

LUZ OSPITIA-SPANN n/k/a LUZ SPANN-LABATO *AND Anthony Labato*

Current Resident Address:

Street: P.O. Box 57205

City, Town, Post Office

State

Zip Code

New Orleans

LA

70157

PROPERTY INFORMATION (Brief Property Description)

Block(s)

Lot(s)

Qualifier

233

3

Street Address:

5 Wabash Road

City, Town, Post Office

State

Zip Code

Marlboro

NJ

07746

Seller's Percentage of Ownership

Consideration

Closing Date

100

379,000.00

SELLER ASSURANCES (Check the Appropriate Box) (Boxes 2 through 8 apply to Residents and Non-residents)

1. I am a resident taxpayer (individual, estate, or trust) of the State of New Jersey pursuant to N.J.S.A. 54A:1-1 et seq. and will file a resident gross income tax return and pay any applicable taxes on any gain or income from the disposition of this property.
2. The real property being sold or transferred is used exclusively as my principal residence within the meaning of section 121 of the federal Internal Revenue Code of 1986, 26 U.S.C. s. 121.
3. I am a mortgagor conveying the mortgaged property to a mortgagee in foreclosure or in a transfer in lieu of foreclosure with no additional consideration.
4. Seller, transferor or transferee is an agency or authority of the United States of America, an agency or authority of the State of New Jersey, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, or a private mortgage insurance company.
5. Seller is not an individual, estate or trust and as such not required to make an estimated payment pursuant to N.J.S.A.54A:1-1 et seq.
6. The total consideration for the property is \$1,000 or less and as such, the seller is not required to make an estimated payment pursuant to N.J.S.A. 54A:5-1-1 et seq.
7. The gain from the sale will not be recognized for Federal income tax purposes under I.R.C. Section 721, 1031, 1033 or is a cemetery plot. (CIRCLE THE APPLICABLE SECTION). If such section does not ultimately apply to this transaction, the seller acknowledges the obligation to file a New Jersey income tax return for the year of the sale (see instructions).
 No non-like kind property received.
8. Transfer by an executor or administrator of a decedent to a devisee or heir to effect distribution of the decedent's estate in accordance with the provisions of the decedent's will or the intestate laws of this state.

SELLER(S) DECLARATION

The undersigned understands that this declaration and its contents may be disclosed or provided to the New Jersey Division of Taxation and that any false statement contained herein could be punished by fine, imprisonment, or both. I furthermore declare that I have examined this declaration and, to the best of my knowledge and belief, it is true, correct and complete. By checking this box I certify that the Power of Attorney to represent the seller(s) has been previously recorded or is being recorded simultaneously with the deed to which this form is attached.

11/29/2010
Date

11/29/2010
Date

Luz Spann Labato
Signature

(Seller) Please Indicate if Power of Attorney or Attorney in Fact

[Signature]
Signature

(Seller) Please Indicate if Power of Attorney or Attorney in Fact

MAURO, SAVO, CAMERINO, GRANT & SCHALK
77 NORTH BRIDGE STREET
SOMERVILLE, NEW JERSEY 08876
(908) 526-0707
FACSIMILE (908) 725-8483

December 8, 2010

Mr. Nicholas Ursino
Cerebral Palsy Association of Middlesex County
10 Oak Drive
Roosevelt Park
Edison, New Jersey 08837

Re: LUZ SPANN-LABATO & ANTHONY LABATO to
CEREBRAL PALSY ASSOCIATION OF MIDDLESEX COUNTY
5 Wabash Road
Marlboro, NJ

Dear Mr. Ursino:

Enclosed please find the following documents for your **safekeeping** in connection with the above transaction:

- Original DEED referenced above which was recorded in the Middlesex County Clerk's Office on December 2, 2010 in Deed Book 8865 page 1486.

Kind regards.

Very truly yours,


Ellen M. Gillespie

EMG/bjs
Enclosure

STATE OF NEW JERSEY
 DEPARTMENT OF HUMAN SERVICES
 ANNEX B: CONTRACT INFORMATION FORM
 PAGE OF

AGENCY: NJ Institute for Disabilities
 (formerly Cerebral Palsy Association of Middlesex County)
 Address: 10A Oak Drive
 Edison, N.J. 08837
 Phone: (732) 549-6187
 Chief Executive Officer: Dominic M. Ursino
 Prepared by: Madalena Crespo
 CONTRACT: 03MX15-C

Agency Federal I.D. #: 22-1554528
 Charities Registration #: 2019-00228
 Non-Profit Agency X For-Profit Agency
 Budget Period: 07/01/14 TO 06/30/15
 Schedules Completed: 1 2 3 4 5 6
 Cash Basis or Accrual Basis X

Public Agency
 Agency Fiscal Year End: 6/30

Date: 6/24/14

Contracting Division	Contract #	Column # and Program Name	Reimbursable Ceiling	Type of Service	Contract Type	Payment Method	Division Contact Person	Provider Agency Contact Person & Telephone#
DDD	03MX15-C	GH067 - GH I	410,257	Group Home	CR	Auto	T. O'Neill	Robert Gross (732) 549-6187
		GH122 - GH II	797,461	Group Home	CR	Auto	T. O'Neill	
		GH244 - GH III	478,924	Group Home	CR	Auto	T. O'Neill	
		GH352 - GH IV	494,684	Group Home	CR	Auto	T. O'Neill	
		GH371 - GH V	439,882	Group Home	CR	Auto	T. O'Neill	
		GH370 - GH VI	517,862	Group Home	CR	Auto	T. O'Neill	
		GH669 - GH VII	513,857	Group Home	CR	Auto	T. O'Neill	
		GH623 - GH VIII	522,289	Group Home	CR	Auto	T. O'Neill	
		GH796 - GH IX	360,580	Group Home	CR	Auto	T. O'Neill	
		GH888 - GH X	494,630	Group Home	CR	Auto	T. O'Neill	
		GH 1052- Royal Oaks	382,600	Group Home	CR	Auto	T. O'Neill	

Expenditure Report: I certify that the expenditures reported herein are current, accurate, and in accordance with the contract budget and the governing principles for determining costs.

Budget: I certify that the cost data used to prepare this contract budget is current, complete and in accordance with the governing principles for determining costs.

Fiscal Officer
 Robert Gross, Controller
 (Sign here for Expenditure Reports, only)

Agency Authorized Signatory
 Dominic M. Ursino, President
 (Sign here for Budgets, only)

Division Use Only
 Contract # _____
 Effective Dates to _____
 Division _____

STATE OF NEW JERSEY
DEPARTMENT OF HUMAN SERVICES
ANNEX B: CONTRACT INFORMATION FORM
PAGE OF

AGENCY: NJ Institute for Disabilities
(formerly Cerebral Palsy Association of Middlesex County)
Address: 10A Oak Drive
Edison, N.J. 08837
Phone: (732) 549-6187
Chief Executive Officer: Dominic M. Ursino
Prepared by: Madalena Crespo
CONTRACT: 03MX15-C

Agency Federal I.D. #: 22-1554528
Charities Registration #: 2019-00228
Non-Profit Agency For-Profit Agency
Budget Period: 07/01/14 TO 06/30/15
Schedules Completed: 1 2 3 4 5 6
Cash Basis or Accrual Basis

Public Agency
Agency Fiscal Year End: 6/30

Contracting Division	Contract #	Column # and Program Name	Reimbursable Calling	Type of Service	Contract Type	Payment Method	Division Contact Person	Provider Agency Contact Person & Telephone#
DDD	03MX15-C	GH 1468 - CARE1	600,110	GH 1468	CR	Auto	T. O'Neill	Robert Gross (732) 549-6187
		GH 1594-CARE2	465,197	GH 1594	CR	Auto	T. O'Neill	
		SA363 - SUP APT	459,234	Sup Apt	CR	Auto	T. O'Neill	
		SL037 - SUP LIV	104,776	Sup Liv	CR	Auto	T. O'Neill	
		AT4021 - ATC I	1,287,571	Day Program	CR	Auto	T. O'Neill	
		AT4035 - ATC II	1,483,376	Day Program	CR	Auto	T. O'Neill	
		AT4041 - ATC III	1,885,766	Day Program	CR	Auto	T. O'Neill	
		AT4055A-AT IV	595,656	Day Program	CR	Auto	T. O'Neill	
		AT4402 - S.E.S.	98,824	Sup Emp	CR	Auto	T. O'Neill	
		AT4058-AT PLUS	806,245	Day Program	CR	Auto	T. O'Neill	
Total			13,197,981					

Division Use Only

Budget: I certify that the cost data used to prepare this contract is current, complete, and in accordance with the governing principles for determining costs.

Expenditure Report: I certify that the expenditures reported herein are current, accurate, and in accordance with the contract budget and the governing principles for determining costs.

Contract # _____
Effective Dates _____ to _____
Division _____

Agency Authorized Signatory
Dominic M. Ursino, President
(Sign here for Budgets, only)

Fiscal Officer
Robert Gross, Controller
(Sign here for Expenditure Reports, only)

**NEW JERSEY DEPARTMENT OF HEALTH
DIVISION OF CERTIFICATE OF NEED AND LICENSING**

Presents, pursuant to N.J.S.A. 26:2H-1 et seq.,

this

LICENSE

to

WELLTOWER OPCO GROUP LLC

which is hereby licensed to operate

Sunrise Assisted Living of Marlboro

3A SOUTH MAIN STREET - MARLBORO, NEW JERSEY 07746

a(n):

ASSISTED LIVING RESIDENCE

110 ASSISTED LIVING BEDS



A handwritten signature in black ink, appearing to read "Sherreef M. Elmahal".

Sherreef M. Elmahal, MD, MBA
Commissioner

License #: 0L9278

Effective: 01/01/2019

Expires: 12/31/2019

Issued: 11/26/2018

MUST BE POSTED IN A CONSPICUOUS PLACE IN THE FACILITY
THIS LICENSE IS NOT TRANSFERABLE, APPLIES ONLY TO THE ABOVE LOCATION, AND TERMINATES ON NOTICE BY THE DEPARTMENT

RENAISSANCE HEALTH NETWORKS LLC
1300 SEA GIRT AVENUE
SEA GIRT, NJ 08750-0000

STATE OF NEW JERSEY
DEPARTMENT OF COMMUNITY AFFAIRS
DIVISION OF CODES AND STANDARDS

LICENSE TO OWN AND OPERATE

ISSUED TO: RENAISSANCE HEALTH NETWORKS

LICENSE CAPACITY: 27

LICENSE ISSUED: October 25, 2018



FACILITY TYPE:
RHC/F

FACILITY ADDRESS:
196 RT 79
WICKATUNK, NJ

FACILITY #: 1328-0008

EXPIRATION DATE September 30, 2019

This license is issued pursuant and subject to Reorganization Plan No. 002-2005; N.J.S.A. 26:2H-1 et seq. and is valid only for the person or organization it is issued to and only to own and/or operate the facility indicated herein.

This renewal license is also subject to suspension or revocation, after opportunity for a hearing, in the event of non-compliance with applicable licensing requirements.

Issuance of this renewal license is for the purpose of allowing continued operation and is not evidence of any determination that the facility is currently in compliance with applicable state regulations.

A handwritten signature in black ink, appearing to read "Bernard Raywood".

Bernard Raywood
Bureau of Rooming and Boarding House Standards

Appendix M:
Municipally Sponsored 100% Affordable Projects Documentation



Housing That Supports Independence
1 Freedom Boulevard, Lawrenceville, NJ 08648

Phone: 609-278-0075 / Fax: 609-278-1250 / Web: www.projectfreedom.org

Timothy J. Doherty
Executive Director

Norman Smith
Assoc Executive Director

Stephen J. Schaefer
Chief Financial Officer

Tracee Battis
*Director of Housing
Development*

Executive Board

C. Herbert Schneider
Chair
Timothy J. Lutz
Vice Chair
Mark E. Laccetti
Treasurer
Daniel Surtz
Secretary

Trustees

Mark S. Alper
Gary R. Backinoff
Jack Blair, Jr.
Kelly Borden
Kristie Bouryal
Kelly Boyd
Robert Buda, Jr.
James Colitsas
Elaine Downs.
Scott Elliott
David R. Fraytak
Deborah Gershen Gennello
Matthew G. Markovich
Sheree Sachs McGowan
Karol Moss
John J. Sheridan IV
Norman Smith

Trustees Emeritus

Robert J. Buda,
Stacey M. Geurds
Senator Peter Inverso
Mervin Platt
W. William Saul
Alfred W. Wensley

October 16, 2019

**Peter Van den Koy, PP, AICP
CME Associates
1460 US Route 9 South
Howell, NJ 07731**

Re: Marlboro Township

Dear Mr. Van den Koy:

Please accept this as our Letter of Interest to develop affordable housing in the Township of Marlboro.

Project Freedom, Inc., is a 501(C)(3) non-profit housing developer whose mission is to develop affordable housing for people with disabilities as well as for families in need of affordable housing. We are celebrating our 35 anniversary this year. Project Freedom has developed over 624 units of all barrier-free housing across the State of New Jersey. Our usual model is a 100 percent affordable rental project with 72 units utilizing the federal low income housing tax credit program. There is a 25 percent set-aside (18 units) for people with disabilities. The other 54 units are available for families. However, because our units are all barrier-free, there is a federal priority given to persons in a wheel chair or otherwise in need of a mobility device. So, our Projects tend to have more supportive housing than the required 25 percent.

Project Freedom would appreciate the opportunity to participate with Marlboro Township in developing affordable housing with a set-aside for special needs.

Project Freedom, Inc.



Timothy J. Doherty, Executive Director

Project Freedom Inc is a 501(c)(3) not for profit organization dedicated to developing, supporting and advocating opportunities for independent living for persons with disabilities. Your donation is tax-deductible to the extent permitted by law. Please consult with your tax advisor for additional details.

"Like" us on [Facebook.com/ProjectFreedomInc](https://www.facebook.com/ProjectFreedomInc)

Marlboro Township Group Home Program Policies and Procedures Manual

Introduction

These program guidelines have been prepared to assist the Township of Marlboro in administering a special needs affordable housing program. It will serve as a guide to program staff. The guidelines in this manual describe the basic content and operation of the program. The intent of the program is to provide assistance to providers of special needs housing facilities in the form of either financial assistance, or donations of land when available. The program is intended to be flexible so as to be responsive to changes in regulations, procedures, and the needs of special needs housing providers.

Fair Housing and Equal Housing Opportunities

Implementation of any policy or procedure, including any policy or procedure not included in these guidelines, shall be in accordance with the Federal Fair Housing Act and Equal Opportunities laws, the Uniform Housing Affordability Controls (UHAC) N.J.A.C. 5:80-26.1 et seq, and the affordable housing laws of the Township of Marlboro.

In accordance with the Federal Fair Housing Act and Equal Opportunities laws, it is unlawful to discriminate against any person making application to buy or rent a home with regard to age, race, religion, national origin, sex, gender identity or expression, handicapped, familial status, or source of lawful income used for mortgage or rental payments.

Eligible Participants

Participants eligible to participate in the program are special needs housing providers that are either currently licensed, or can demonstrate eligibility to receive a license from the state of New Jersey to operate an alternative living arrangement facility, as defined by N.J.A.C. 5:93-1.3, or any assisted living residence if licensed by the New Jersey Department of Health.

Program Area

The program area will be scattered sites located throughout the Township of Marlboro. Any property within the Township which is zoned to permit residential uses as a principal permitted use, or a conditionally permitted use shall be eligible for participation in the program. Participation in this program does not guarantee or waive any other subdivision, variance, or site plan approval as may be required from the Township Planning Board or Zoning Board of Adjustment respectively.

Administration

The Marlboro Township Group Home Program shall be administered by the Township's Affordable Housing Administrative Agent, or any other qualified entity or person(s) appointed by the Township Council.

Income Limits

All residents of any group home, alternate living facility, or assisted living facility that participates in the Marlboro Township Group Home Program shall be income qualified as moderate, low, or very low income single-person households in accordance with the regional income limits established by the Township, and in accordance with the Township's affordable housing ordinance, found in Chapter 70 of the Marlboro Township code.

Eligible Activities

The following activities and improvements related to the construction, conversion, or rehabilitation of a residential dwelling for the purposes of providing special needs housing, alternate living arrangements, or assisted living facilities, shall be considered eligible for funding through the Marlboro Township Group Home Program:

- Acquisition of land.
- Construction costs associated with the development of a group home, special needs housing facility, alternate living arrangement facility, or assisted living facility.
- Construction costs associated with renovating, rehabilitating, or converting a residential dwelling into a group home, special needs housing, alternate living arrangement facility, or assisted living facility, in accordance with any applicable building codes of the Township, or licensing requirements of the State licensing agency.
- Installation of fire suppression system.
- Any other renovation or construction activity necessary to make a residential dwelling eligible for use as a licensed group home, alternative living arrangement, special needs housing, or assisted living facility.

Ineligible Improvements

Any activities which are not necessary to bring a residential dwelling or structure into compliance with any codes or requirements of the licensing agency of the State of New Jersey. Activities which are luxury improvements, or primarily cosmetic in nature. Such improvements include but are not limited to:

- Building additions that do not provide additional bedrooms.
- Conversions of a basement, garage, or porch into living space.
- Repairs to accessory structures.
- Furnishings.
- Pools.
- Landscaping.
- Replacement or repair of appliances.

Rehabilitation/Construction Standards

All construction, renovation, or rehabilitation activities shall be performed in accordance with all applicable building codes of the Township of Marlboro, the New Jersey State Housing Code N.J.A.C. 5:28 et seq, the Rehabilitation Subcode N.J.A.C. 5:23-6 et seq, and any licensing requirements of the State licensing agency.

Application Process and Submission Requirements

All applicants for funding through the program shall fill out an application form available in the Township Clerk's office. The following information shall accompany each application:

- A statement of the purpose of the proposed facility, indicating the special needs population to be served, the number of bedrooms to be provided, the number of residents to be served, and the staffing requirements for the facility.
- A statement regarding the history of the company which will operate the facility, including the name, address, and a description of other facilities in the region owned or operated by the applicant.
- A development pro-forma identifying costs of land acquisition, construction, and other costs associated with licensing and required approvals.
- A statement identifying the source(s) of funding to be used.
- A development timetable.
- A copy of the license issued by the appropriate state agency that permits the applicant to own and/or operate a group home, alternate living arrangement, special needs housing facility, or assisted living facility, or a copy of the application for such a license.

Application Selection

Applicants for participation in the Township Group Home Program will be interviewed by the administrator of the program, and will be selected for funding based on their ability to demonstrate a need for additional funds, and based on demonstrating the viability of the proposed project based on the materials submitted during the application process, and demonstration that the applicant has experience in successfully operating similar facilities elsewhere in the Township, or in the region.

Preferential status will be given to any facility that provides supportive needs housing that targets the needs of military veterans or first responders.

Funding Terms

Funding through the Marlboro Township Group Home Program shall be in the form of a 10-year, no interest loan, from the Township's affordable housing trust fund. The loan shall be 100% forgivable so long as the group home facility remains in operation on the property for the duration of the 10-year loan period. If the owner of the property decides to sell the property, transfer title, or otherwise discontinue the use of the property as a special needs housing facility, group home, alternate living arrangement, or assisted living facility, prior to the end of the duration of the 10-year loan period, 100% of the original loan shall be due, and repaid to the Township's affordable housing trust fund.

The amount of funding available to any single applicant shall be a minimum of \$7,500.00 per bedroom which will serve a special needs population, up to a maximum of \$60,000.00 per project. However, alternatives will be considered on a case by case basis, depending on the availability of funding, and the volume of applications received.

The applicant will also be required to place a 30-year deed restriction for affordability controls on the property.

Terms and Conditions

A 10 year lien against the property will be recorded in a mortgage, mortgage note, and deed restriction. The property owner agrees to rental affordability controls for the life of the mortgage, mortgage note, and the required 30 year deed restriction for affordability controls.



BCUW / MADELINE
PARTNERSHIP

Special homes for very special people

6 Forest Avenue
Paramus, NJ 07652
T 201-291-4050 | F 201-291-0681

555 10th Street
Palisades Park, NJ 07650
T 201-944-3222 | F 201-944-3422

www.bcuw-madeline.org

June 3, 2019

Peter Van Den Kooy, PP, AICP
Director of Planning
CME Associates
1460 U.S. Rt. 9 South, Howell, NJ 07731

Re: Marlboro Township Affordable Housing

Dear Peter:

Thank you for the opportunity to express our interest in serving Marlboro Township to assist in developing affordable housing.

While we develop a variety of affordable housing, supportive housing is a particular focus of our activities and I understand the category of housing the Township has interest in building.

We would welcome an opportunity meet with Township officials as you deem appropriate and explore opportunities.

Thank you again for the opportunity to be of service.

Sincerely,

Thomas M. Toronto
Co-Manager
BCUW/Madeline Housing Partners

Mattie House Expansion: Statement of Compliance with NJAC 5:93-5.5

The proposed expansion of the Mattie House facility located at 86 Conover Road will consist of 8 additional bedrooms to be provided by the current operator of the facility, Mattie House, which is owned and operated by the New Hope Foundation, Inc. The proposed expansion will occur on adjacent property at Block 157, Lot 34.01, which is currently vacant and owned by the New Jersey Department of Human Services (see attached property tax card). In 2015, the State proposed to dispose of a 100' x 230' portion of this property by donating it to the New Hope Foundation Inc, for the expansion of Mattie House (See attached letter). The Township and its consultant team have been coordinating with the State of New Jersey Office of Real Property Acquisition and Disposition personnel in 2019 in order to move the project forward. The State has indicated that it remains amenable to moving forward with the disposition.

In addition to the donation of lands from the state, the project would be funded by Mattie House and the New Hope Foundation, Inc. as the owners and operators of the facility. Mattie House would administer this project. In the event that there is a funding shortfall, the Township would provide additional supplementary funding through its Affordable Housing Trust Fund, or through municipal bonding through the pending Resolution of Intent to Bond, if necessary.

The site is currently vacant. Construction on the proposed expansion is anticipated to take place as follows:

Task	Duration	Target Date
Prepare Site Plans	60 days	Summer 2020
Submit Site Plans	-	Fall 2020
Planning Board Approval	90 days	Winter 2021
Prepare Construction Drawings	60 days	Winter 2021
Obtain Building Permits	60 days	Spring/Summer 2021
Construction	365 days	Spring/Summer 2022

State Hospital Group Home: Statement of Compliance with NJAC 5:93-5.5

The proposed group home facilities to be established on the former state hospital site located on Newman Springs Road will consist of two separate facilities, each to consist of a 3-bedroom group home, for a total of 6 bedrooms. The site located at Block 159, Lot 11, is owned by the State of New Jersey, Department of Human Services (See attached property tax card). The Township and its consultant team has discussed the proposed project with the State of New Jersey Office of Real Property Acquisition and Disposition personnel on several occasions in 2019 and is currently coordinating with them to move the land acquisition process forward.

It is the Township's understanding that the State of New Jersey will be contracting directly with a developer of special needs housing facilities in order to implement this project. The group home will be administered by a licensed special needs facility operator to be selected by the State.

Public water and sewer is planned to be extended to service the proposed project (See attached water and sewer extension drawings). It is anticipated that the water line installation project will take about 6 months to complete upon commencement of the water line project. As of November 2019 the water line project is in the project review and response phase with the State of New Jersey and the Marlboro Water Utility Division. The project is anticipated to be funded by available State and Federal funding sources. In the event that there is a funding shortfall, municipal Trust Funds could be utilized to bridge any potential funding gap. In addition, the Township is adopting a Resolution of Intent to Bond.

The site is currently vacant. While construction is ultimately contingent upon State action, the construction of the proposed project is envisioned to take place as follows:

Task	Duration	Target Date
Prepare Site Plans	60 days	Summer 2020
Submit Site Plans	-	Fall 2020
Planning Board Approval	90 days	Winter 2021
Prepare Construction Drawings	60 days	Winter 2021
Obtain Building Permits	60 days	Spring/Summer 2021
Construction	365 days	Spring/Summer 2022

ASSESSOR'S OFFICE
MARLBORO TOWNSHIP
1979 TOWNSHIP DRIVE
MARLBORO, NJ 07746

PRESORTED
FIRST-CLASS MAIL
U.S. POSTAGE PAID
FREEHOLD NJ
PERMIT #1

DISTRICT: MARLBORO TWP

NOTICE OF PROPERTY TAX ASSESSMENT FOR 2020 DATE MAILED: 11/15/19
THIS NOTICE IS REQUIRED UNDER N.J.S.A. 54:4-38.1 #014175
BLOCK: 157 LOT: 34.01 QUAL:

PROPERTY LOCATION: 88 CONOVER ROAD CLASS: 15C

LAND: 2,427,600 BUILDING: 761,300 TOTAL: 3,188,900

NET PROPERTY TAXES BILLED FOR 2019 2019 ASSESSMENT
WERE: \$0.00 TOTAL: 3,188,900

THIS IS NOT A BILL. SEE OTHER SIDE FOR APPEAL INFORMATION.

STATE OF NJ DEPT OF HUMAN SERVICES
CN 229
TRENTON, NJ 08625

APPEAL INSTRUCTIONS

If you agree with the assessed value shown, you do not need to do anything.

If you disagree with the assessed value shown, you may file an appeal with the Monmouth County Board of Taxation. Forms, instructions and a guide to the process Understanding Property Assessment Appeals for Monmouth County may be obtained at <https://secure.njappealonline.com> or through your municipal assessor at the address printed on the reverse of this notice.

Assessment appeals filed with the Monmouth County Board of Taxation must be filed **on or before January 15 or 45 days from the date mailed**, as it appears on the front of this notice, **whichever date is later**.

Also, note that the Monmouth County Board of Taxation has developed an online appeal system accessed via <https://secure.njappealonline.com>. Traditional "paper" appeals are also available at your municipal assessor's office.

If the assessed value exceeds \$1,000,000, you have the option of filing your appeal directly with the Tax Court at PO Box 972, Hughes Justice Complex, Trenton, New Jersey 08625. Pursuant to N.J.S.A. 54:3-21(a)(2), all assessment appeals filed directly to the Tax Court must be filed **on or before April 1 or 45 days from the date mailed** as it appears on this assessment notice, **whichever date is later**.

Forms which you may use to file your complaint may be found at <http://www.judiciary.state.nj.us/taxcourt/dcmform.html>

This assessment will be used to calculate your property tax bill. Do not multiply last year's property tax rate by the current year's assessment value to determine taxes for the current year.



State of New Jersey

DEPARTMENT OF TREASURY
DIVISION OF PROPERTY MANAGEMENT & CONSTRUCTION
OFFICE OF REAL PROPERTY ACQUISITION & DISPOSITION
PO BOX 229
TRENTON NJ 08625-0229

CHRIS CHRISTIE
Governor

KIM GUADAGNO
Lt. Governor

ANDREW P. SIDAMON-ERISTOFF
State Treasurer

STEVEN SUTKIN
Director

May 1, 2015

Honorable Jonathan Hornik
Mayor of Marlboro Township
Town Hall
1979 Township Drive
Marlboro, NJ 07746

Re: RPR: 15-13, Disposal
Former Marlboro Psychiatric Hospital
Vacant Land
Block: 157, p/o Lot: 34.01
Marlboro Township, Monmouth County

Dear Mayor Hornik:

The Department of Treasury proposes disposing of a 100' x 230' parcel of vacant land on the former Marlboro Psychiatric Hospital site to the only adjacent property owner, New Hope Foundation Inc., for the expansion of their existing facility, subject to State House Commission approval.

This notification is being made in accordance with N.J.S.A. 52:31-1.8. If you have any other comments regarding this action, we would appreciate your response by May 15, 2015. If any additional information is required, you may contact our office at (609) 292-9694.

Respectfully,

Robert J. Shaughnessy, Jr., Assistant Deputy Director
Office of Real Property Acquisition & Disposition



JCapp

From: Painton, Mary [Mary.Painton@treas.nj.gov]
Sent: Wednesday, May 13, 2015 10:54 AM
To: JCapp
Subject: Mattie House Plans
Attachments: 001 (2) (2).pdf

Mary Painton, Property Manager

State of New Jersey, Department of Treasury

Division of Property Management & Construction

33 W. State St., 9th Fl.

PO Box 229

Trenton, NJ 08625-0229

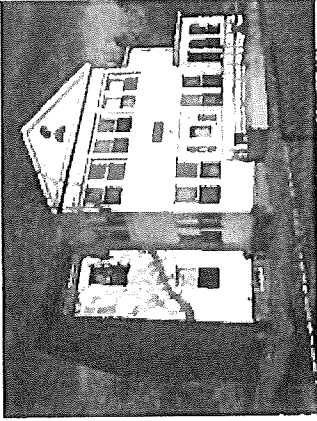
609-292-9694 office

Mary.Painton@treas.nj.gov

"I go to nature to be soothed and healed, and to have my senses put in tune once more"

John Burroughs, American Naturalist

Mattie House Property Plan - 2014



Mattie House; c. 1875
Block 157, Lot 34.02

The existing building is located on approximately 1 acre (190 frontage on Conover Road X 230 deep).

The building plan includes a new facility of approximately 4000 SF with 20+ beds. The existing facility must remain in operation and the rear piece of the existing parcel is used 24/7 for parking and building access.

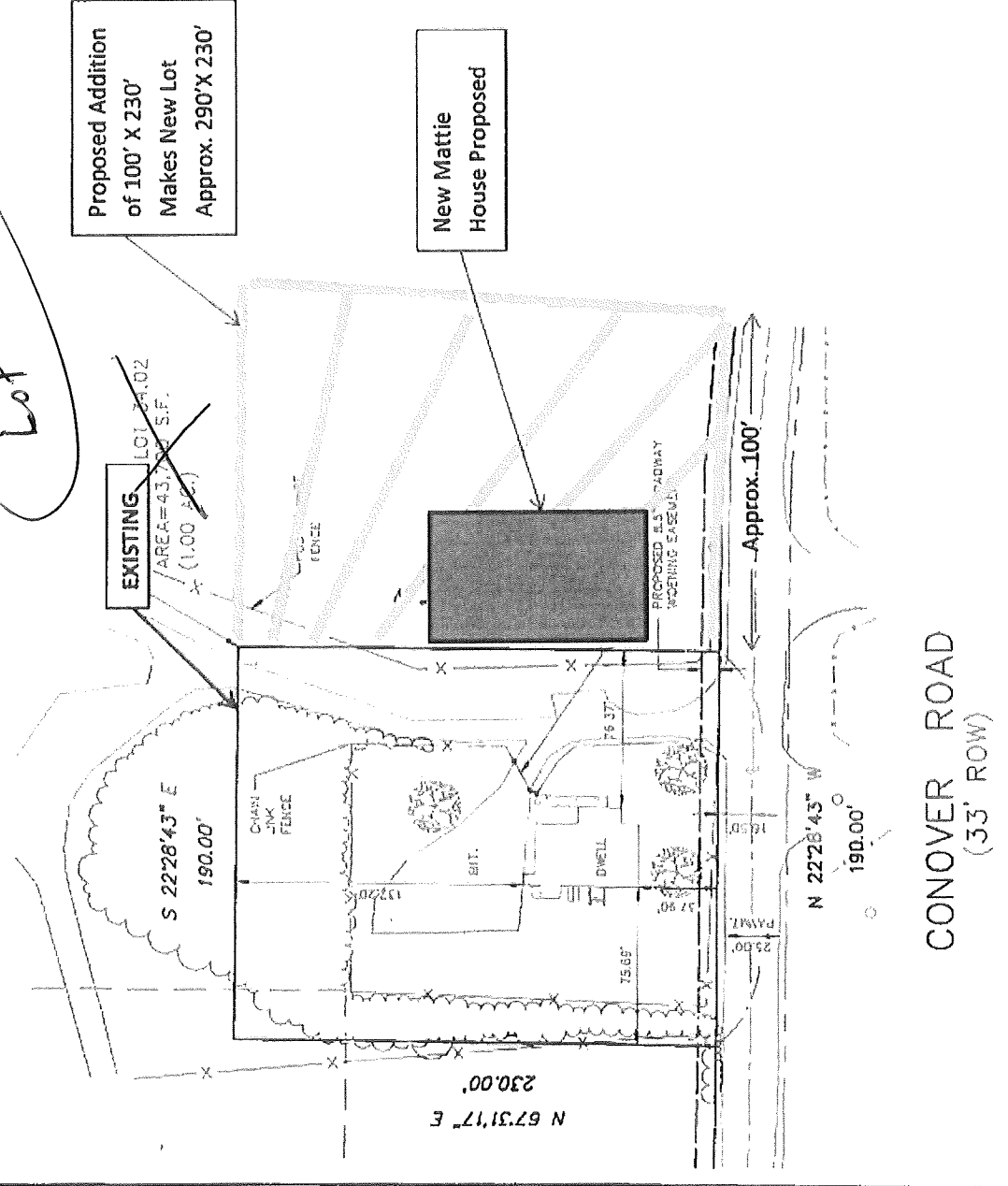
The Mattie House Project includes a new Mattie House built on part of the existing parcel + 100 feet of frontage just south of the property along Conover Road.

The request is to expand the existing lot to add approx. 100' across Conover Road making the new lot 290X230.

The attached drawings show the project location, the existing parcel and plans for expansion of the property.

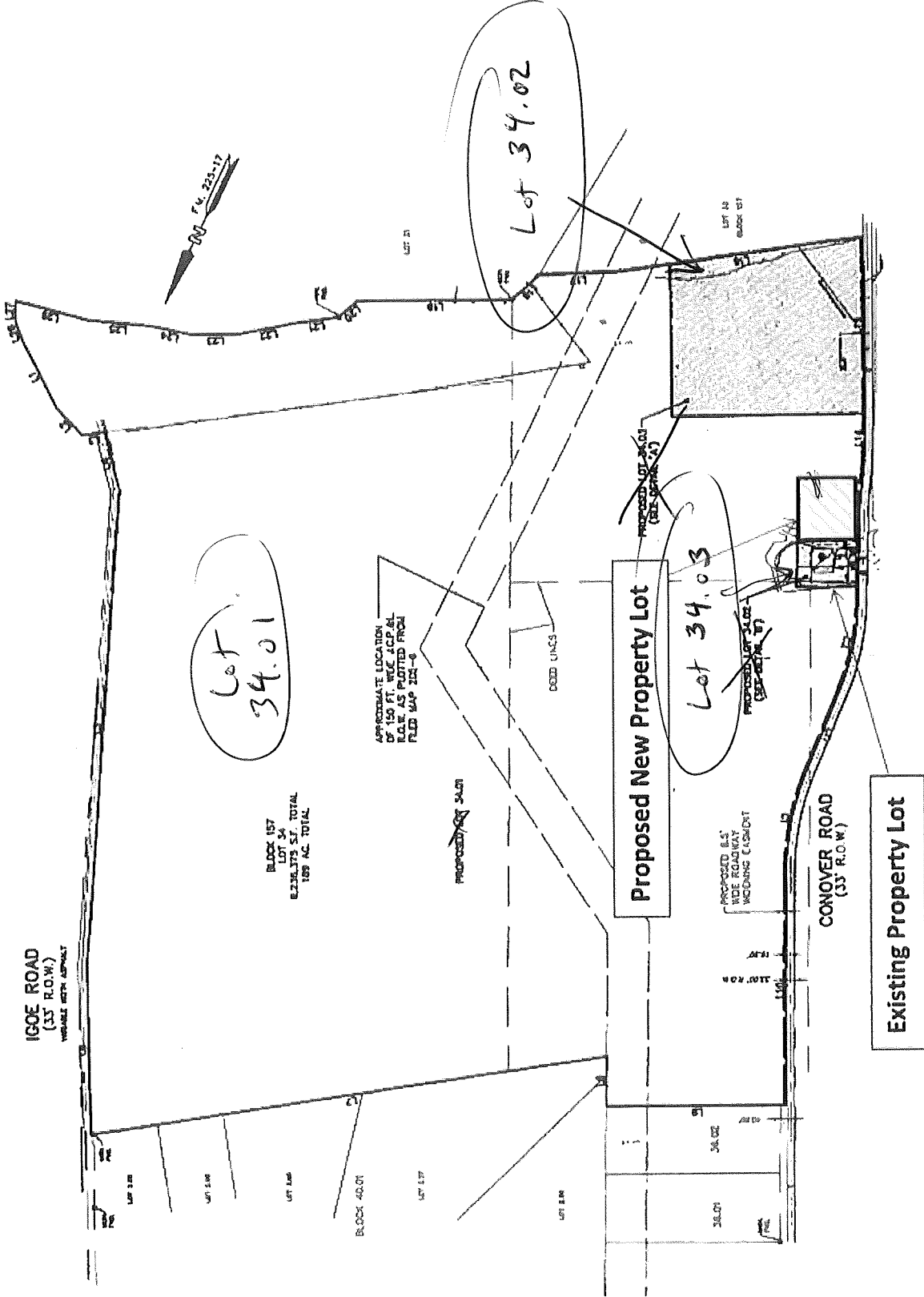
Mattie House Property Plan - 2014

Lot 34.03



11/18/2014 10:57 AM

Mattie House Property Plan - 2014



IGOE ROAD
(33' R.O.W.)
VARIABLE WIDTH ADJUNCT

BLOCK 157
LOT 34
823,175 SF. TOTAL
189 AC. TOTAL

Lot
34.01

APPROXIMATE LOCATION
OF 150 FT. WIDE LOCAL
ROAD AS PLATTED FROM
PLAT MAP 322-6

PROPOSED 3/4 AC.

DEED UNCS

Proposed New Property Lot
Lot 34.03

PROPOSED 1/2 AC.
HOME POLYMER
WADING (1/2 AC.)

CONOVER ROAD
(33' R.O.W.)

Existing Property Lot

Lot 34.02



From: [Herrero, Richard](#)
To: [Neumann, Laura](#)
Cc: [Jonathan Capp](#); [Lou Rainone \(LRainone@njrcmlaw.com\)](#); [Van den Kooy, Peter](#); [Martorelli, Wayne](#)
Subject: RE: Hospital Group Home Project
Date: Wednesday, November 13, 2019 1:25:31 PM
Attachments: [image001.jpg](#)
[image006.jpg](#)
[image007.jpg](#)
[image008.jpg](#)
[image009.jpg](#)

Laura – the Group Home project still remains unapproved within the DPMC Plan Review group as a result of not having the prior approval for water supply. Until such time as the water supply is approved and operational, the project will remain on hold. It is anticipated the water line installation project will take about 6 months to complete and is currently in the review and respond status with Marlboro Water Utility Division.

Rich

From: Neumann, Laura [mailto:lauran@cmeusa1.com]
Sent: Wednesday, November 13, 2019 12:28 PM
To: Herrero, Richard <Richard.Herrero@treas.nj.gov>
Cc: Jonathan Capp <jcapp@marlboro-nj.gov>; Lou Rainone (LRainone@njrcmlaw.com) <LRainone@njrcmlaw.com>; Van den Kooy, Peter <pvandenkooy@cmeusa1.com>
Subject: [EXTERNAL] Hospital Group Home Project

Richard,

It has been some time since we've discussed the implementation of the group home project that the State planned off Route 520 in Marlboro. Do you know when the State plans for construction? I am just trying to provide general timeline.

If there is someone specific I should speak to, please advise.

Thanks for your help.

LAURA NEUMANN, PE, PP

Principal



1460 Rt. 9 South, Howell, NJ 07731

P:732.462.7400 M:732.890.6994

lauran@cmeusa1.com

www.cmeusa1.com



Dochney, Christopher

From: Shaughnessy, Robert <Robert.Shaughnessy@treas.nj.gov>
Sent: Monday, July 1, 2019 4:13 PM
To: Dochney, Christopher
Subject: Property Disposition, Marlboro Twp. - Block 157, Lot 34.01

Dear Mr. Dochney,

Please be informed that we received your inquiry concerning the above matter. The proposed disposition has been dormant for several years. However the State of New Jersey has no objection to moving forward subject to the approval of the New Jersey State House Commission. Kindly call with any questions at 609-984-7797. Otherwise please provide convenient times for us to reach you. Thanks.

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PERMIT #1

DISTRICT: MARLBORO TWP

NOTICE OF PROPERTY TAX ASSESSMENT FOR 2020 DATE MAILED: 11/15/19
THIS NOTICE IS REQUIRED UNDER N.J.S.A. 54:4-38.1 #014176
BLOCK: 159 LOT: 11 QUAL:

PROPERTY LOCATION: 156 ROUTE 520 CLASS: 15C

LAND: 8,415,000 BUILDING: 6,386,700 TOTAL: 14,801,700

NET PROPERTY TAXES BILLED FOR 2019 2019 ASSESSMENT
WERE: \$0.00 TOTAL: 14,801,700

THIS IS NOT A BILL. SEE OTHER SIDE FOR APPEAL INFORMATION.

STATE OF NJ DEPT OF HUMAN SERVICES
CN 229
TRENTON, NJ 08625

APPEAL INSTRUCTIONS

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If the assessed value exceeds \$1,000,000, you have the option of filing your appeal directly with the Tax Court at PO Box 972, Hughes Justice Complex, Trenton, New Jersey 08625. Pursuant to N.J.S.A. 54:3-21(a)(2), all assessment appeals filed directly to the Tax Court must be filed **on or before April 1 or 45 days from the date mailed** as it appears on this assessment notice, **whichever date is later**.

Forms which you may use to file your complaint may be found at <http://www.judiciary.state.nj.us/taxcourt/dcmform.html>

This assessment will be used to calculate your property tax bill. Do not multiply last year's property tax rate by the current year's assessment value to determine taxes for the current year.

Marlboro, NJ - Motor Lodge Site Potential Schedule

5/14/2019

<i>Task</i>	<i>Duration in Days</i>	<i>Start / Target Date</i>	<i>Finish</i>
Finalize Affordable Housing Agreement	60	15-Nov-19	14-Jan-20
Confirm Wetland Limits and Finalize Concept Plan	60	15-Sep-19	14-Nov-19
Prepare Engineering Plans & Architectural Schematics	60	14-Nov-19	13-Jan-20
Complete Due Diligence, Studies, Reports and Investigations	90	15-Sep-19	14-Dec-19
Submit Preliminary and Final Site Plan		13-Jan-20	
Planning Board Preliminary and Final Approval	90	13-Jan-20	12-Apr-20
Obtain Preliminary and Final Planning Board Approval		12-Apr-20	
Submit LIHTC Application		15-Jul-20	
Obtain LIHTC AWARD	120	12-Nov-20	
Finalize Architectural Construction Drawings	30	12-Nov-20	12-Dec-20
Perfect Final Engineering & Obtain all Permits	180	12-Dec-20	10-Jun-21
Submit for Building Permit		11-Apr-21	
Building Permit	60	11-Apr-21	10-Jun-21
Obtain Building Permit		10-Jun-21	
Close on Real Estate		10-Jul-21	
Construction	450	10-Jul-21	3-Oct-22
Obtain Certificates of Occupancy (C.O.s)		3-Oct-22	
Total Project Schedule	1053	35.10	2.9
	days	months	years

EXHIBIT I

**DRAFT CONTRACT TO PURCHASE MARLBORO MOTOR
LODGE PROPERTY FROM OWNER**

[REDACTED]

[REDACTED]

3. TIME AND PLACE OF CLOSING. The closing shall take place sixty (60) days after approval of the New Jersey Superior Court for use of its' Affordable Housing Trust Fund to acquire this Property but the closing date shall be no sooner than January 1, 2017. The closing will be held at the offices of DeCotiis, FitzPatrick, & Cole, LLP, or the offices of the Business Administrator of the Township of Marlboro or such mutually convenient place as may be agreed between Purchaser and Seller.

4. EVIDENCE OF TITLE.

(a) Within sixty (60) days of the Effective Date, Purchaser shall have the right to obtain a Survey (as hereinafter defined). Purchaser shall also obtain a commitment ("Commitment") issued by a title insurance company (the "Title Company") of Purchaser's choice for the issuance of an owner's fee policy of title insurance, which Commitment shows title in Seller free and clear of all liens and encumbrances except: (i) those created by or expressly herein required to be assumed by Purchaser; (ii) those specifically set forth in this Agreement; (iii) zoning ordinances; (iv) general and special real estate taxes and assessments that are a lien on the date of Closing, but are not yet due and payable; (v) a state of facts as shown on a Survey (as hereinafter defined) of the Property, provided such facts do not unreasonably or materially interfere with the intended reasonable use of the Property; and (vi) the rights of utility companies to maintain pipes, poles, cables and wires over, on and under the street, the part of the Property next to the street or running to any building or improvement on the Property.

As used herein, "Survey" means a plat or survey of the Property depicting the boundaries of the Property and any rights of way, improvements, easements or servitudes affecting the Property and shall be prepared by a reputable surveyor or surveying firm, licensed in the State of New Jersey.

If and to the extent Purchaser's title commitment shows exceptions other than as permitted above, Purchaser shall give written notice of said items to Seller within five (5) days of receipt of the title insurance binder and shall afford Seller a reasonable period within which to cure said items to the satisfaction of Purchaser's title insurance company. If Seller is unable to cure said items within thirty (30) days, either Seller or Purchaser shall have the right to terminate this Agreement by written notice to the other party. Except for such items as to which Purchaser has objected in the aforesaid notice, Purchaser shall be deemed to have approved the state of the Seller's title.

(b) Seller hereby covenants that on the Closing Date there shall have been no change in the condition of title as approved by Purchaser on receipt of its title commitment. Seller further agrees to deliver marketable title, insurable at regular rates by a Title Company licensed to conduct business in the State of New Jersey.

(c) If defects in title not previously waived in writing by Purchaser appear at Closing for the first time, or if at Closing there are defects in title for which Seller should have provided affirmative insurance or otherwise cured, and said items or defects have not been caused by Purchaser, its agents, employees or contractors, Purchaser may adjourn the Closing Date pursuant to Section 13 of this Agreement.

5. TRANSFER OF OWNERSHIP. At the closing, the Seller shall transfer ownership of the Property to the Purchaser. The Seller shall provide to the Purchaser (or to Purchaser's legal representative) a properly executed Bargain and Sale Deed with Covenants as to Grantor's Acts and an Affidavit of Title plus additional closing documents as deemed necessary by the Purchaser's title company, including but not limited to Seller's Affidavit of Consideration, Seller's Residency/Non-Residency Certification, FIRPTA Affidavit, municipal certificates, Corporate formation documents and Resolutions, Certificates of Good Standing, Certificates of Incorporation and ISRA Letter of Non-Applicability (as applicable). At the closing, the Seller shall transfer ownership of the Property to the Purchaser.

time (collectively, the "Environmental Laws") at, upon, under or within the Property, or, to the best of Seller's knowledge, any contiguous real estate.

ii. Seller has not caused or to their knowledge permitted to occur, and shall not permit to exist, any conditions on the Property which may cause a Hazardous Event at, upon, under or within the Property or on any contiguous real estate.

iii. Seller nor, to the best of their knowledge, any other party has been, is or will be involved in operations at or adjacent to the Property which operations could lead to: (i) the imposition of liability on Seller, Purchaser or any other subsequent or former owner of the Property under the Environmental Laws or any other similar laws or regulations; or (ii) the creation of a lien on the Property under the Environmental Laws or under any similar laws or regulations.

iv. Seller will not knowingly permit any person or entity to engage in any activity on the Property that could lead to the imposition of liability under the Environmental Laws on any such person or entity, or on Seller or Purchaser.

v. Intentionally omitted.

vi. Seller hereby represents that the premises is not heated by oil and that there are no oil tanks on the premises.

vii. Seller represents that there are no septic tanks on the premises.

viii. Should the Property prove to be a contaminated property under the Environmental Laws, the Purchaser shall have the option, in its sole discretion, to declare this Contract null and void ab initio.

(c) THIS CONTRACT FOR SALE OF REAL ESTATE IS CONTINGENT UPON A SATISFACTORY ENVIRONMENTAL INSPECTION OF THE PROPERTY.

7. CLOSING COSTS. At Closing, Seller shall pay or credit on the Purchase Price (i) all delinquent real estate taxes and assessments that are due and payable prior to the Closing Date including penalties and interest provided that such penalties and interest arose in connection with taxes and assessments that accrued prior to the Closing Date; (ii) all other real estate taxes and assessments, Farmland Assessed Rollback Taxes, including assessments for the year of the Closing Date, prorated through the Closing Date and based on a 365-day year; and (iii) any monetary liens and other monetary encumbrances, mortgages, leases, liens and licenses. Fees for recording the deed and any other instrument and conveyance fees shall be paid one hundred percent (100%) by Buyer. Real estate transfer taxes and conveyance fees shall be paid by Seller.

8. ASSESSMENTS FOR MUNICIPAL IMPROVEMENTS. Certain municipal improvements such as sidewalks and sewers may result in the municipality charging the Property owner to pay for the improvement. All unpaid charges (assessments) against the Property for work completed before the closing will be paid by Seller at or before the closing. Seller shall not be liable for any work done or ordered done after the date of closing. If the improvement is not completed prior to or completed after the closing, the Purchaser shall be responsible for the costs of such assessments.

9. ADJUSTMENTS AT CLOSING. The parties agree to adjust the following expenses (to the extent applicable) as of the Closing Date: rent, security deposits, utility fees, municipal water charges, sewer charges,

(g) Change in Facts or Circumstances. If, prior to Closing, Seller becomes aware of any fact or circumstance which would make any Representation or Warranty contained in this Agreement inaccurate, Seller shall promptly notify Purchaser in writing of such fact or circumstance.

(h) No brokerage or leasing commission or other compensation is or will be due or payable to any person, firm, corporation or other entity with respect to or on account of the Property.

(i) Seller has received no notice, and has no knowledge, that the Property is in violation of any Environmental Laws, and to Seller's knowledge there are no underground storage tanks on the Property. Seller further repeats and restates the representations set forth in Section 6 (b) of this Agreement.

(j) Seller has received no notices of assessments for public improvements levied against the Property which remain unpaid.

(k) Seller has no notice and no knowledge of any pending condemnation or eminent domain proceedings which would affect all or any portion of the Property.

(l) There is no action, suit or proceeding pending or, to Seller's knowledge, threatened against or affecting the Property or any portion thereof in any court or before or by any Federal, State, County or Municipal department, commission, board, bureau or agency or other governmental instrumentality.

(m) Seller has not received any notice (a "Defect Notice") from any insurance company which has issued a policy to Seller with respect to the Property or from any board of fire underwriters or rating organization (or other body exercising similar functions). Seller will comply with any Defect Notice at Seller's cost if such notice is received prior to the Closing Date.

(n) Seller has received no notice that the construction, operation or use of any buildings and other improvements located on or constituting the Property violates any zoning, subdivision, building or similar law, ordinance, order or regulation or any certificate of occupancy issued for the Property. Seller has corrected, or to the best of Seller's ability will correct or cause to correct prior to the Closing Date any and all violations or other notices issued by any or all governmental and quasi-governmental authorities.

(o) Seller has no notice and no knowledge of any proceeding pending for the increase of the assessed real estate tax valuation of any portion of the Property. Seller further represents that there are no tax appeals pending with respect to the Property.

(p) Intentionally omitted.

(q) There are no management, employment, service, equipment, supply, maintenance, water, sewer, or other agreements with respect to or affecting the Property which will burden the Property or Purchaser after settlement in any manner whatsoever.

(r) There are no outstanding written or oral agreements of sale, options to purchase, rights of first refusal, leases, ground leases or other documents in effect that may affect the Property.

(s) Seller not been served with notice of and, to the best of the Seller's knowledge, there are no actions, suits, arbitrations or legal or administrative proceedings pending in any court, tribunal, agency or other forum,

13. CONDITIONS PRECEDENT TO CLOSING

I. Purchaser's obligation to consummate its purchase and to make payment of the Consideration shall be subject to, without limitation, the satisfaction on or before the Closing Date of each of the following conditions precedent:

(a) The Seller delivering title to the Property in accordance with the provisions hereof and a final examination of title to the Property shall reveal that no title defects or exceptions exist, except for those set forth in Section 4 (a) of this Agreement.

(b) The Seller's Representations and Warranties herein shall be true and correct in all material respects as of the date of Closing as if made on and as of that date.

(c) At Closing, there shall be no administrative agency, litigation or governmental proceeding of any kind whatsoever, pending or threatened against the Seller, that would materially and adversely affect the Property prior to or after Closing.

(d) Purchaser shall have obtained approval for and adopted such Municipal Ordinance necessary for the purpose of approving the acquisition of the Property in an amount equal to the Consideration (\$[REDACTED]).

(e) Purchaser receiving approval of the New Jersey Superior Court to use its' Affordable Housing Trust Fund monies to fully fund the acquisition of the Property.

In the event that any of the conditions precedent referred to above, or any of the Representations and Warranties set forth in this Agreement, are not true as of the date of Closing, then Purchaser shall have the option to (i) extend the Closing for such time as is necessary to satisfy the condition and to expend such sums of money in order to satisfy such conditions, which sums will be credited against the Consideration, or (ii) terminate this Agreement by written notice to the Seller.

II. Seller's obligation to consummate transfer of title to the Property shall be subject to, without limitation, the satisfaction on or before the Closing Date of the following conditions precedent:

(a) The Purchaser's Representations and Warranties herein shall be true and correct in all material respects as of the date of Closing as if made on and as of that date.

14. DEFAULT.

(a) If Purchaser materially defaults under this Agreement, Seller shall have the right to terminate this Agreement upon written notice thereof to Purchaser, and if Purchaser shall fail to cure the default within five (5) business days thereafter, whereupon Seller shall be entitled to any and all damages entitled to Seller by the Laws of the State of New Jersey.

(b) In the event that Seller fails to consummate this Agreement for any reason other than Purchaser's default or the permitted termination of this Agreement by Seller or Purchaser as herein expressly provided, Purchaser shall be entitled to terminate this Agreement and or to seek specific performance or any and all damages entitled to Purchaser by the Laws of the State of New Jersey.

26. SEVERABILITY. If any one or more of the provisions contained in this Contract shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions hereof and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

27. NOTICES. All notices under this Contract must be in writing. The notices must be delivered personally, sent via recognized overnight courier, or sent by certified mail, return receipt requested, by facsimile or electronic mail, to the parties (or the parties' legal representative(s)) at the address included in the Contract as follows.

Notices to the Purchaser shall be sent to the attention of:

TOWNSHIP OF MARLBORO
1979 Township Drive
Township of Marlboro, New Jersey 07746
Attn: Jonathan Capp, Business Administrator

With A Copy To:

LOUIS N. RAINONE, Esq.
DeCotiis, FitzPatrick, & Cole, LLP
500 Frank W. Burr Blvd.
Teaneck, New Jersey 07666

Notices to the Seller shall be sent to the attention of:

MARLBORO MOTOR LODGE, INC.
PO BOX 809
Manalapan, New Jersey 07726
Attn: Joseph Youssouf, Esq.

With A Copy To:

MS. EMILY YOUSOUF
250 South End Avenue
PH1C
New York, NY 10280

[SIGNATURE PAGE FOLLOWS]

SIGNED AND AGREED TO BY:

WITNESSED:

TOWNSHIP OF MARLBORO,
A Municipal corporation of the State of New Jersey

Alida Manco , Township Clerk

By: _____
Jonathan Hornik, Mayor

WITNESSED:

MARLBORO MOTOR LODGE, INC.
By:

By: _____

By: _____

ORDINANCE #2012-11

AN ORDINANCE APPROPRIATING \$5,275,000.00 FROM THE
AFFORDABLE HOUSING TRUST FUND FOR THE ACQUISITION
OF THE PROPERTY LOCATED AT 137 ROUTE 9
IN THE TOWNSHIP OF MARLBORO KNOWN AS THE
MARLBORO MOTOR LODGE PROPERTY

WHEREAS, the Marlboro Motor Lodge Property, located at 137 Route 9 and identified as Block 270 Lot 14 on the official tax map of the Township of Marlboro (the "Marlboro Motor Lodge Property") was included as part of the Township's Housing Element and Fair Share Plan dated July 1, 2010; and

WHEREAS, the Housing Element and Fair Share Plan, proposes that the Marlboro Motor Lodge Property be developed with 100% affordable senior rental housing consisting of 92 senior rental units with one unit being set aside for a superintendents unit thus producing 91 units eligible for affordable housing credits; and

WHEREAS, on August 24, 2010, the Municipal Council of the Township of Marlboro (O.2010-18) authorized the Mayor to enter into contract negotiations for the acquisition of the property known as Block 270, Lot 14 on the Official Tax Map of the Township of Marlboro, Monmouth County, New Jersey, commonly known as 137 Route 9 South, Marlboro, New Jersey from Marlboro Motor Lodge, Inc.; and

WHEREAS, by Motion dated November 1, 2010, the Township of Marlboro sought approval to permit the expenditure of funds from its Affordable Housing Trust fund to acquire the Marlboro Motor Lodge Property; and

WHEREAS, by notice dated September 14, 2011 the Commissioner of the Department of Community Affairs notified the Township of Marlboro that she had approved the request to expend Affordable Housing Trust Funds in the amount of \$5,275,000.00 for the acquisition of the Marlboro Motor Lodge Property; and

WHEREAS, the Township is engaged in negotiations with the property owner for acquisition of this parcel; and

WHEREAS, the estimated required funds needed for this purpose are currently available in the Affordable Housing Trust Fund of the Township of Marlboro.

NOW, THEREFORE, BE AND IT IS HEREBY ORDAINED, by the Township Council of the Township of Marlboro, County of Monmouth and State of New Jersey that a sum of \$5,275,000.00 is hereby appropriated for the aforementioned acquisition from the Township of Marlboro Affordable Housing Trust Fund for the Marlboro Motor Lodge Property; and

BE IT FURTHER ORDAINED that the Chief Financial Officer has executed a Certification of Funds and determined that sufficient funds are available for this purpose in the Affordable Housing Trust Fund; and

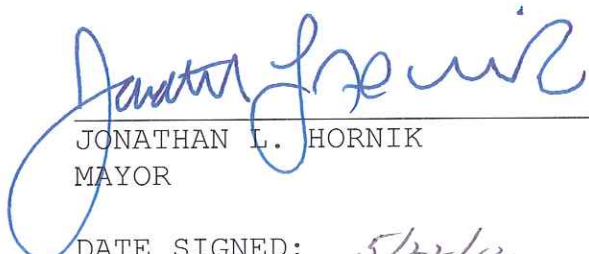
BE IT FURTHER ORDAINED that this Ordinance shall take effect upon passage and publication in accordance with applicable law.

PASSED: May 3, 2012

ADOPTED: May 17, 2012



ALIDA MANCO
MUNICIPAL CLERK



JONATHAN L. HORNIK
MAYOR
DATE SIGNED: 5/22/12

Marlboro Motor Lodge
Senior Affordable Apartments - 9% with PILOT

Project Summary

92 Rental Units
82 One Bedroom Apartments
10 Two Bedroom Apartments

Development Costs

Land Acquisition	\$0
Total Construction Contract	\$12,022,124
Other Construction Costs/Fees	\$2,226,106
Soft Costs	\$776,802
Financing / Working Capital	\$2,079,878
Marketing / Miscellaneous	\$123,000
Total Project Cost	<u>\$17,227,910</u>

Sources

	Assumes	
Equity Tax Credits	\$0.93	\$13,018,698
GAP Funding (Municipal AHTF/Balanced Housing)		\$2,187,040
Pledged Developer Fee		\$326,918
Permanent Mortgage	6.00%	\$1,695,253
		<u>\$17,227,910</u>

Income / Expense Analysis Income

	AMI		
12 One Bedroom Apts @	30.00%	\$385	\$55,440
1 Two Bedroom Apts @	30.00%	\$446	\$5,352
30 One Bedroom Apts @	47.50%	\$672	\$241,920
4 Two Bedroom Apts @	47.50%	\$790	\$37,920
39 One Bedroom Apts @	57.50%	\$836	\$391,248
5 Two Bedroom Apts @	57.50%	\$987	\$59,220
1 Resident Super Unit @	\$	-	\$0
<u>92</u>			<u>\$791,100</u>

Expenses

Administrative	\$50,250
Salaries	\$139,000
Maintenance	\$93,203
Utilities	\$108,500
Management Fees	\$66,240
PILOT	\$39,390
Insurance	\$50,600
Replacement Reserve	\$40,480
Vacancy / Uncollected	\$55,377
Subtotal	<u>\$643,040</u>
Net Income Before Debt Service	\$148,060
Mortgage Payment and Debt Service	\$128,748
Net Income	\$19,312

Prepared By:

RONALD H. GORDON, ESQ.

REAL ESTATE OPTION CONTRACT

Option given on this _____ day of _____, 2010 by MARLBORO MOTOR LODGE, INC., A NEW JERSEY CORPORATION, having an address of PO Box 809, Manalapan, New Jersey 07726 ("Seller"), to TOWNSHIP OF MARLBORO, A MUNICIPAL CORPORATION OF THE STATE OF NEW JERSEY, having an address of 1979 Township Drive, Marlboro, New Jersey, 07746 its successors and/or assigns, ("Purchaser").

1. **Grant of Option.** Seller, for the consideration set forth hereinbelow, hereby grants to Purchaser the exclusive right and option ("the Option") to purchase, on the following terms and conditions, the real property located in the Township of Marlboro, County of Monmouth, State of New Jersey, known as Block 270, Lot 14 and commonly known as 137 Route 9 South, Marlboro, New Jersey, together with all improvements located thereupon (the "Property").

2. **Option Period.** The term of the Option shall be for one hundred eighty (180) days from the date of execution of this Contract, tentatively scheduled to expire on or about December 31, 2010.

3. **Option Consideration.** The consideration for the Option (the "Option Price") shall be _____

The Option Price shall be due whether or not Purchaser elects to exercise its Option to purchase. If Purchaser notifies Seller that it elects not to purchase the Property, the Seller shall retain the Option Price. If Purchaser elects to exercise its Option to purchase the Property, the amount of the Option Price that has been paid by Purchaser to Seller shall be applied towards the Purchase Price at closing.

4. **Exercise of Option.** The full purchase price _____
_____ If Purchaser exercises the Option to purchase, Purchaser will execute a Purchase Agreement in a form substantially similar to "Exhibit B", annexed hereto and made a part hereof (the "Contract of Sale") and the closing date will be no later than ninety (90) days from the execution of the Contract of Sale. The Option Price paid shall be applied towards the Purchase Price at closing.

5. **Type of Deed.** Upon transfer of title for the Property to the Purchaser, the Seller shall deliver a Bargain and Sale Deed with Covenants against Grantor's Acts with a conforming metes and bounds description and with such Affidavits and/or Certifications annexed thereto as may be required by the Office of the Clerk of Monmouth County.

6. **Description.** A metes and bounds description of the Property is annexed hereto and made a part hereof as Exhibit "A". Said metes and bounds description shall remain effective subject to any amendments that an updated survey of the Property may reveal.

7. **Encumbrances.** Title to the Property shall be good, marketable and insurable at regular rates, free of any liens, exceptions or encumbrances other than the following: (i) the lien of real estate taxes not yet due and payable; (ii) all existing building and zoning and other city, state, county or federal laws, codes and regulations affecting the Property, provided same do not adversely affect Purchaser's intended use of the property; and (iii) any existing general utility easements serving the Property, provided such existing utility easements permit, and do not adversely affect, Purchaser's intended use or development plan.

8. **Obligation to Pay Carrying Charges.** Until closing of sale under the Contract of Sale, the Purchaser shall not be obligated to pay any carrying costs to maintain the Property. Such carrying costs include, but are not limited to, premiums for all policies of insurance, all interest and fees payable on any mortgages, loans or any liens encumbering the Property, rents, all sewer and water rents, real estate taxes and assessments and payments in lieu of the foregoing assessed or levied against the Property, and any and all operating expenses incurred in connection with the Property shall be the Seller's sole responsibility.

9. **Permits and Consent of Owner.** Seller hereby consents to the Purchaser applying for any and all permits and approvals for the development of the Property during the Option Period from any federal, state, regional, county, and local authority or agency. Seller hereby agrees to sign any application that the Purchaser may be required to submit to secure any and all permits and approvals, and to provide any other cooperation necessary to assist the Purchaser regarding the procurement of permits and approvals.

10. **Due Diligence and Inspection of Property.** Purchaser, its agents, contractors, engineers, surveyors, attorneys, employees and invitees at its sole cost and expense, upon execution of this Contract and through the closing, shall have the right to inspect all or any part of the Property after the date hereof, provided that it shall first give the Seller reasonable advance notification of its intention to conduct any such inspection and that such inspection shall not unreasonably impede the normal day-to-day business operation of the Property. Without limiting the foregoing, in no event shall Buyer or Buyer's Representatives, without the prior written consent of Seller, such consent not to be unreasonably withheld, conditioned or delayed, make any intrusive physical testing (environmental, structural or otherwise) at the Property (such as soil borings, water samplings or the like). The Purchaser shall give Seller copies of all third party reports Purchaser obtains in the course of its due diligence. The Purchaser, and Purchaser's Representatives, shall have the right to make any and all inquiries and investigations which Purchaser deems necessary or appropriate, and Seller shall cooperate with Purchaser in making available for inspection the Property and documents and shall assist with all such inquiries and investigations of Purchaser. Any and all investigations performed on the Property shall be done in such a manner as to not interfere with the Seller's use and enjoyment of

the Property. Any and all information related to Purchaser's inspection including but limited to findings, reports, studies, opinions, documents shall be given to Seller if Purchaser does not elect to exercise its Option or fails to close under the Contract of Sale.

11. Risk of Loss/Condemnation. Prior to the exercise of the option or the cancellation of this Contract, Seller shall bear all risk of loss to the Property and all liabilities arising from the Property. In the event condemnation or eminent domain proceedings shall be commenced by any governmental or quasi-governmental authority having jurisdiction against all or any part of the Property, Seller shall promptly notify Purchaser and provide Purchaser with all information concerning such proceedings. Purchaser may, at its option, by giving written notice to Seller within thirty (30) days after its receipt of the notice of such proceedings, terminate this Contract. In the event Purchaser does not elect to terminate this Contract, and exercises its Option and proceeds to a closing, then any award in condemnation and/or unpaid claims and rights in connection with such condemnation shall be assigned to Purchaser at Closing, or if paid to Seller prior thereof, shall be credited against the unpaid balance of the Purchase Price due at Closing. If Purchaser determines not to terminate this Contract, Seller shall not adjust or settle any condemnation awards without the prior written approval of Purchaser and shall allow Purchaser to participate in all proceedings.

12. Representations. Seller hereby warrants and represents to Purchaser, knowing and intending that Purchaser is relying hereupon in executing this Contract, as follows:

(a) Seller represents that Seller is the only owner of the fee simple interest in the Property or that Seller has control over and has been given the authority to convey the Property. Should it be determined that parties who are not signatories hereto on behalf of Seller must execute documents in order for Seller to deliver title pursuant to the terms hereof, Seller agrees to produce said signatories upon closing of title.

(b) Seller has no knowledge of, and has received no notice of, any violations, existing, pending or threatened, of any applicable law, ordinance, rule, regulation, requirement code or order, covenant or restriction, including without limitation as to use, zoning, occupancy, construction, administration, health, safety or environmental issues, with respect to the Property which remain uncorrected.

(c) Seller has received no notice that the Property is subject to pending or threatened condemnation, eminent domain or similar governmental or quasi-governmental proceedings or assessments. Neither the Property nor Seller, with respect to the Property, is subject to any lawsuit, whether pending or, to Seller's knowledge threatened, or any other adverse claim.

(d) Seller has no agreements (whether oral or written) with any party affecting the Property which will be in effect subsequent to the closing of title, except for the existing leases identified on Exhibit "C" attached hereto and made a part hereof.

(e) Seller shall not cause or permit the Property to be in violation of, or do anything which would subject the Property to any remedial obligations under any applicable environmental law and shall promptly notify Purchaser in writing of any existing, pending or threatened investigation or inquiry by any governmental authority in connection with any applicable environmental law. In addition, Seller shall provide Purchaser with copies of any and all material written communications with any governmental authority in connection with any applicable environmental law, concurrently with Seller's giving or receiving of same.

14. Termination of Option. Prior to exercising this Option, Purchaser reserves the right to terminate this Option, in its sole discretion. If this Option is terminated, Purchaser will have no obligation to purchase the Property.

15. Notice. All notices and other communications required or permitted hereunder shall be in writing and shall be deemed to have been received either (a) when delivered by hand and the party giving such notice has received a signed receipt thereof, or (b) one (1) day following the date deposited prepaid for guaranteed overnight delivery with FedEx or other recognized overnight courier, or (c) when sent by telecopy machine with confirmed transmission and copy sent by FedEx or other recognized overnight courier:

If to the Purchaser: Township of Marlboro
1979 Township Drive
Marlboro, New Jersey 07746
Attn: Business Administrator
Telephone: (732) 536-0200
Telecopier: (732) 536-9652

With a copy to: Ronald H. Gordon, Esq.
DeCotiis, FitzPatrick & Cole, LLP
Glenpointe Centre West
500 Frank W. Burr Boulevard – Suite 31
Teaneck, New Jersey 07666
Telephone: (201) 907-5261
Telecopier: (201) 928-0588

If to the Seller: Marlboro Motor Lodge, Inc.
PO Box 809
Manalapan, New Jersey 07726
Attn: Joseph Youssef, Esq.
Telephone: (732) 972-3010
Telecopier: (73201) 972-1521

With a copy to: _____

Telephone: (732) _____
Telecopier: (73201) _____

16. **Counterparts.** This Contract may be signed in counterparts, each of which shall constitute an original.

17. **Binding Effect.** This Option shall be binding upon and shall inure to the benefit of the parties to it and to their respects heirs, successors and assigns.

18. **Controlling Law.** All controversies, disputes or questions concerning the construction, validity and interpretation of this Option Contract shall be governed by and construed in accordance with the with the laws of the State of New Jersey, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of New Jersey or any jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of New Jersey. The parties consent to the filing of an action in, and hereby submit to the jurisdiction of, the State courts located in the State of New Jersey, County of Bergen, and further agree that such Courts shall be exclusive courts of jurisdiction and venue for any litigation arising under this agreement.

19. **No recording.** Purchaser may not record this Contract. If it does, this Contract will be void.

IN WITNESS WHEREOF, The parties hereto have executed this Contract on the dates written below.

SELLER

WITNESSED OR ATTESTED BY:

MARLBORO MOTOR LODGE, INC.
A New Jersey Corporation

By: _____

Dated: _____, 2010

SIGNATURES CONTINUED ON NEXT PAGE

PURCHASER

WITNESSED OR ATTESTED BY:

TOWNSHIP OF MARLBORO
A Municipal Corporation of the State of New Jersey

Alida Manco, Municipal Clerk

By: _____
Mayor Jonathan L. Hornik

Dated: _____, 2010

CORPORATE ACKNOWLEDGMENT

STATE OF NEW JERSEY :
: SS
COUNTY OF MONMOUTH :

I CERTIFY that on _____, 2010,

_____ , personally came before me, and this person acknowledged under oath, to my satisfaction, that:

- (a) this person is the _____ of the Marlboro Motor Lodge, Inc., the Ne Jersey Corporation named in this document;
- (b) this person is the attesting witness to the signing of this document by the proper Corporate Officer who is _____, the President of the Corporation;
- (c) this document was signed and delivered by the Corporation as its voluntary act duly authorized by a proper Resolution of its Board of Directors;
- (d) this person knows the proper seal of the corporation which was affixed to this document; and
- (e) this person signed this proof to attest to the truth of these facts.
- (f) the consideration for the transaction _____

Signed and sworn to before me on _____, 2010.

Notary Public, State of New Jersey

MUNICIPAL ACKNOWLEDGMENT

STATE OF NEW JERSEY :
 : SS
COUNTY OF MONMOUTH :

I CERTIFY that on _____, 2010,

ALIDA MANCO, personally came before me, and this person acknowledged under oath, to my satisfaction, that:

- (a) this person is the Municipal Clerk of the Township of Marlboro, the Municipal Corporation named in this document;
- (b) this person is the attesting witness to the signing of this document by the proper Corporate Officer who is JONATHAN L. HORNIK, the Mayor of the Municipal Corporation;
- (c) this document was signed and delivered by the Municipal Corporation as its voluntary act duly authorized by a proper Resolution of its Municipal Council;
- (d) this person knows the proper seal of the corporation which was affixed to this document; and
- (e) this person signed this proof to attest to the truth of these facts; and
- (f) the consideration for the transaction [REDACTED]

Signed and sworn to before me on _____, 2010.

ALIDA MANCO,
Municipal Clerk

Notary Public, State of New Jersey

Marlboro, NJ - Phase 2 Potential Schedule

5/14/2019

<i>Task</i>	<i>Duration in Days</i>	<i>Start / Target Date</i>	<i>Finish</i>
Finalize Affordable Housing Agreement	60	15-May-20	14-Jul-20
Confirm Wetland Limits and Finalize Concept Plan	30	15-May-20	14-Jun-20
Prepare Engineering Plans & Architectural Schematics	60	14-Jun-20	13-Aug-20
Complete Due Diligence, Studies, Reports and Investigations	60	15-May-20	14-Jul-20
Submit Preliminary and Final Site Plan		15-Sep-20	
Planning Board Preliminary and Final Approval	90	15-Sep-20	14-Dec-20
Obtain Preliminary and Final Planning Board Approval		14-Dec-20	
Submit LIHTC Application		15-Jul-21	
Obtain LIHTC AWARD	120	12-Nov-21	
Finalize Architectural Construction Drawings	30	15-Sep-21	15-Oct-21
Perfect Final Engineering & Obtain all Permits	30	15-Oct-21	14-Nov-21
Submit for Building Permit		14-Nov-21	
Building Permit	60	14-Nov-21	13-Jan-22
Obtain Building Permit		13-Jan-22	
Close on Real Estate		12-Feb-22	
Construction	540	12-Feb-22	6-Aug-23
Obtain Certificates of Occupancy (C.O.s)		6-Aug-23	
Total Project Schedule	1178	39.27	3.3
	days	months	years

Marlboro, NJ - Phase 1 Potential Schedule

5/14/2019

<i>Task</i>	<i>Duration in Days</i>	<i>Start / Target Date</i>	<i>Finish</i>
Finalize Affordable Housing Agreement	30	15-Nov-19	15-Dec-19
Prepare Engineering Plans & Architectural Schematics	60	15-Jul-19	13-Sep-19
Complete Due Diligence, Studies, Reports and Investigations	90	15-Jun-19	13-Sep-19
Submit Preliminary and Final Site Plan		15-Nov-19	
Planning Board Preliminary and Final Approval	30	15-Nov-19	15-Dec-19
Obtain Preliminary and Final Planning Board Approval		15-Dec-19	
Submit LIHTC Application		15-Nov-19	
Obtain LIHTC AWARD	60	14-Jan-20	
Finalize Architectural Construction Drawings	30	14-Jan-20	13-Feb-20
Perfect Final Engineering & Obtain all Permits	30	14-Jan-20	13-Feb-20
Submit for Building Permit		15-Dec-19	
Building Permit	60	15-Dec-19	13-Feb-20
Obtain Building Permit		13-Feb-20	
Close on Real Estate		14-Mar-20	
Construction	540	14-Mar-20	5-Sep-21
Obtain Certificates of Occupancy (C.O.s)		5-Sep-21	
Total Project Schedule	660	22.00	1.8
	days	months	years

ASSESSOR'S OFFICE
MARLBORO TOWNSHIP
1979 TOWNSHIP DRIVE
MARLBORO, NJ 07746

PRESORTED
FIRST-CLASS MAIL
U.S. POSTAGE PAID
FREEHOLD NJ
PERMIT #1

DISTRICT: MARLBORO TWP

NOTICE OF PROPERTY TAX ASSESSMENT FOR 2020 DATE MAILED: 11/15/19
THIS NOTICE IS REQUIRED UNDER N.J.S.A. 54:4-38.1 #001328
BLOCK: 149 LOT: 16 QUAL:

PROPERTY LOCATION: HARNLEY ROAD CLASS: 15C

LAND: 396,400 BUILDING: 0 TOTAL: 396,400

NET PROPERTY TAXES BILLED FOR 2019 2019 ASSESSMENT
WERE: \$0.00 TOTAL: 396,400

THIS IS NOT A BILL. SEE OTHER SIDE FOR APPEAL INFORMATION.

TWP OF MARLBORO
1979 TOWNSHIP DRIVE
MARLBORO, NJ 07746

APPEAL INSTRUCTIONS

If you agree with the assessed value shown, you do not need to do anything.

If you disagree with the assessed value shown, you may file an appeal with the Monmouth County Board of Taxation. Forms, instructions and a guide to the process Understanding Property Assessment Appeals for Monmouth County may be obtained at <https://secure.njappealonline.com> or through your municipal assessor at the address printed on the reverse of this notice.

Assessment appeals filed with the Monmouth County Board of Taxation must be filed **on or before January 15 or 45 days from the date mailed**, as it appears on the front of this notice, **whichever date is later**.

Also, note that the Monmouth County Board of Taxation has developed an online appeal system accessed via <https://secure.njappealonline.com>. Traditional "paper" appeals are also available at your municipal assessor's office.

If the assessed value exceeds \$1,000,000, you have the option of filing your appeal directly with the Tax Court at PO Box 972, Hughes Justice Complex, Trenton, New Jersey 08625. Pursuant to N.J.S.A. 54:3-21(a)(2), all assessment appeals filed directly to the Tax Court must be filed **on or before April 1 or 45 days from the date mailed** as it appears on this assessment notice, **whichever date is later**.

Forms which you may use to file your complaint may be found at <http://www.judiciary.state.nj.us/taxcourt/dcmform.html>

This assessment will be used to calculate your property tax bill. Do not multiply last year's property tax rate by the current year's assessment value to determine taxes for the current year.

STATE OF NEW JERSEY

DEPARTMENT OF THE TREASURY
DIVISION OF PROPERTY MANAGEMENT AND CONSTRUCTION

SANITARY FORCE MAIN AND WATER MAIN EXTENSION FORMER MARLBORO PSYCHIATRIC HOSPITAL

MARLBORO, MONMOUTH COUNTY, NEW JERSEY

PROJECT NO. AII33-00

LIST OF SHEETS

B/O SHEET DESCRIPTION INCLUDED IN PERMIT DRAWINGS

<u>B/O</u>	<u>SHEET</u>	<u>DESCRIPTION</u>	<u>INCLUDED IN PERMIT DRAWINGS</u>
1	T-1	TITLE SHEET	X
2	S-1	OVERALL SITE PLAN	X
3	P1-SS1	PHASE 1-SANITARY SHEET 1 (0+00-8+00)	
4	P1-SS2	PHASE 1-SANITARY SHEET 2 (8+00-16+00)	
5	P1-SS3	PHASE 1-SANITARY SHEET 3 (16+00-24+00)	
6	P1-SS4	PHASE 1-SANITARY SHEET 4 (24+00-32+00)	
7	P1-SS5	PHASE 1-SANITARY SHEET 5 (32+00-40+00)	
8	P1-SS6	PHASE 1-SANITARY SHEET 6 (40+00-45+00)	
9	P1-SS7	PHASE 1-SANITARY SHEET 7 (45+00-47+19)	
10	P1-SS8	PHASE 1-8" SANITARY LINE (GRAVITY LINE)	
11	P1-W1	PHASE 1-WATER SHEET 1 (0+00-8+00)	X
12	P1-W2	PHASE 1-WATER SHEET 2 (8+00-16+00)	X
13	P1-W3	PHASE 1-WATER SHEET 3 (16+00-24+00)	X
14	P1-W4	PHASE 1-WATER SHEET 4 (24+00-32+00)	X
15	P1-W5	PHASE 1-WATER SHEET 5 (32+00-36+00)	X
16	P1-W6	PHASE 1-WATER SHEET 6 (36+00-43+00)	X
17	P1-W7	PHASE 1-WATER SHEET 7 (43+00-46+32)	X
18	P2-W1	PHASE 2-WATER SHEET 1 (0+00-7+00)	X
19	P2-W2	PHASE 2-WATER SHEET 2 (7+00-14+42)	X
20	P2-W3	PHASE 2-WATER SHEET 3 (14+42-21+24)	X
21	P3-W1	PHASE 3-WATER SHEET 1 (0+00-4+29)	X
22	P3-W2	PHASE 3-WATER SHEET 2 (4+29-15+82)	X
23	P3-W3	PHASE 3-WATER SHEET 3 (15+82-16+26)	X
24	P3-W4	PHASE 3 - EXISTING WATER SERVICE PLAN	X
25	C-1	PUMP STATION PARTIAL PLAN	
26	E-1	ELECTRICAL-NOTES, ABBREVIATIONS, SYMBOLS	
27	E-2	ELECTRICAL-SPECIFICATIONS 1 of 3	
28	E-3	ELECTRICAL-SPECIFICATIONS 2 of 3	
29	E-4	ELECTRICAL-SITE PLAN	
30	E-5	ELECTRICAL - ONE LINE DIAGRAM	
31	E-6	ELECTRICAL - DETAILS	
32		NOT USED	
33	D-1	PUMP STATION - PLANS, SECTIONS AND DETAILS	
34	D-2	CONSTRUCTION DETAILS	X
35	D-3	CONSTRUCTION DETAILS	X
36	D-4	SOIL EROSION AND SEDIMENT CONTROL DETAILS	X
37	D-5	METER PIT DETAILS	X
38	P4-W1	PHASE 4-WATER SHEET 1 (0+00-8+15)	X
39	P4-W2	PHASE 4-WATER SHEET 2 (8+15-12+75)	X

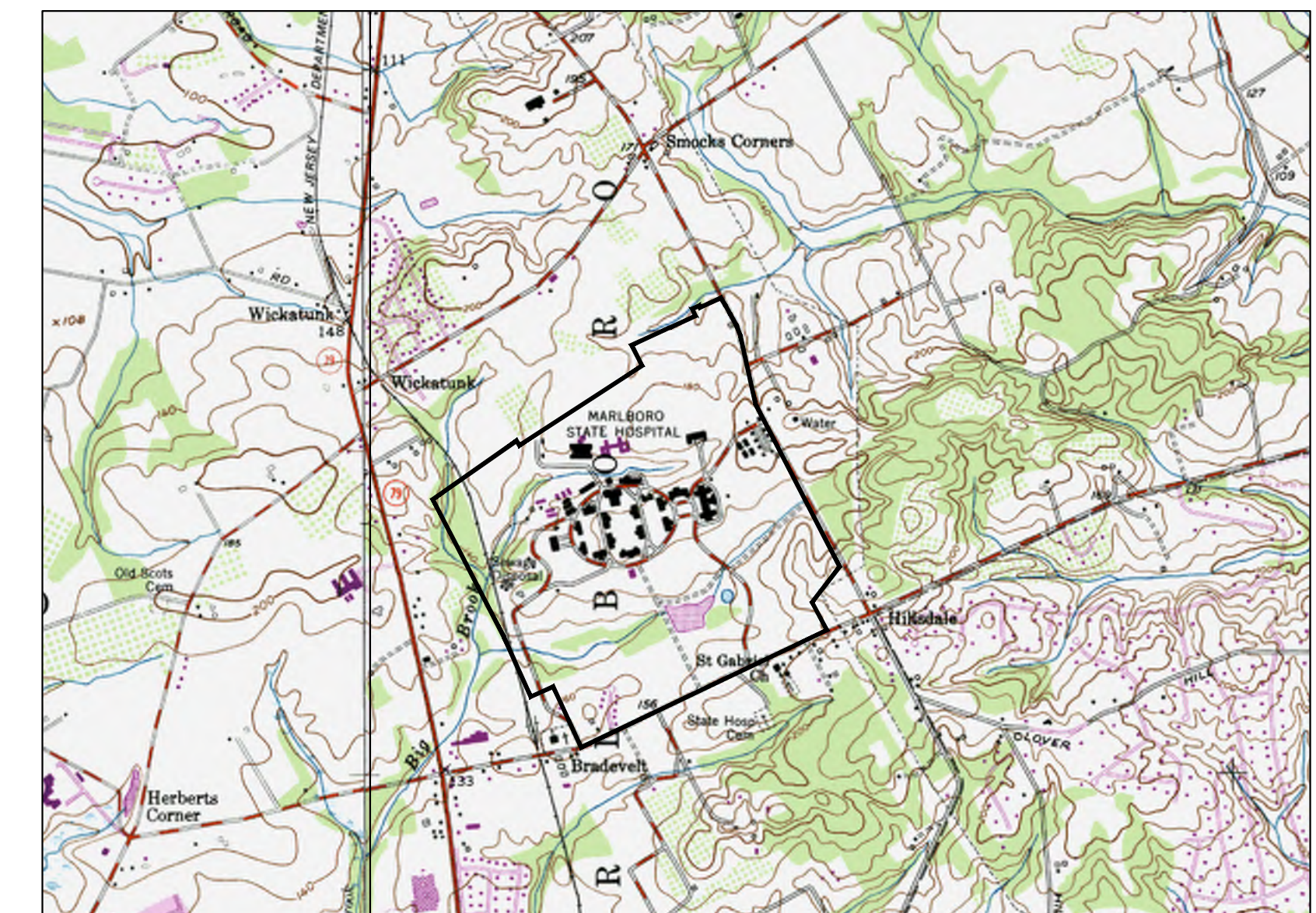


HONORABLE PHILIP MURPHY, GOVERNOR
HONORABLE SHEILA OLIVER, LT. GOVERNOR
ELIZABETH MAHER MUOIO, TREASURER
CHRISTOPHER CHIANESE, DIRECTOR, DIVISION OF PROPERTY
MANAGEMENT AND CONSTRUCTION

WATERMAIN EXTENSION
NJDEP PERMIT DRAWINGS
OCTOBER 7, 2019

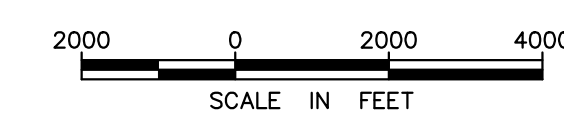


JOSEPH J. KOEHLER
Professional Engineer—N.J. Lic. No. 24GE033876



REFERENCE: USGS MARLBORO & FREEHOLD QUADRANGLE

KEY MAP



\\WAL-FAS2040\MOTT\MAC\GROUP INT\PROJECTS\INE\346569 - MARLBORO GROUP HOMES1 - DRAWINGS\SANITARY SEWER - RMS\REV_9 - NDEP WATER PERMITHASE 1 - REV_9.DWG



LEGEND

- NJAW NEW JERSEY AMERICAN WATER
- SFM SANITARY FORCE MAIN
- SAN SANITARY SEWER
- ST STORM SEWER
- G — EXISTING GAS LINE
- W WATER WATER MAIN
- VERT. VERTICAL
- HOR. HORIZONTAL
- EOP EDGE OF PAVEMENT
- E — ELECTRIC LINES
- GS — GAS SERVICE
- W — WATER LINE
- FM — FORCE MAIN
- S — SANITARY LATERAL
- SAN CO SANITARY CLEANOUT
- DRAIN INLET
- CULV. CULVERT
- RCP REINFORCED CONCRETE PIPE
- HDPE HIGH DENSITY POLYETHYLENE
- DIP DUCTILE IRON PIPE
- A FIRE HYDRANT
- ☁ TREE
- ~~~~ TREELINE
- FENCE
- UP-xxx UTILITY POLE
- OR ○ S SIGNS
- MH MANHOLE
- P/S MH ELECTRIC MANHOLE
- LF LINEAR FEET
- BM BENCH MARK
- ~ B BUTTERFLY VALVE
- ⋈ GATE VALVE
- GUIDE RAIL
- ☀ LAMP POST
- INV. INVERT
- ▨ RESTRAINED-JOINT PIPE
- ▭ PUSH-ON JOINT PIPE
- ⊙ B-1 SOIL BORING
- MJ MECHANICAL JOINT
- WL-○ A9 FRESHWATER WETLANDS DELINEATION
- WB FRESHWATER WETLANDS BUFFER
- S/F SILT FENCE
- LIMIT OF DISTURBANCE
- ▨ PHASE 1 AREA
- ▨ PHASE 2 AREA
- ▨ PHASE 3 AREA



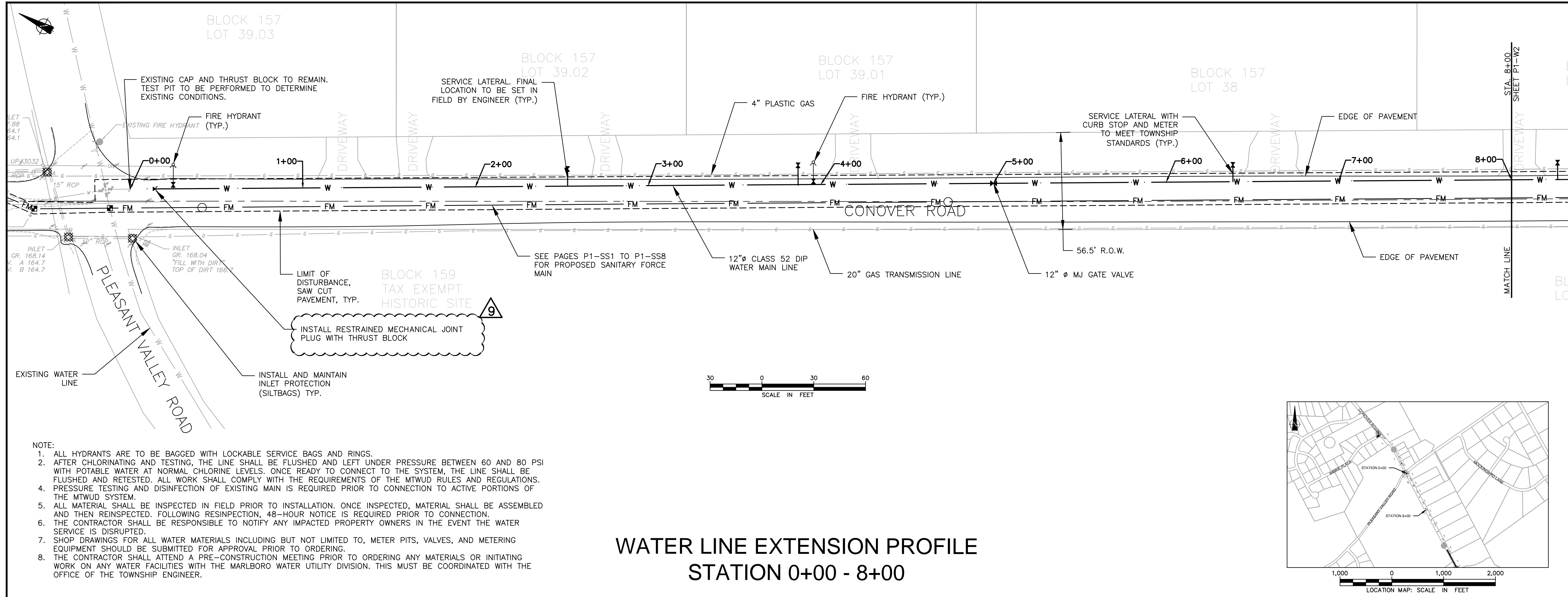
GENERAL NOTES:

1. ALL ELEVATIONS BASED ON NAVD 88 VERTICAL DATUM.
2. AVAILABLE INFORMATION AS TO THE LOCATION OF EXISTING SUBSTRUCTURES AND UTILITIES HAS BEEN COLLECTED FROM VARIOUS SOURCES. THE RESULTS OF SUCH INVESTIGATIONS, AS MAY BE SHOWN ON THE CONTRACT DRAWINGS, ARE NOT GUARANTEED AS TO ACCURACY. ALL EXISTING UTILITIES ARE SHOWN FOR INFORMATION ONLY. THE CONTRACTOR SHALL DIG TEST PITS AS DIRECTED BY THE ENGINEER, WHERE SHOWN ON THE DRAWINGS AND AS REQUIRED. THE WORK OF TEST PITS SHALL BE DISTRIBUTED AMONGST THE CONTRACTOR'S BID PRICES; NO SEPARATE PAYMENT WILL BE MADE.
3. THE CONTRACTOR SHALL NOTIFY ALL UTILITY COMPANIES A MINIMUM OF 72 HOURS PRIOR TO EXCAVATION, AND SHALL COMPLY WITH ALL CURRENT MARKOUT REQUIREMENTS OF THE NEW JERSEY ONE CALL SYSTEM. THE CONTRACTOR SHALL USE A PRIVATE UTILITY LOCATION SERVICE TO LOCATE UTILITIES ON THE STATE PROPERTY AS NEEDED FOR THE UTILITY INSTALLATIONS.
4. CONTRACTOR TO HIRE SURVEYOR AND LOCATE EXISTING WATER MAIN AT THE RMS FACILITIES, PLEASANT VALLEY ROAD, AND NEWMAN SPRINGS ROAD PRIOR TO BEGINNING WORK.
5. EXCAVATIONS OR TRENCHING WITHIN CLOSE PROXIMITY TO UNDERGROUND FACILITIES OR UTILITY POLES WILL REQUIRE PROTECTION TO PREVENT DAMAGE OR INTERRUPTION OF SERVICE TO UNDERGROUND FACILITIES. THE COST TO PROVIDE THIS PROTECTION WILL BE BORNE BY THE CONTRACTOR.
6. THE CONTRACTOR SHALL ABIDE BY ALL REQUIREMENTS OF THE "HIGH VOLTAGE PROXIMITY ACT".
7. THE CONTRACTOR SHALL BE RESPONSIBLE TO PROTECT EXISTING THRUST BLOCKS WHICH ARE RESTRAINING EXISTING UTILITIES. EXISTING THRUST BLOCKS SHALL NOT BE UNDERMINED.
8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVAL AND DISPOSAL OF ALL EXCESS EXCAVATED MATERIAL TO AN OFF-SITE LOCATION AT NO ADDITIONAL COST TO THE OWNER.
9. ALL TRENCH LINES SHALL BE SAW CUT, OR MILLED.
10. THE CONTRACTOR SHALL COMPLY WITH ALL ROAD OPENING REQUIREMENTS AND ORDINANCES OF MARLBORO TOWNSHIP AND THE COUNTY OF MONMOUTH.
11. ALL TRENCHES SHALL BE BACKFILLED WITHOUT DELAY. OPEN TRENCHES SHALL BE KEPT TO A MINIMUM. OPEN TRENCHES SHALL BE STEEL PLATED. UPON BACKFILLING THE CONTRACTOR SHALL BROOM SWEEP STREETS AND USE APPROPRIATE METHODS TO CONTROL DUST.
12. UNLESS OTHERWISE SPECIFICALLY PERMITTED, NO WORK SHALL BE DONE BETWEEN THE HOURS OF 4:00 P.M. AND 9:00 A.M., PREVAILING TIME. IF IT SHALL BECOME ABSOLUTELY NECESSARY TO PERFORM WORK AT OTHER TIMES, OR IF REQUIRED BY THE SPECIAL CONDITIONS, THE ENGINEER SHALL BE INFORMED IN ADVANCE. GOOD LIGHTING AND ALL OTHER NECESSARY FACILITIES FOR PROPER EXECUTION AND INSPECTION OF THE WORK SHALL BE PROVIDED. THE CONTRACTOR SHALL ALSO COMPLY WITH ALL STATE AND LOCAL LAWS GOVERNING HOURS DURING WHICH CONSTRUCTION EQUIPMENT MAY BE OPERATED.
13. THE CONTRACTOR SHALL INSTALL THRUST RESTRAINT THROUGH THE USE OF RESTRAINED JOINTS. THE ACTUAL LENGTH OF RESTRAINT TO BE PROVIDED ON EACH SIDE OF A FITTING IS INCLUDED IN A LENGTH OF RESTRAINT SCHEDULE INCLUDED ON THE WATER MAIN DETAIL SHEETS. THE CONTRACTOR SHALL ALSO REFER TO THE CONTRACT DRAWINGS FOR AREAS WHERE RESTRAINED JOINTS WILL BE NECESSARY; THESE AREAS HAVE BEEN SHADED. THE DRAWINGS AND THE RESTRAINING SCHEDULE MUST BE USED TOGETHER TO OBTAIN THE MINIMUM LENGTHS OF RESTRAINT.
14. THE CONTRACTOR SHALL FURNISH 2" NPT NIPPLES AND GATE VALVES AT TEST PLUGS, AND 2" CORPORATIONS AS SHOWN ON THE DRAWINGS AND WHEREVER ELSE NECESSARY FOR BLEEDING, FLUSHING, PRESSURE TESTING, AND DISINFECTING THE WATER MAIN. THE CONTRACTOR SHALL INSTALL AS MANY CORPORATIONS AS ARE REQUIRED FOR PROPER TESTING, FLUSHING, AIR BLEEDING AND DISINFECTION AT NO ADDITIONAL COST TO THE OWNER OTHER THAN THE PRICES BID.
15. TO MAINTAIN THE HORIZONTAL AND VERTICAL ALIGNMENT SHOWN ON THE PLANS, PIPE JOINTS MUST BE DEFLECTED IN ACCORDANCE WITH THE PIPE MANUFACTURER'S REQUIREMENTS. IF NECESSARY, EITHER TO MAINTAIN THE ALIGNMENT SHOWN OR TO ADJUST THE ALIGNMENT SHOWN OR TO ADJUST THE ALIGNMENT TO MEET ACTUAL FIELD CONDITIONS, ADDITIONAL FITTINGS SHALL BE INSTALLED AT NO ADDITIONAL COST TO THE OWNER OTHER THAN THE PRICES BID.
16. ALL STATIONING SHOWN ON PLANS IS APPROXIMATE.
17. ALL CONSTRUCTION ACTIVITIES ARE TO BE CONFINED TO THE PUBLIC RIGHT-OF-WAY OR TO WATER COMPANY EASEMENTS.
18. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ACQUIRING SUFFICIENT LAND FOR TEMPORARY TRAILERS AND STORAGE. WRITTEN PERMISSION FROM PRIVATE PROPERTY OWNERS SHALL BE SUBMITTED BY THE CONTRACTOR.
19. THE WATER MAIN SHALL BE INSTALLED WITH FOUR (4.0) FEET MINIMUM OF COVER.
20. THE CONTRACTOR SHALL NOTIFY THE WATER COMPANY PRIOR TO CONNECTION TO OR RELOCATION OF ANY EXISTING WATER COMPANY OWNED AND MAINTAINED FACILITIES. ALL CONNECTIONS AND MODIFICATIONS TO EXISTING FACILITIES SHALL BE DONE AT THE CONVENIENCE OF THE WATER COMPANY.
21. CONTRACTOR SHALL TAKE STEPS NECESSARY TO PRESERVE EXISTING CURB AND MINIMIZE THE LENGTH OF CURBING THAT MUST BE REPLACED.
22. THE CONTRACTOR IS CAUTIONED THAT ALL SANITARY LATERALS AND UTILITY SERVICES HAVE NOT BEEN LOCATED. WHEN THE CONTRACTOR ENCOUNTERS AN OBSTRUCTION AND CANNOT ADJUST THE ALIGNMENT USING ALLOWABLE JOINT DEFLECTION THE CONTRACTOR SHALL INSTALL FITTINGS AS NEEDED. THE CONTRACTOR WILL BE RESPONSIBLE FOR THE PROMPT REPAIR OF DAMAGED UTILITIES, AND SHALL MAINTAIN ON SITE AN ADEQUATE SUPPLY OF REPAIR MATERIALS.
23. THE CONTRACTOR SHALL PROTECT ALL STRUCTURES, ROADS, PIPELINES, TREES, SHRUBBERY, GRASS AREAS, ETC. DURING THE PROGRESS OF THE WORK AND SHALL REMOVE DAILY FROM THE SITE ALL DEBRIS AND UNUSED MATERIALS. UPON COMPLETION OF THE WORK, THE CONTRACTOR SHALL RESTORE THE SITES AS NEATLY AS POSSIBLE TO THEIR ORIGINAL CONDITION.
24. ALL BURIED STEEL RESTRAINING RODS AND BOLTS SHALL BE COATED WITH TWO COATS OF BITUMASTIC. ALL RESTRAINING RODS SHALL BE PROVIDED WITH DOUBLE NUTS AT EACH END. ZINC CAPS ARE ACCEPTABLE IN LIEU OF BITUMASTIC COATING.
25. REPAIR WORK SHALL BE PERFORMED TO THE SATISFACTION OF THE GOVERNING AGENCY.
26. TRAFFIC STRIPING AND MARKINGS DISTURBED DURING CONSTRUCTION SHALL BE REPLACED IN-KIND WITH EPOXY IN ACCORDANCE WITH NJDOT STANDARDS, AND TO THEIR ORIGINAL LAYOUT.
27. ALL SIDEWALK AREAS SHALL BE PASSABLE AND BROOM SWEEP AT THE END OF EACH WORK DAY.
28. DURING FLUSHING AND PRESSURE TESTING OF THE MAIN, CONTRACTOR SHALL NOT OPERATE ANY VALVES UNLESS UNDER THE DIRECT SUPERVISION OF THE WATER COMPANY, INCLUDING THE NEW VALVES INSTALLED ON THE WATER MAIN.
29. ALL REQUIRED DEWATERING SHALL BE INCLUDED IN THE BID PRICES.
30. ALL TREES, VEGETATION AND LANDSCAPING REPLACED AND/OR REPLANTED SHALL BE GUARANTEED BY THE CONTRACTOR FOR 2 YEARS AFTER PLANTING.
31. GUIDERAILS, FENCES, DRAINAGE PIPES, MAILBOXES, HEADWALLS AND OTHER FEATURES WHICH REQUIRE REINSTALLATION BUT ARE FOUND NOT TO BE REUSABLE, OR WHICH ARE DAMAGED DURING REMOVAL, SHALL BE REPLACED WITH NEW MATERIAL AT NO ADDITIONAL COST TO THE STATE OF NEW JERSEY.
32. ONLY AUTHORIZED MTWUD PERSONNEL ARE PERMITTED TO OPERATE THE VALVES AND PERFORM WATER MAIN SHUTDOWNS.
33. ALL WATER SERVICE PIPE MATERIALS SHALL BE DUCTILE IRON PIPE (DIP) CLASS 52 AND SHALL BE ENCASED IN POLYETHYLENE (8 MIL) WRAPPING, UNLESS OTHERWISE INDICATED.
34. ALL WATER MAIN AND SERVICES SHALL BE DISINFECTED AND PRESSURE TESTED ACCORDING TO THE MARLBORO TOWNSHIP WATER UTILITY DIVISION (MTWUD) AND NDEP RULES, REGULATIONS, AND STANDARDS UNDER THE SUPERVISION OF THE CONSULTING ENGINEER OR AUTHORIZED REPRESENTATIVE OF THE MTWUD. NEW WATER MAINS SHALL BE APPROVED ONLY AFTER ACCEPTABLE LEAKAGE, PRESSURE (200 PSI) AND BACTERIOLOGICAL TESTING HAS BEEN PERFORMED AND WRITTEN TEST RESULTS RECEIVED. BACTERIOLOGICAL TESTING SHALL ONLY BE PERFORMED BY A NEW JERSEY CERTIFIED LABORATORY AND THE TESTING SHALL INCLUDE THE FOLLOWING:

ITEM	DESCRIPTION	LIMIT
A	TOTAL PLATE COUNT (FOR COLIFORM-FORMING UNITS)	< 200 CFU/ML
B	TOTAL COLIFORM	NEGATIVE/ 100 ML
C	pH	6.5-8.5
D	CHLORINE RESIDUAL	0.3 mg/L
35. THE CONTRACTOR MAY BE REQUIRED TO PERFORM ADDITIONAL TESTS TO ENSURE COMPLETE COMPLIANCE WITH NDEP AND LOCAL HEALTH AGENCY DRINKING WATER REGULATIONS. A COMPLETE NDEP LISTING OF ALL POTENTIAL DRINKING WATER CONTAMINANTS AND THEIR ALLOWABLE LIMITS IS AVAILABLE AT THE REQUEST OF THE CONTRACTOR.
36. WATER MAINS AND SEWERS SHALL BE SEPARATED BY A HORIZONTAL DISTANCE OF TEN (10) FEET. THE WATER AND SEWER PIPES SHALL BE SEPARATE TRENCHES, WITH THE SEWER AT LEAST EIGHTEEN (18) INCHES BELOW THE BOTTOM OF THE WATER MAIN. AT CROSSINGS OF SEWER AND WATER MAINS, THE SEWER SHALL ALSO BE GENERALLY AT LEAST EIGHTEEN (18) INCHES BELOW THE BOTTOM OF THE WATER MAIN, WHERE THIS IS NOT POSSIBLE, THE SEWER SHALL BE CONSTRUCTED OF DOUBLE MECHANICAL JOINTS FOR A DISTANCE OF AT LEAST TEN (10) FEET ON EITHER SIDE OF THE CROSSING. THE TOWNSHIP REQUIRES ADDITIONAL SITE-SPECIFIC PROTECTIVE WORK (SUCH AS CONCRETE ENCASEMENT) TO PROTECT THE WATER MAIN.
37. THE CONTRACTOR MUST PERFORM ALL NECESSARY TEST PITS TO ASCERTAIN AS-BUILT CONDITIONS. THE CONTRACTOR SHALL SUBMIT DETAILS OF ALL WATER MAIN RELOCATION/REPLACEMENT AND WATER MAIN CROSSING WORK FOR THE APPROVAL BY THE WATER UTILITY DIVISION.
38. THE CONTRACTOR MUST CONTACT THE LICENSED OPERATOR OF THE MARLBORO TOWNSHIP WATER UTILITY DIVISION AND THE TOWNSHIP'S DIRECTOR OF PUBLIC WORKS BEFORE THE START OF ANY WORK IN THE VICINITY OF WATER UTILITY DIVISION WATER MAINS. A MINIMUM OF FORTY-EIGHT (48) HOURS ADVANCE NOTICE IS REQUIRED.
39. PHASE LIMITS SHOWN ON THE PLANS ARE FOR REFERENCE ONLY. ALL WATER MAIN CONSTRUCTION MUST BE COMPLETED PRIOR TO ACTIVATION OF ANY NEW SERVICES.
40. WET TAPS NOT PERMITTED ON PROPERTY UNDER MTWUD JURISDICTION. WET TAPS ARE ACCEPTABLE ON RMS SITE DOWNSTREAM OF METER PIT OUTSIDE OF MTWUD JURISDICTION.
41. THE EXISTING SUPPLY WELL AT THE TREATMENT PLANT SHALL BE CAPPED IN ACCORDANCE WITH N.J.A.C. 5:23-2.17(B) UTILIZING A NEW JERSEY LICENSED WELL DRILLER.
42. ALL WORK SHALL COMPLY WITH THE REQUIREMENTS OF THE MTWUD RULES AND REGULATIONS.
43. PRESSURE TESTING & DISINFECTION OF EXISTING MAIN IS REQUIRED PRIOR TO CONNECTION TO ACTIVE PORTIONS OF THE MTWUD SYSTEM.
44. ALL MATERIAL SHALL BE INSPECTED IN FIELD PRIOR TO INSTALLATION. ONCE INSPECTED, MATERIAL SHALL BE ASSEMBLED AND THEN REINSPECTED. FOLLOWING REINSPECTION, 48-HOUR NOTICE IS REQUIRED PRIOR TO CONNECTION.
45. THE CONTRACTOR SHALL BE RESPONSIBLE TO NOTIFY ANY IMPACTED PROPERTY OWNERS IN THE EVENT WATER SERVICE IS DISRUPTED.
46. SHOP DRAWINGS FOR ALL WATER MATERIALS INCLUDING BUT NOT LIMITED TO, METER PITS, VALVES, AND METERING EQUIPMENT SHOULD BE SUBMITTED FOR APPROVAL PRIOR TO ORDERING.

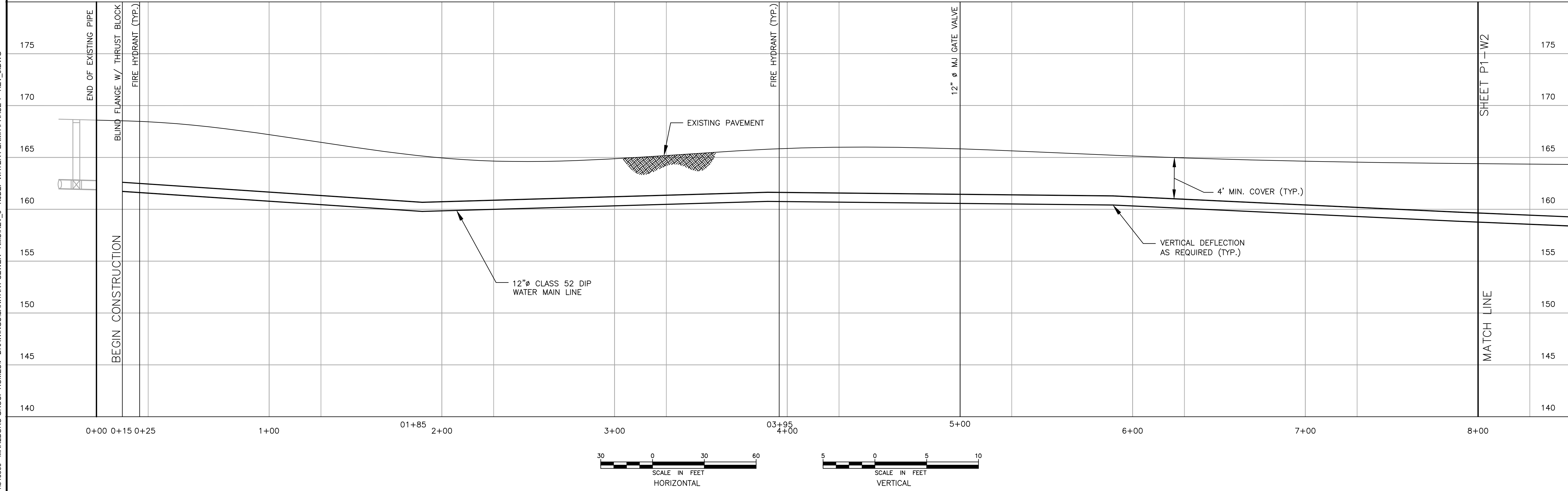
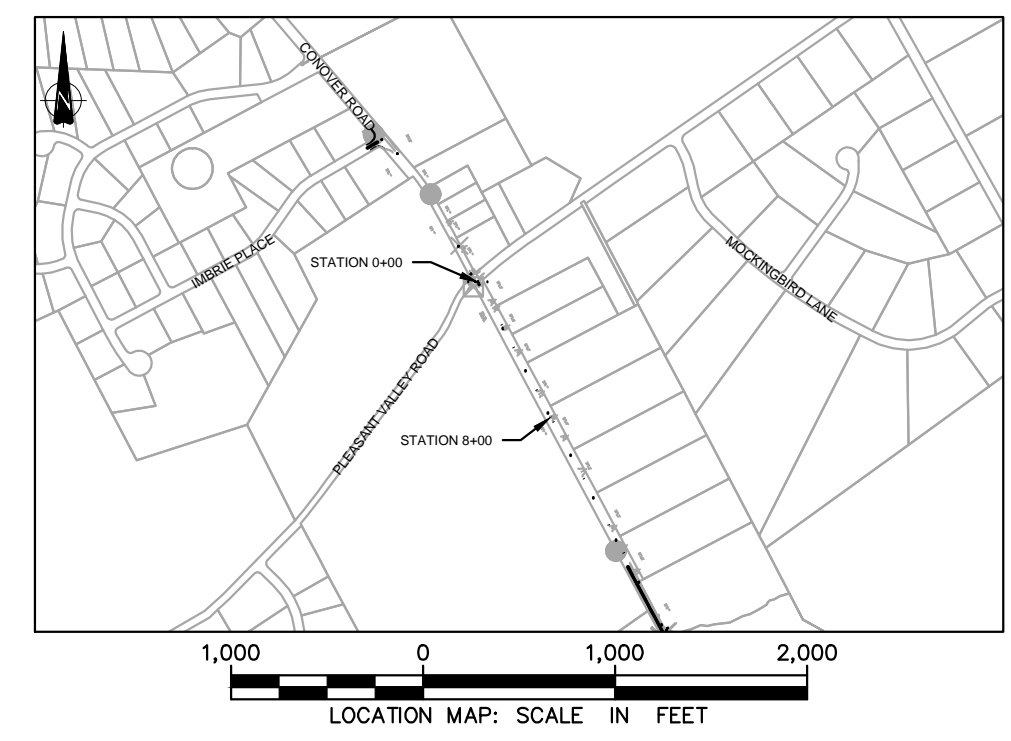
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<p>STATE OF NEW JERSEY DIVISION OF PROPERTY MANAGEMENT AND CONSTRUCTION MARLBORO PSYCHIATRIC HOSPITAL - MARLBORO, MONMOUTH COUNTY, NEW JERSEY SANITARY FORCE MAIN AND WATER MAIN EXTENSION PROJECT NO. A1133-00</p>		<p>JOSEPH J. KOEHLER Professional Engineer - N.J. Lic. No. 246E033876</p>	<p>MOTT MACDONALD Certificate No. 246A28016800 111 Wood Avenue South Iselin, New Jersey 08830-4112</p>	<p>OVERALL SITE PLAN</p>
Job	307822	No.	S-1	
		B/O	2	Total
				39
		Date	Date	Date
		Approved	JUK	Date
		Checked	JUK	Date
		Drawn	EWP	Date
		Designed	BK	Date



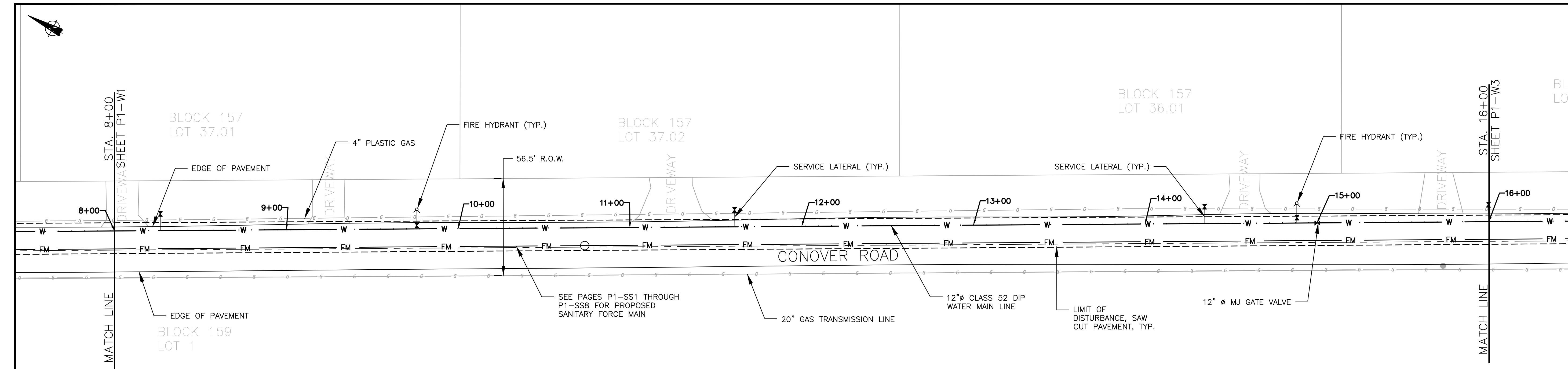
- NOTE:
1. ALL HYDRANTS ARE TO BE BAGGED WITH LOCKABLE SERVICE BAGS AND RINGS.
 2. AFTER CHLORINATING AND TESTING, THE LINE SHALL BE FLUSHED AND LEFT UNDER PRESSURE BETWEEN 60 AND 80 PSI WITH POTABLE WATER AT NORMAL CHLORINE LEVELS. ONCE READY TO CONNECT TO THE SYSTEM, THE LINE SHALL BE FLUSHED AND RETESTED. ALL WORK SHALL COMPLY WITH THE REQUIREMENTS OF THE MTWUD RULES AND REGULATIONS.
 3. PRESSURE TESTING AND DISINFECTION OF EXISTING MAIN IS REQUIRED PRIOR TO CONNECTION TO ACTIVE PORTIONS OF THE MTWUD SYSTEM.
 4. PRESSURE TESTING AND DISINFECTION OF EXISTING MAIN IS REQUIRED PRIOR TO CONNECTION TO ACTIVE PORTIONS OF THE MTWUD SYSTEM.
 5. ALL MATERIAL SHALL BE INSPECTED IN FIELD PRIOR TO INSTALLATION. ONCE INSPECTED, MATERIAL SHALL BE ASSEMBLED AND THEN REINSPECTED. FOLLOWING RESPECTION, 48-HOUR NOTICE IS REQUIRED PRIOR TO CONNECTION.
 6. THE CONTRACTOR SHALL BE RESPONSIBLE TO NOTIFY ANY IMPACTED PROPERTY OWNERS IN THE EVENT THE WATER SERVICE IS DISRUPTED.
 7. SHOP DRAWINGS FOR ALL WATER MATERIALS INCLUDING BUT NOT LIMITED TO, METER PITS, VALVES, AND METERING EQUIPMENT SHOULD BE SUBMITTED FOR APPROVAL PRIOR TO ORDERING.
 8. THE CONTRACTOR SHALL ATTEND A PRE-CONSTRUCTION MEETING PRIOR TO ORDERING ANY MATERIALS OR INITIATING WORK ON ANY WATER FACILITIES WITH THE MARLBORO WATER UTILITY DIVISION. THIS MUST BE COORDINATED WITH THE OFFICE OF THE TOWNSHIP ENGINEER.

WATER LINE EXTENSION PROFILE STATION 0+00 - 8+00

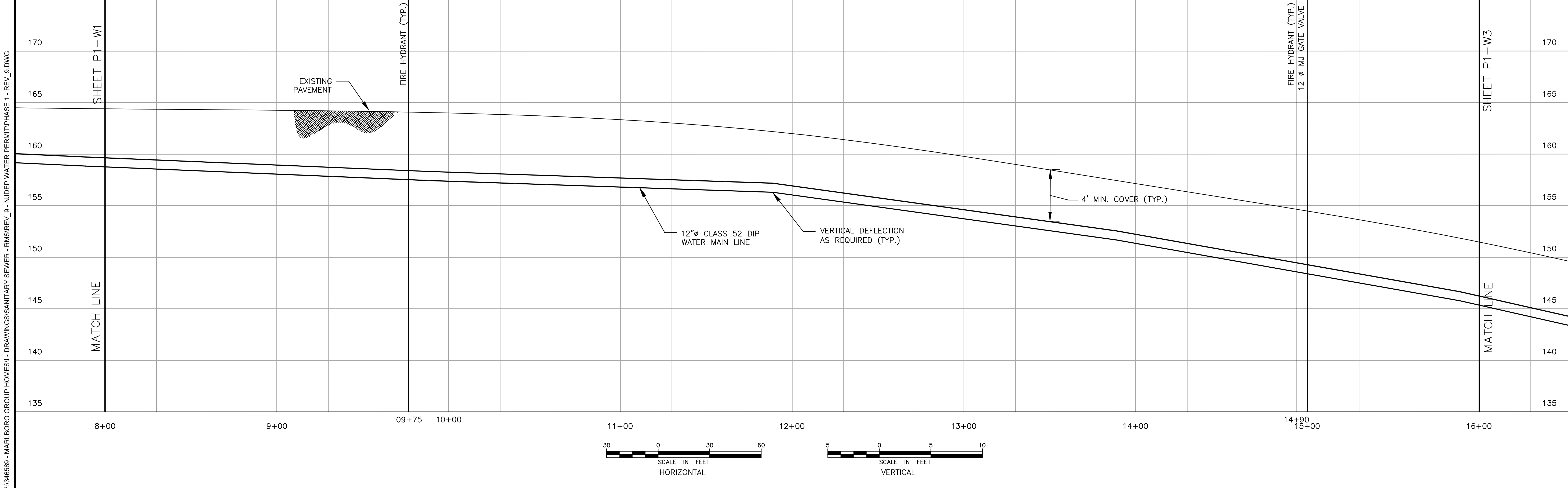
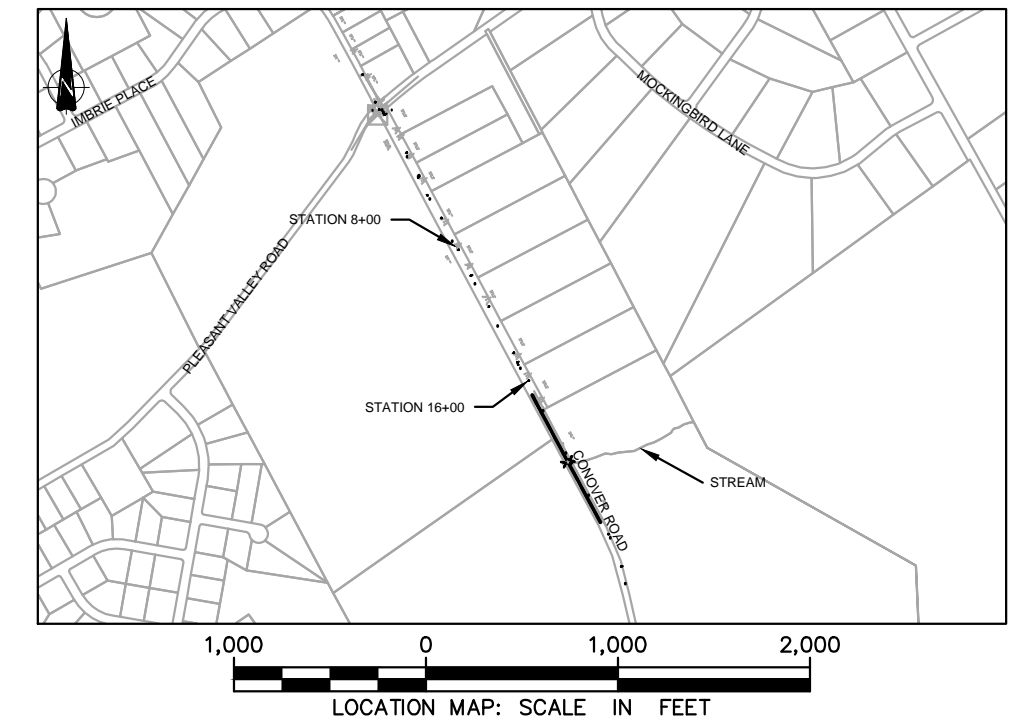


MOTT MACDONALD Certificate No. 2462A28016600 111 Wood Avenue South Iselin, New Jersey 08830-4112		JOSEPH J. KOEHLER Professional Engineer - N.J. Lic. No. 246E033876	Date _____ Approved JJK Checked JJK Drawn DWH Designed BK
STATE OF NEW JERSEY DIVISION OF PROPERTY MANAGEMENT AND CONSTRUCTION MARLBORO PSYCHIATRIC HOSPITAL - MARLBORO, MONMOUTH COUNTY, NEW JERSEY SANITARY FORCE MAIN AND WATER MAIN EXTENSION PROJECT NO. A1133-00 PHASE 1 - WATER MAIN EXTENSION SHEET 1 (0+00 - 8+00)		REVISION 9 - NUMBER WATER PERMIT SET REVISION 8 - RESPONSE TO TOWNSHIP ENGINEER COMMENT LETTER REVISION 7 - CONSIDER DRAIN COMMENTS RESPONSE REVISION 6 - CONSIDER ROAD PACKAGE REVISION 5 - NJDEP EMAIL COMMENT REVISION 4 - NJDEP PERMIT REVIEW REVISION 3 - TWA REVIEW REVISION 2 - AS PER MTWUD REVIEW COMMENTS REVISION 1 - AS PER MTWUD REVIEW COMMENTS ISSUED FOR PERMIT APPLICATION REVIEW ISSUED FOR DESIGN DEVELOPMENT REVIEW	
Job No.	307822	No.	P1-W1
B/O	11	Total	39

P:\346569 - MARLBORO GROUP HOMES - DRAWINGS\SANITARY SEWER - RMS\REV_9 - NJDEP WATER PERMIT\PHASE 1 - REV_9.DWG

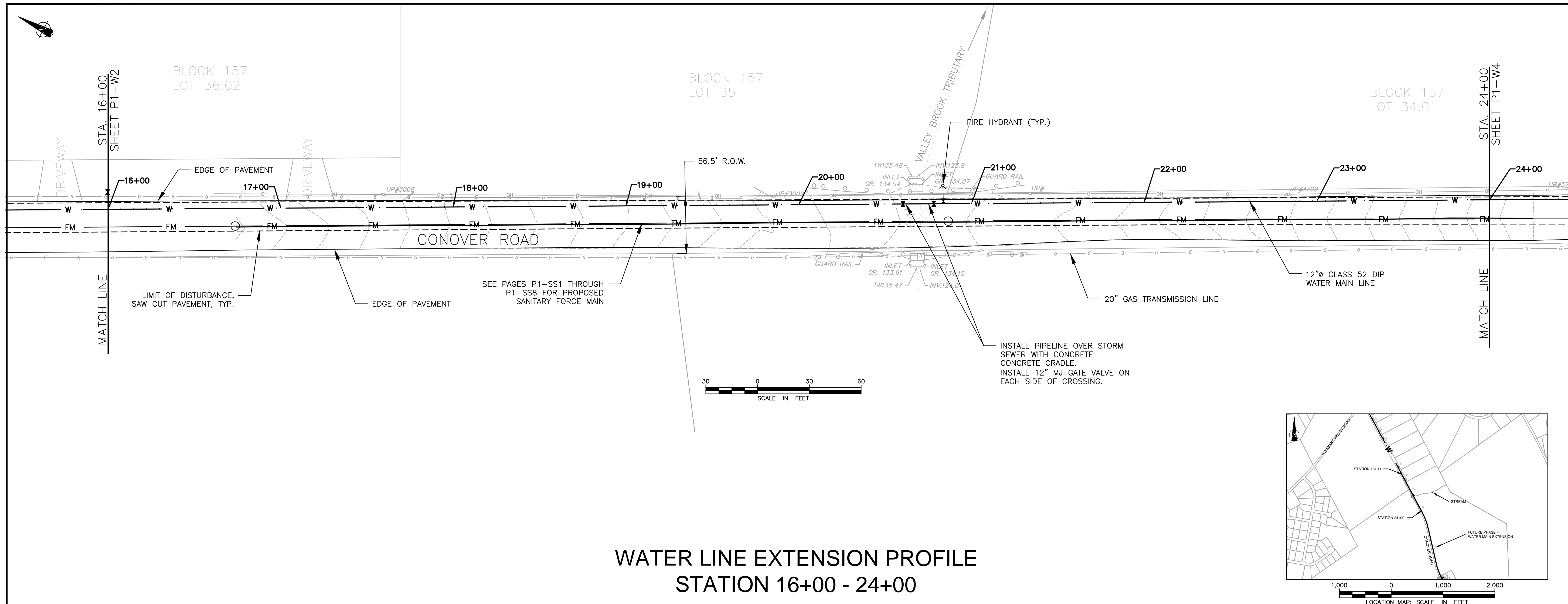


WATER LINE EXTENSION PROFILE STATION 8+00 - 16+00

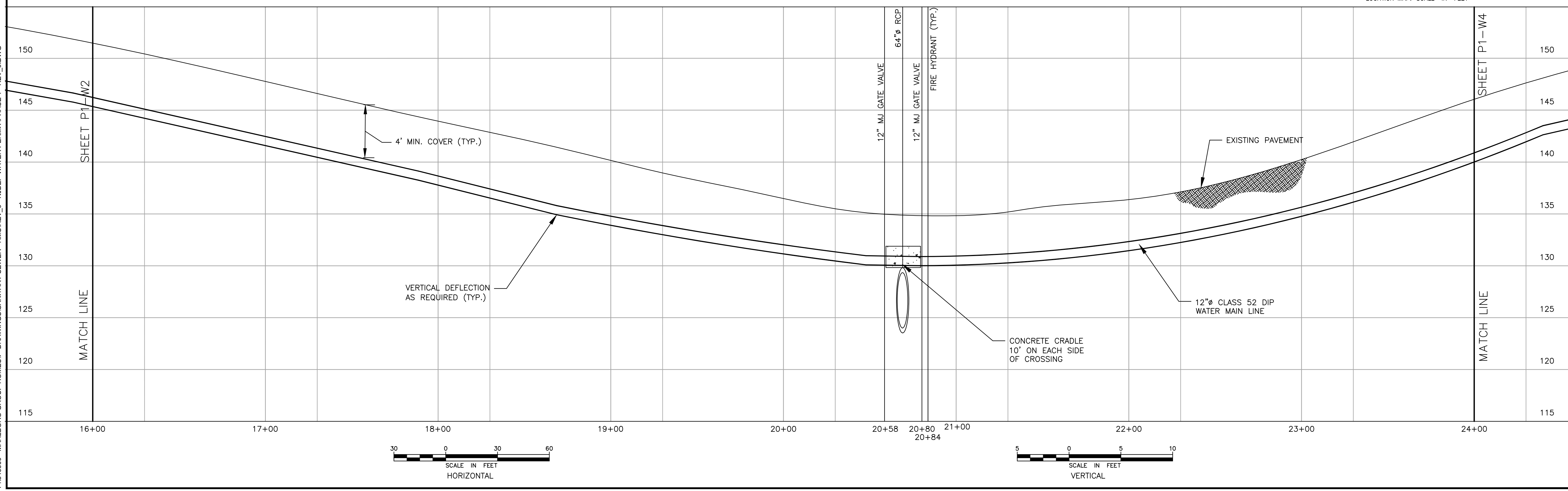
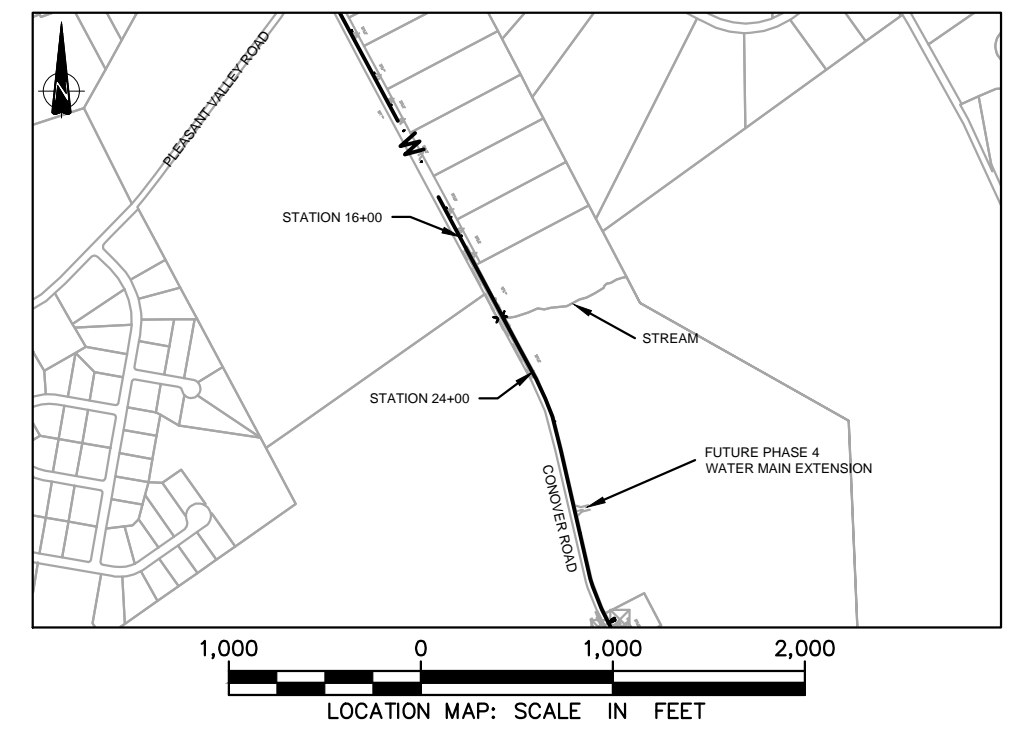


MOTT MACDONALD <small>Certificate No. 246A28016600</small>		JOSEPH J. KOEHLER <small>Professional Engineer - N.J. Lic. No. 246E033876</small>	<small>Date</small> Approved: JJK
MOTT MACDONALD <small>Certificate No. 246A28016600</small>		<small>Drawn</small> DWH	<small>Date</small> Approved: JJK
STATE OF NEW JERSEY DIVISION OF PROPERTY MANAGEMENT AND CONSTRUCTION MARLBORO PSYCHIATRIC HOSPITAL - MARLBORO, MONMOUTH COUNTY, NEW JERSEY SANITARY FORCE MAIN AND WATER MAIN EXTENSION PROJECT NO. A1133-00 PHASE 1 - WATER MAIN EXTENSION SHEET 2 (8+00 - 16+00)		<small>Designed</small> BK	<small>Date</small> Approved: JJK
Job No. 307822	No. P1-W2	<small>Total</small> 39	<small>Date</small> Approved: JJK

P:\346569 - MARLBORO GROUP HOMES - DRAWINGS\SANITARY SEWER - RMS\SREV_9 - NJDEP WATER PERMIT\PHASE 1 - REV_9.DWG



**WATER LINE EXTENSION PROFILE
STATION 16+00 - 24+00**

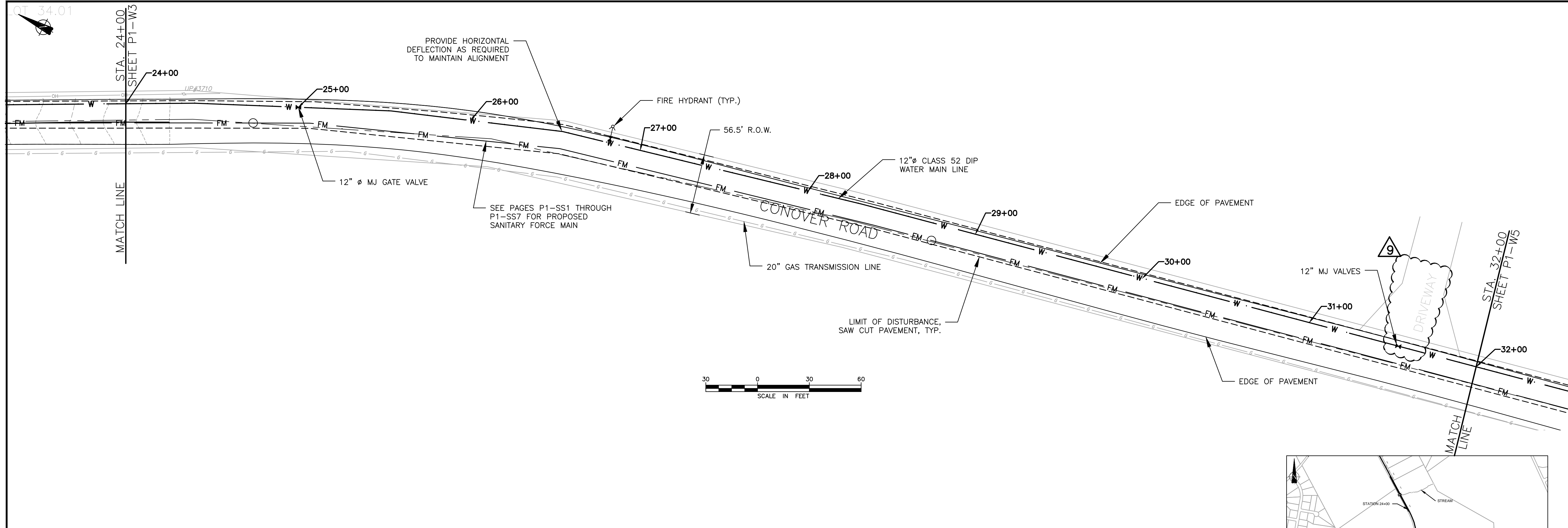


REVISION 9 - NUMBER WATER PERMIT SET REVISION 8 - REVISE PERMIT AND COMMENT LETTER REVISION 7 - CONSIDER DPMC COMMENTS RESPONSE REVISION 6 - CONOVER ROAD PACKAGE REVISION 5 - NJDEP EMAIL COMMENT REVISION 4 - NJDEP PERMIT REVIEW REVISION 3 - TWA REVIEW REVISION 2 - AS PER MTWLD REVIEW COMMENTS REVISION 1 - AS PER MTWLD REVIEW COMMENTS ISSUED FOR PERMIT APPLICATION REVIEW ISSUED FOR DESIGN DEVELOPMENT REVIEW		Date
10/27/19		
08/05/19		
07/11/19		
02/04/19		
11/15/18		
08/31/17		
03/25/16		
11/17/15		
09/23/15		

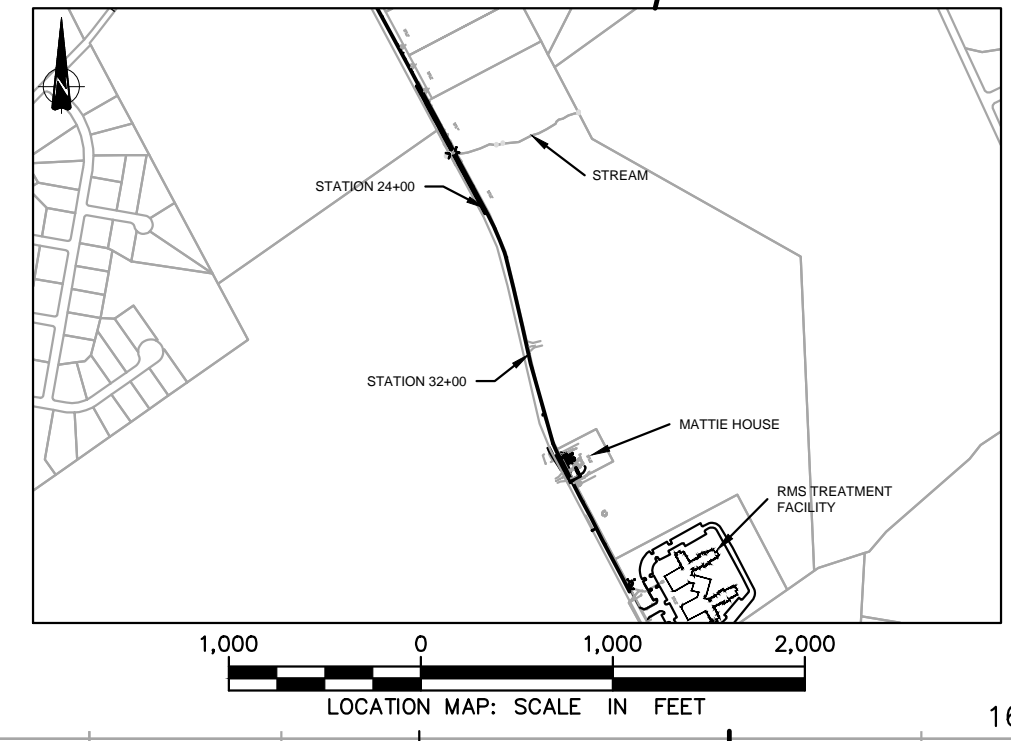
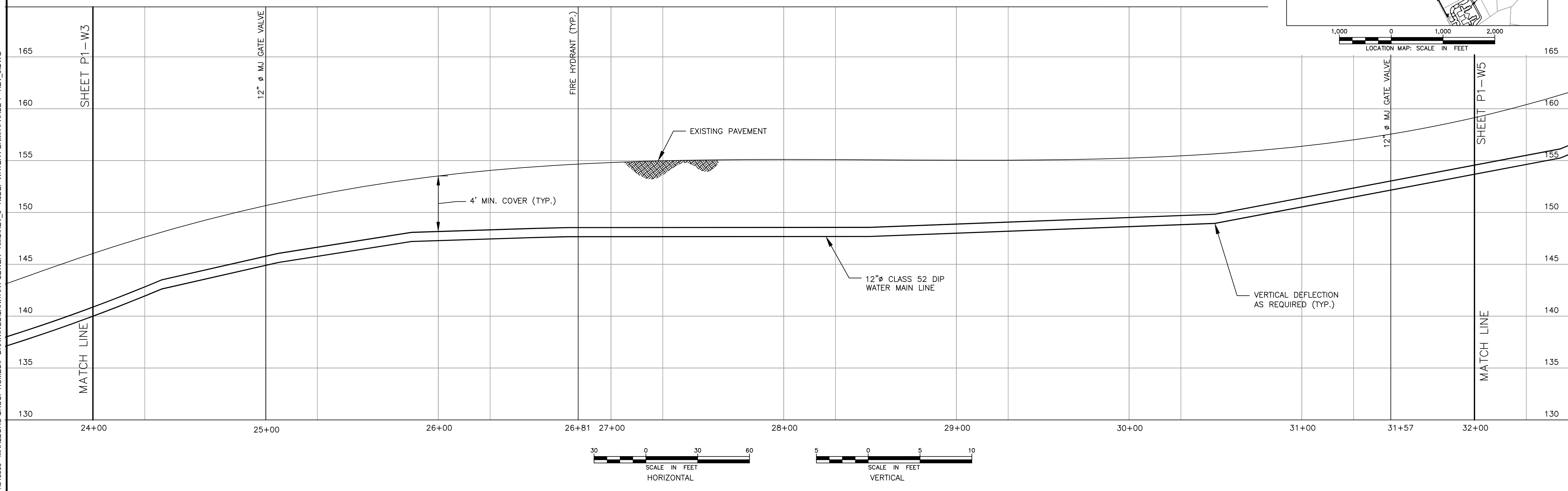
JOSEPH J. KOEHLER Professional Engineer - N.J. Lic. No. 246E033876	Date
Approved JJK	Date
Checked JJK	Date
Drawn DWH	Date
Designed BK	Date

M MOTT MACDONALD Certificate No. 246A28016600 111 Wood Avenue South Iselin, New Jersey 08830-4112	STATE OF NEW JERSEY DIVISION OF PROPERTY MANAGEMENT AND CONSTRUCTION MARLBORO PSYCHIATRIC HOSPITAL - MARLBORO, MONMOUTH COUNTY, NEW JERSEY SANITARY FORCE MAIN AND WATER MAIN EXTENSION PROJECT NO. A1133-00 PHASE 1 - WATER MAIN EXTENSION SHEET 3 (16+00 - 24+00)
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Job	No.
307822	P1-W3
B/O	Total
13	39



WATER LINE EXTENSION PROFILE STATION 24+00 - 32+00



Revision	Date
REVISION 9 - NJDEP WATER PERMIT SET	
REVISION 8 - RESPONSE TO COMMENTS LETTER	
REVISION 7 - CONVOY ROAD PACKAGE	
REVISION 6 - NJDEP ROAD PACKAGE	
REVISION 5 - NJDEP EMAIL COMMENT	
REVISION 4 - NJDEP PERMITS REVIEW	
REVISION 3 - TWA REVIEW	
REVISION 2 - AS PER MITLUD REVIEW COMMENTS	
REVISION 1 - AS PER MITLUD REVIEW COMMENTS	
ISSUED FOR PERMIT APPLICATION REVIEW	
ISSUED FOR DESIGN DEVELOPMENT REVIEW	

Date	Approved	Checked	Drawn	Designed
10/27/19				
10/28/19				
08/05/19				
07/11/19				
02/04/19				
11/15/18				
08/31/17				
03/25/16				
11/17/15				
09/23/15				

JOSEPH J. KOEHLER
Professional Engineer - N.J. Lic. No. 24GE033876

MOTT MACDONALD
Certificate No. 24GA28016600
111 Wood Avenue South
Iselin, New Jersey 08830-4112

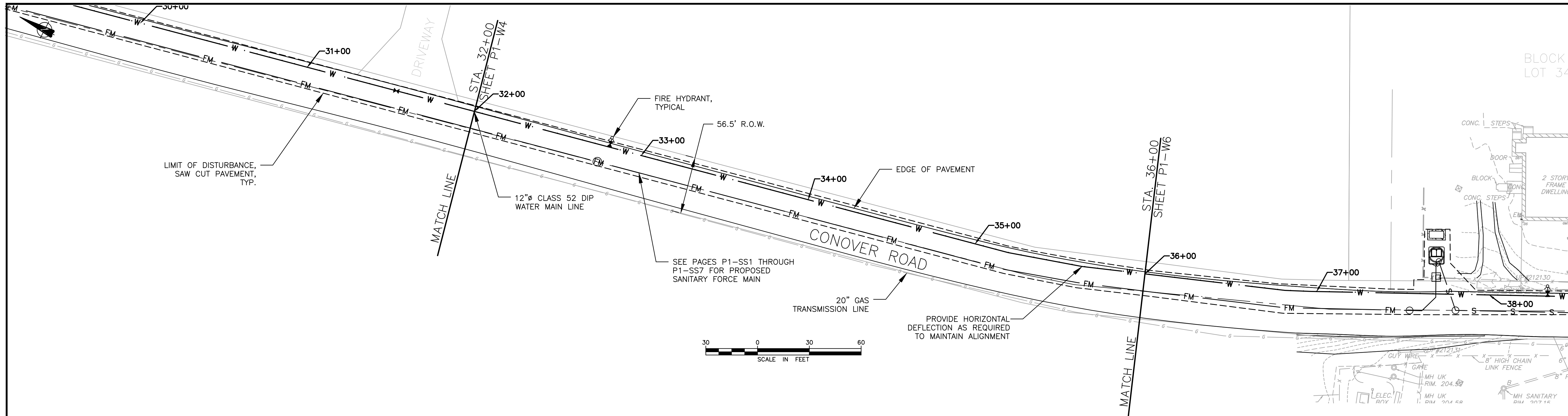
STATE OF NEW JERSEY
DIVISION OF PROPERTY MANAGEMENT AND CONSTRUCTION

MARLBORO PSYCHIATRIC HOSPITAL - MARLBORO, MONMOUTH COUNTY, NEW JERSEY
SANITARY FORCE MAIN AND WATER MAIN EXTENSION
PROJECT NO. A1133-00

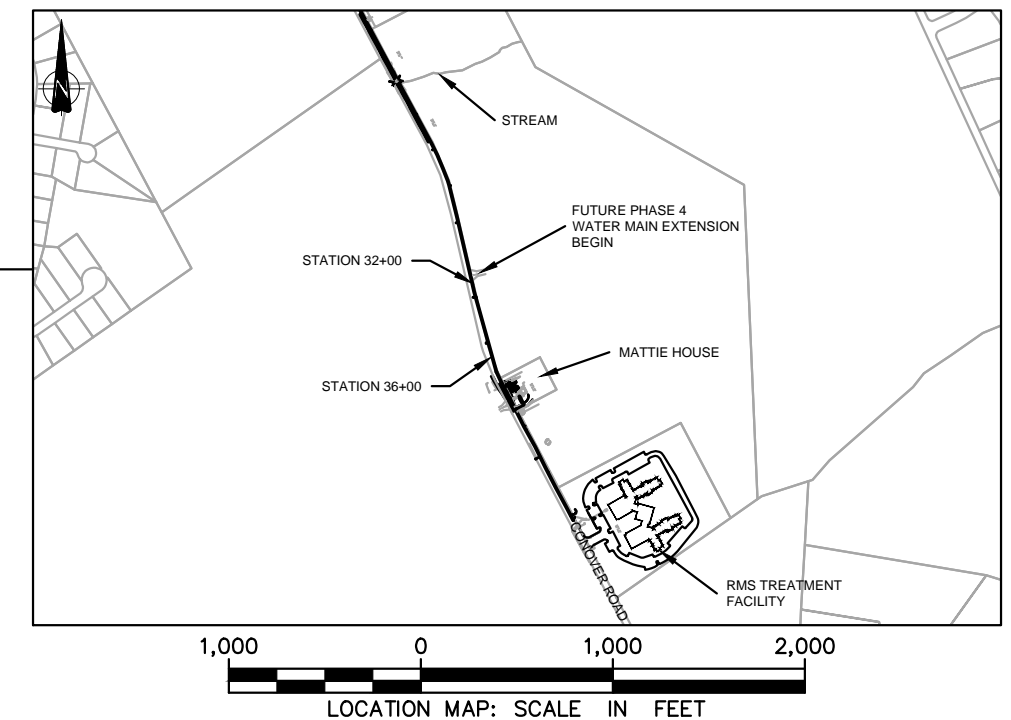
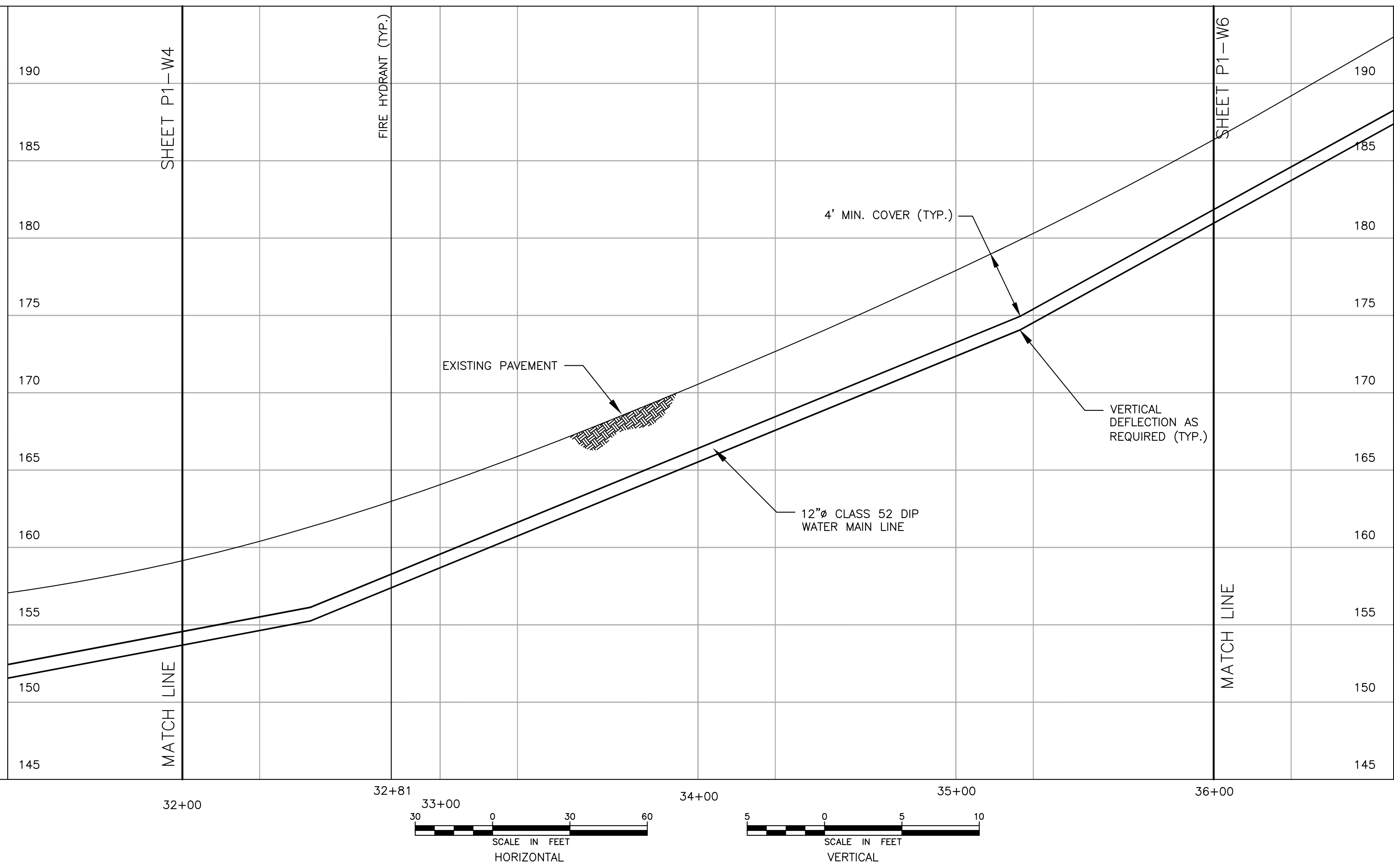
PHASE 1 - WATER MAIN EXTENSION
SHEET 4 (24+00 - 32+00)

Job No.	307822
No.	P1-W4
B/O	14
Total	39

P:\346660 - MARLBORO GROUP HOMES I - DRAWINGS\SANITARY SEWER - RMS\REV_9 - NJDEP WATER PERMIT\PHASE 1 - REV_9.DWG



WATER LINE EXTENSION PROFILE STATION 32+00 - 36+00



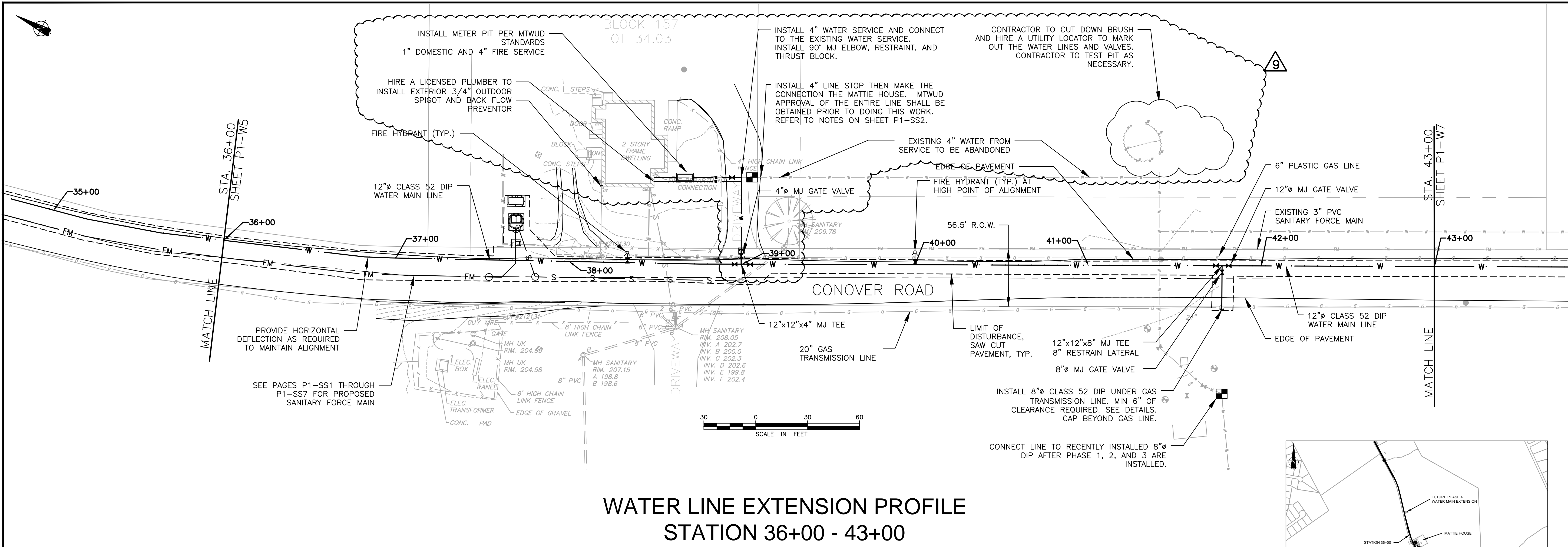
Revision	Date
REVISION 9 - NJDEP WATER PERMIT SET	10/27/19
REVISION 8 - NJDEP WATER PERMIT COMMENTS RESPONSE	10/02/19
REVISION 7 - CONVOY DPMC COMMENTS RESPONSE	08/05/19
REVISION 6 - CONVOY ROAD PACKAGE	07/11/19
REVISION 5 - NJDEP EMAIL COMMENT	02/04/19
REVISION 4 - NJDEP PERMIT REVIEW	11/15/18
REVISION 3 - TWA REVIEW	08/31/17
REVISION 2 - AS PER MTWLD REVIEW COMMENTS	03/25/16
REVISION 1 - AS PER APPLICATION REVIEW	11/17/15
ISSUED FOR DESIGN DEVELOPMENT REVIEW	09/23/15

JOSEPH J. KOEHLER Professional Engineer - N.J. Lic. No. 246E033876	Date
Checked JJK	Approved JJK
Drawn DWH	Date
Designed BK	Date

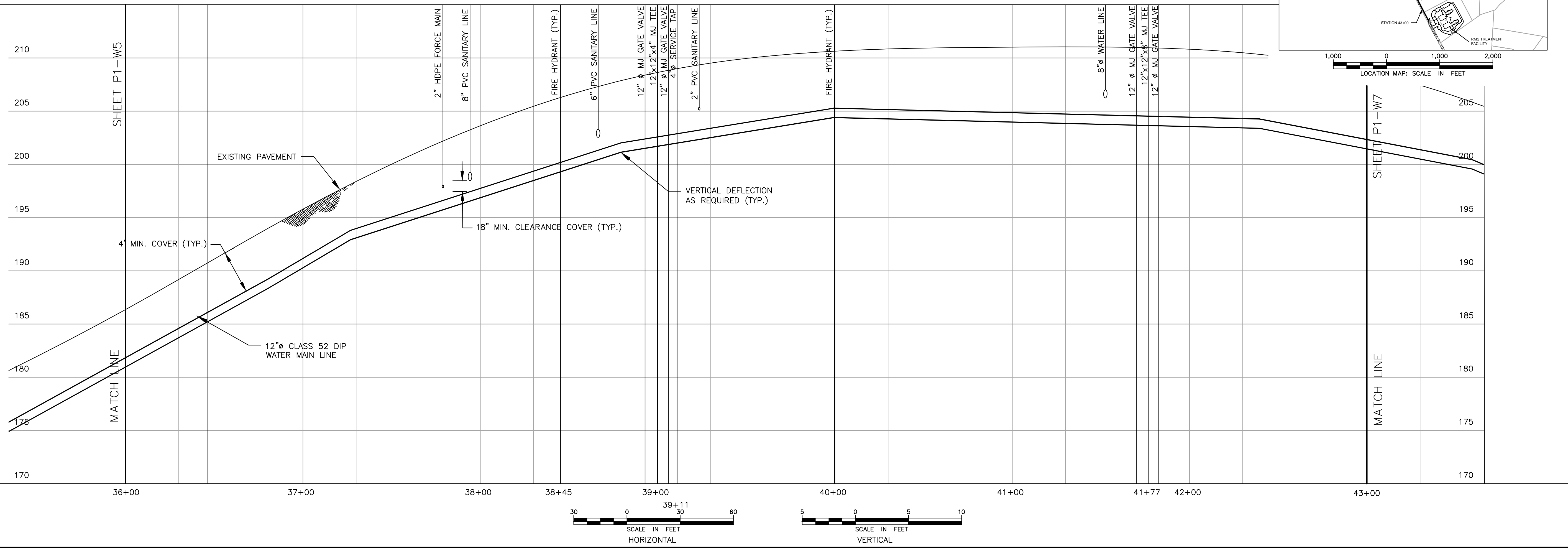
MOTT MACDONALD
Certificate No. 246A28016600
111 Wood Avenue South
Iselin, New Jersey 08830-4112

STATE OF NEW JERSEY
DIVISION OF PROPERTY MANAGEMENT AND CONSTRUCTION
MARLBORO PSYCHIATRIC HOSPITAL - MARLBORO, MONMOUTH COUNTY, NEW JERSEY
SANITARY FORCE MAIN AND WATER MAIN EXTENSION
PROJECT NO. A1133-00
PHASE 1 - WATER MAIN EXTENSION
SHEET 5 (32+00 - 36+00)

Job 307822	No. P1-W5
B/O 15	Total 39

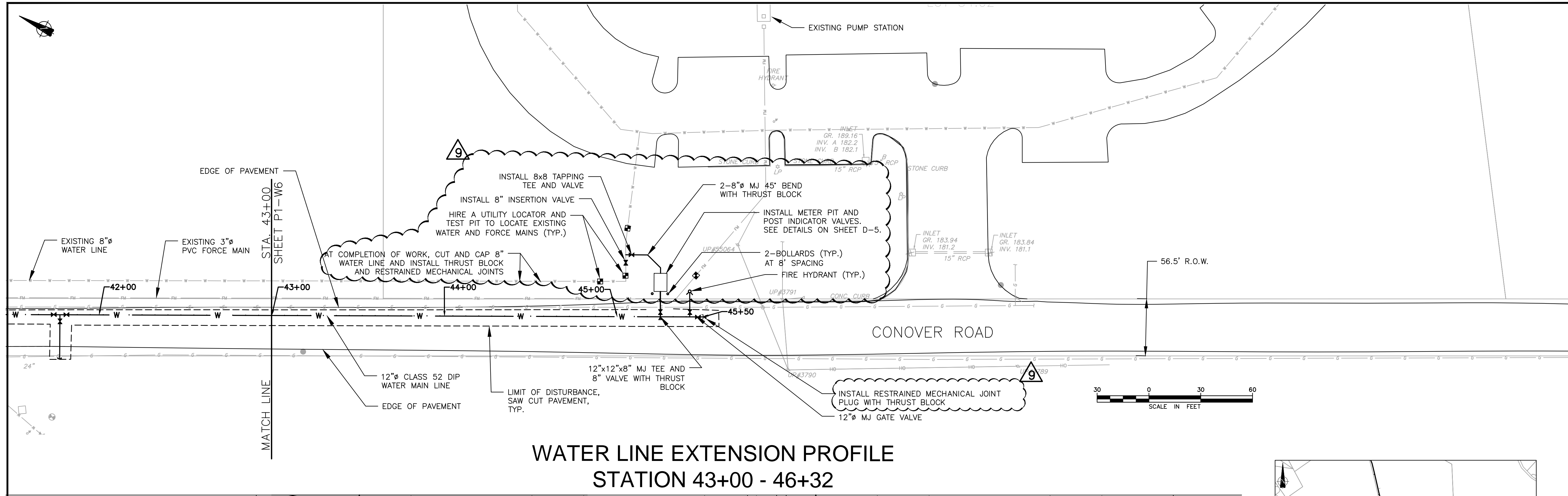


WATER LINE EXTENSION PROFILE STATION 36+00 - 43+00

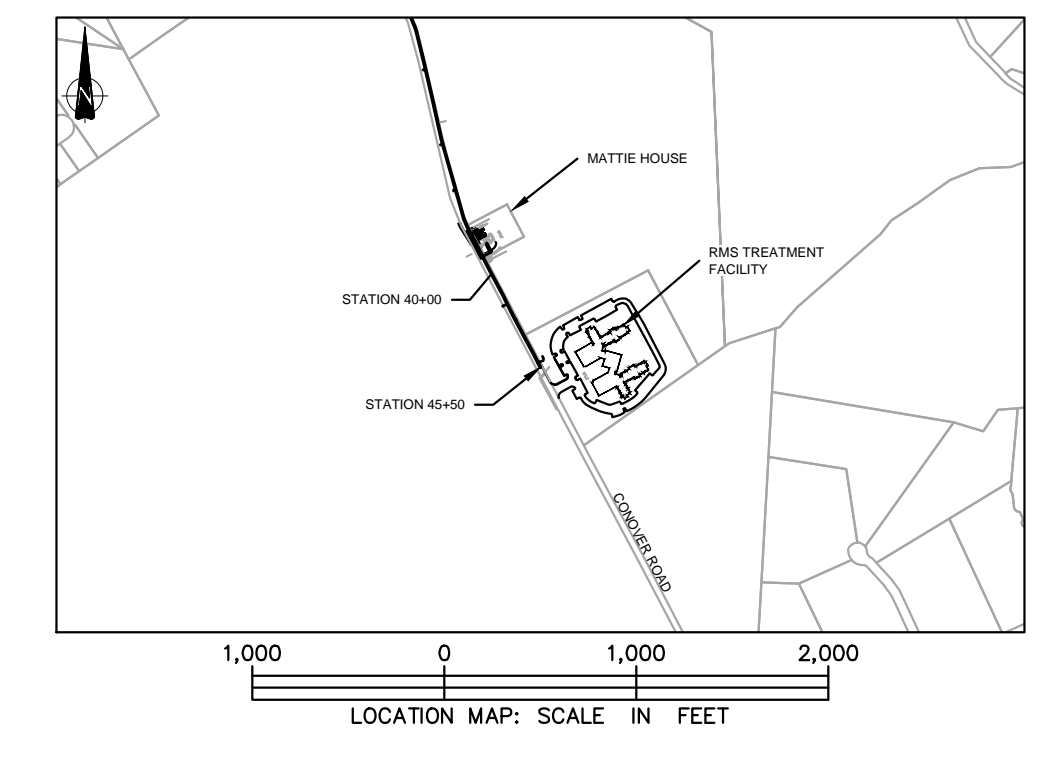
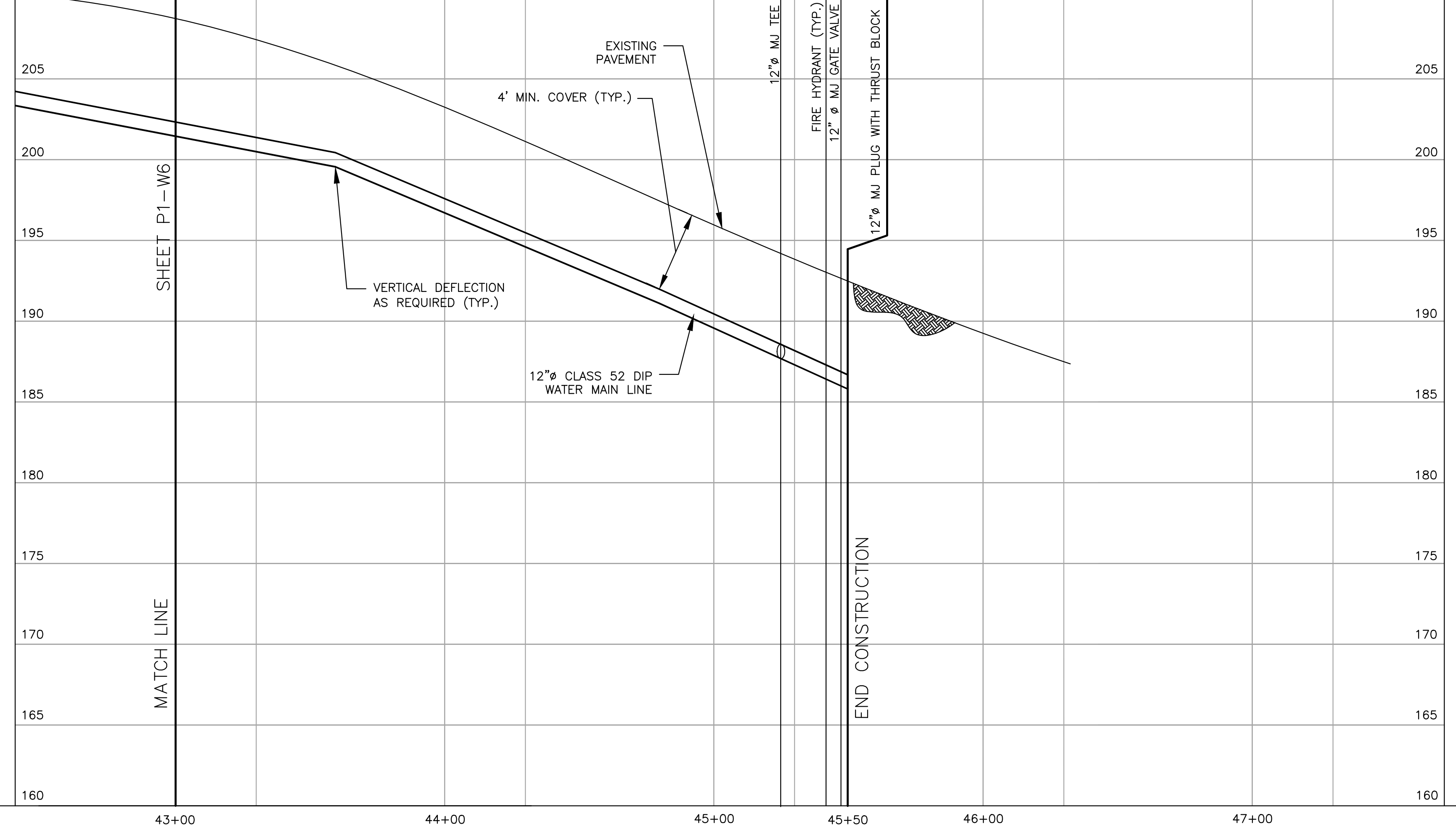


MOTT MACDONALD Certificate No. 2462A26016600 111 Wood Avenue South Iselin, New Jersey 08830-4112	
JOSEPH J. KOEHLER Professional Engineer - N.J. Lic. No. 246E033876	Date _____ Approved JUK Checked JUK Drawn DWH Designed BK
STATE OF NEW JERSEY DIVISION OF PROPERTY MANAGEMENT AND CONSTRUCTION MARLBORO PSYCHIATRIC HOSPITAL - MARLBORO, MONMOUTH COUNTY, NEW JERSEY SANITARY FORCE MAIN AND WATER MAIN EXTENSION PROJECT NO. A1133-00 PHASE 1 - WATER MAIN EXTENSION SHEET 6 (36+00 - 43+00)	
Job No. 307822	No. P1-W6 B/O 16 Total 39

Revision	Date
REVISION 9 - NJDEP WATER PERMIT SET	10/07/19
REVISION 8 - REVISIONS TO PERMIT DOCUMENT LETTER	08/05/19
REVISION 7 - CONVOY ROAD PACKAGE	07/11/19
REVISION 6 - NJDEP EMAIL COMMENT	02/04/19
REVISION 5 - NJDEP EMAIL COMMENT	02/04/19
REVISION 4 - TWA REVIEW	11/05/18
REVISION 3 - TWA REVIEW	08/31/18
REVISION 2 - AS PER MTWUD REVIEW COMMENTS	03/25/16
REVISION 1 - AS PER MTWUD REVIEW COMMENTS	11/07/15
ISSUED FOR PERMIT APPLICATION REVIEW	09/23/15
ISSUED FOR DESIGN DEVELOPMENT REVIEW	

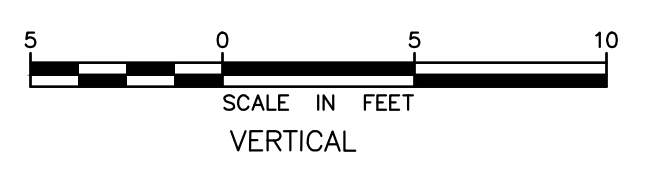
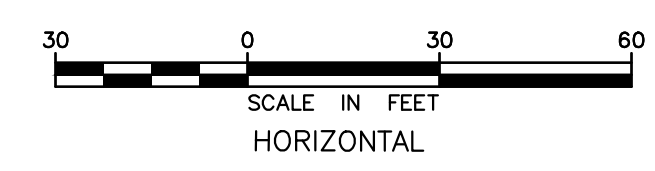


WATER LINE EXTENSION PROFILE STATION 43+00 - 46+32



NOTES:

- EXCAVATION OF THE WATER MAIN AND FORCE MAIN ON THE NEW HOPE AND DISCOVERY PROPERTY SHALL BE DEEP DUE TO PLACEMENT OF FILL OVER PIPES.
- COORDINATE ALL WORK WITH THE FACILITY TO MINIMIZE SANITARY SEWER PUMP STATION TEMPORARY SHUT DOWN TIME. 48-HOUR NOTIFICATION WILL BE REQUIRED.
- THE WATER SERVICE TRANSITION SHALL BE COMPLETED WITHOUT SHUT DOWN OF WATER SERVICE TO THE FACILITY.
- ALL NEW WATER LINES SHALL BE TESTED AND DISINFECTED PRIOR TO TRANSITIONING TO THE NEW WATER SYSTEM.
- CONTRACTOR RESPONSIBLE TO PERFORM TEST PITS AT UTILITY CROSSINGS.



REVISION 9 - NJDEP WATER PERMIT SET SHEET LETTER REVISION 8 - CONCEPTUAL COMMENTS RESPONSE REVISION 7 - CONCEPTUAL COMMENTS RESPONSE REVISION 6 - CONCEPTUAL COMMENTS RESPONSE REVISION 5 - CONCEPTUAL COMMENTS RESPONSE REVISION 4 - REVISIONS PERMITS REVIEW REVISION 3 - REVISIONS PERMITS REVIEW REVISION 2 - AS PER MTD REVIEW COMMENTS REVISION 1 - AS PER MTD REVIEW COMMENTS ISSUED FOR PERMIT APPLICATION REVIEW ISSUED FOR DESIGN DEVELOPMENT REVIEW		Date
10/07/19		
08/05/19		
07/11/19		
02/04/19		
01/15/19		
08/31/17		
03/25/16		
11/17/15		
09/23/15		

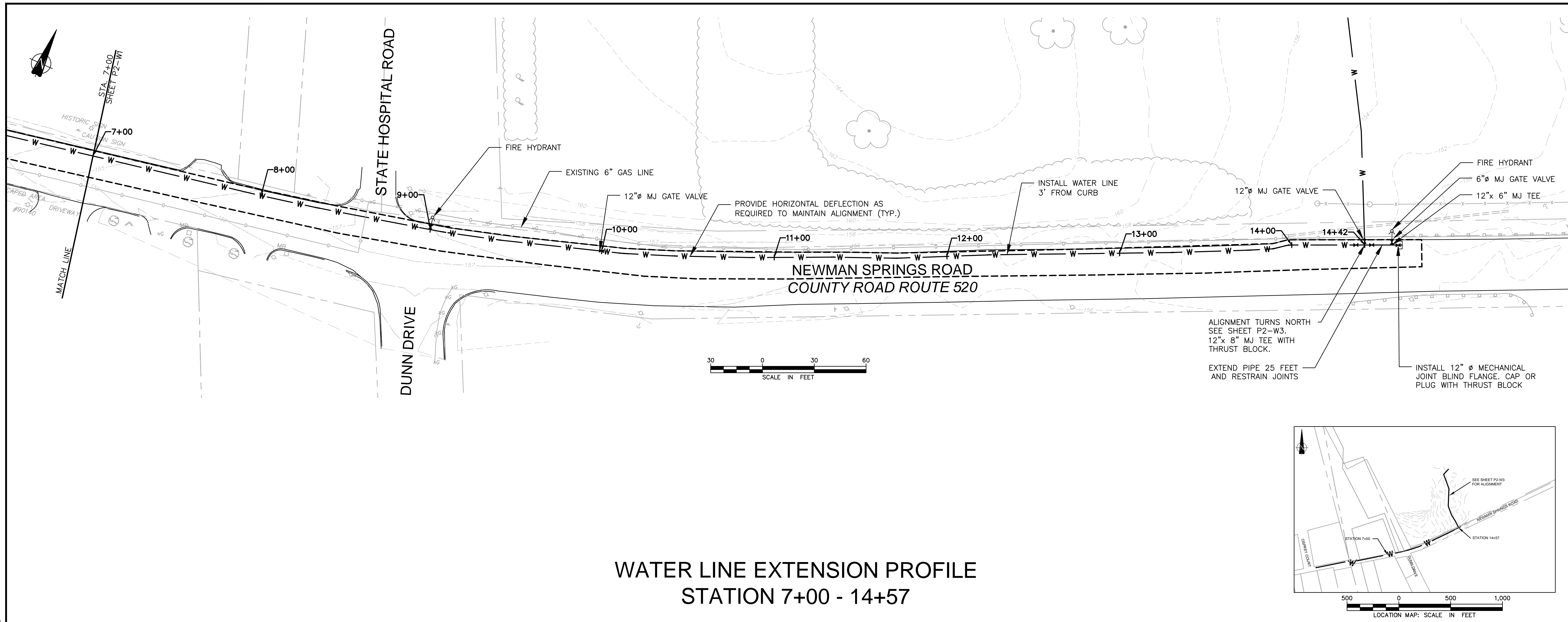
JOSEPH J. KOEHLER Professional Engineer - N.J. Lic. No. 246E033876	Date
Approved JJK	Date
Checked JJK	Date
Drawn DWH	Date
Designed BK	Date

MOTT MACDONALD Certificate No. 246A28016600 111 Wood Avenue South Iselin, New Jersey 08830-4112

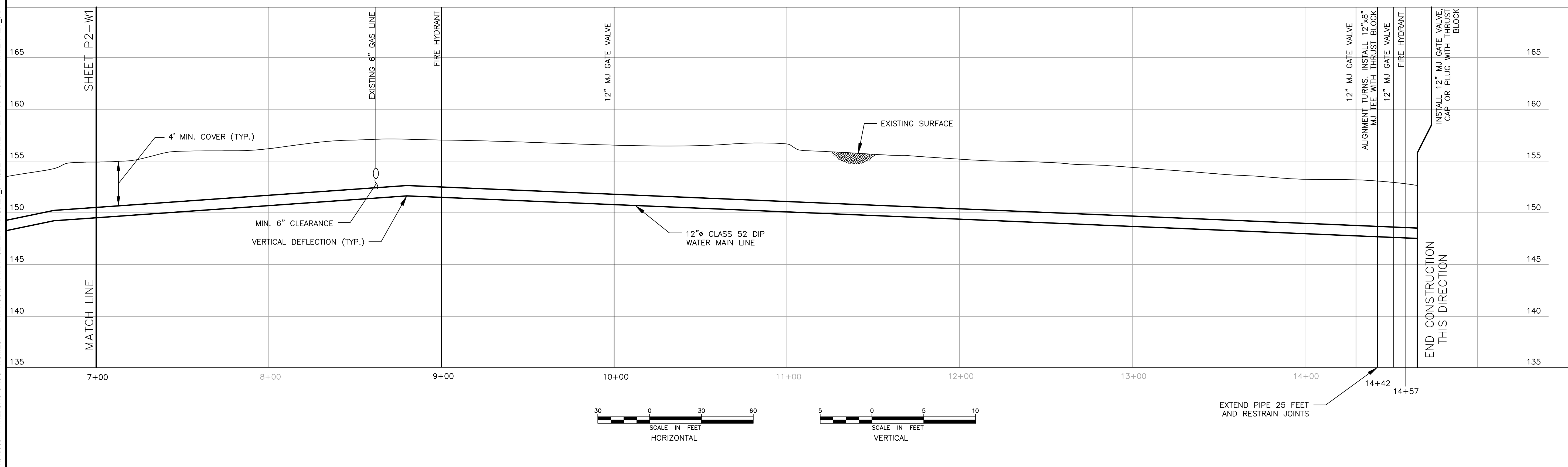
STATE OF NEW JERSEY DIVISION OF PROPERTY MANAGEMENT AND CONSTRUCTION MARLBORO PSYCHIATRIC HOSPITAL - MARLBORO, MONMOUTH COUNTY, NEW JERSEY SANITARY FORCE MAIN AND WATER MAIN EXTENSION PROJECT NO. A1133-00 PHASE 1 - WATER MAIN EXTENSION SHEET 7 (43+00 - 46+32)

Job	No.
307822	P1-W7
B/O	Total
17	39

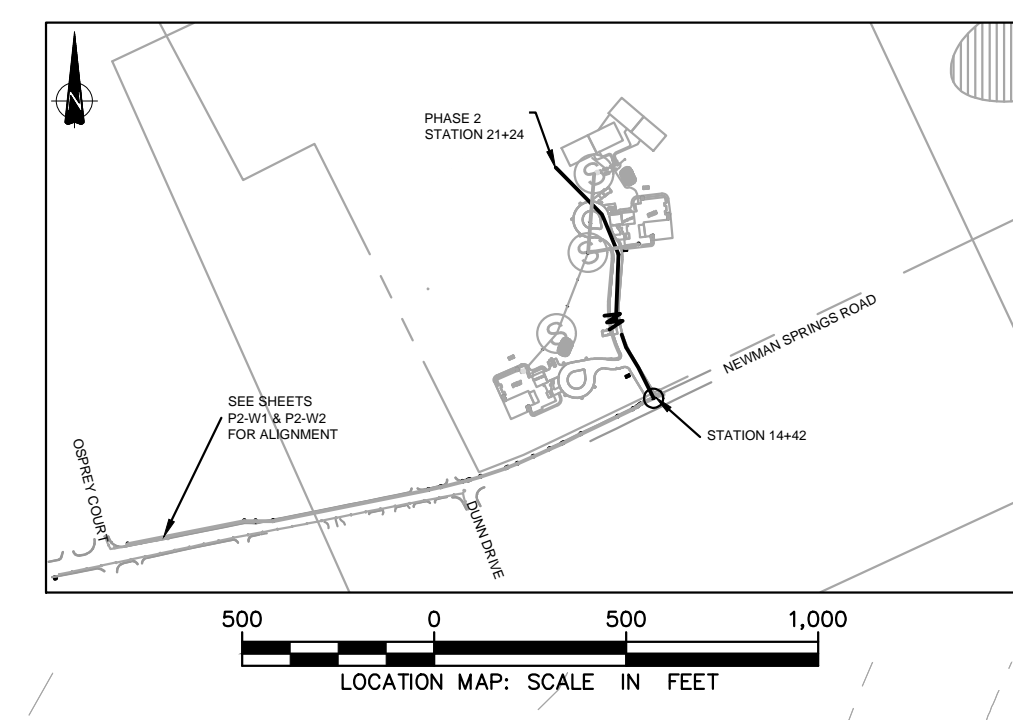
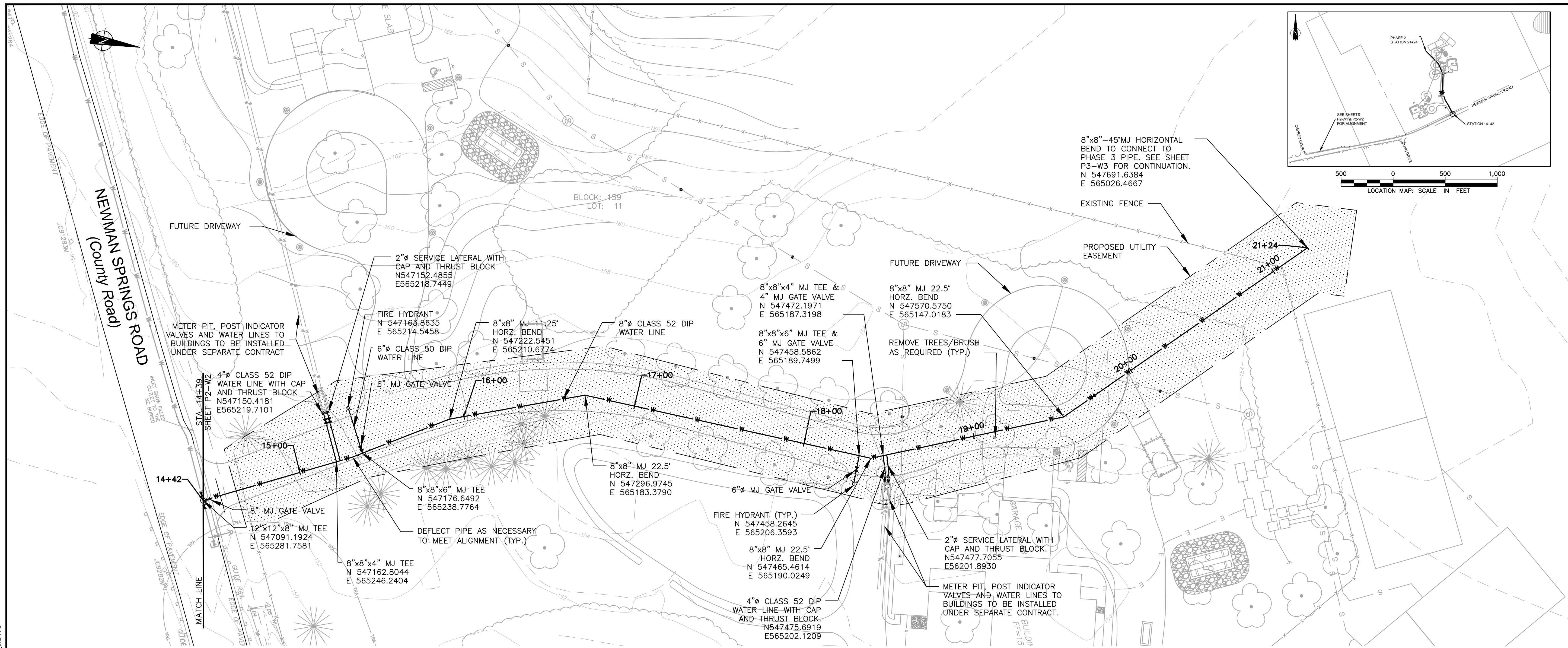
P:\348569 - MARLBORO GROUP HOMESII - DRAWINGS\SANITARY SEWER - RMS\REV_9 - NJDEP WATER PERMIT\PHASE 2A - WATER REV_9.DWG



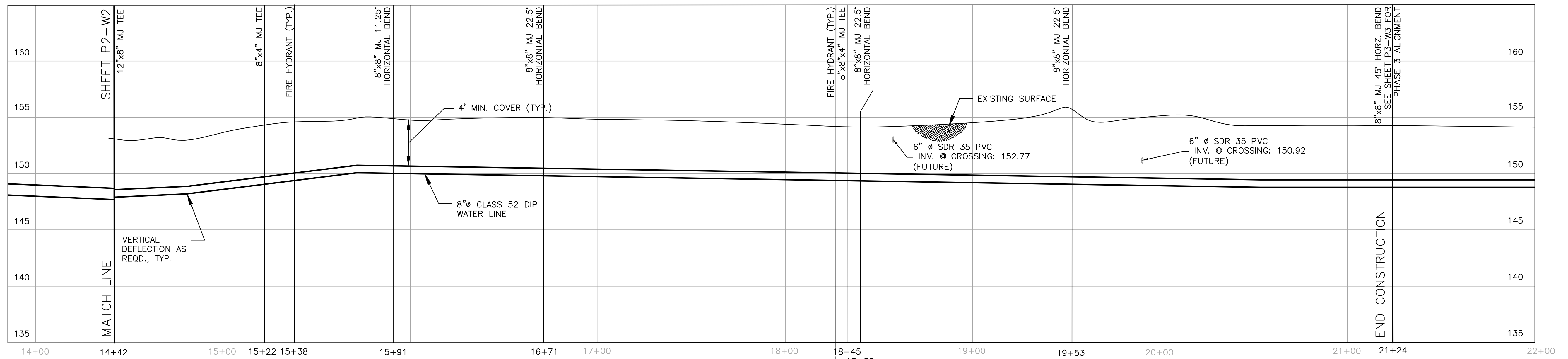
**WATER LINE EXTENSION PROFILE
STATION 7+00 - 14+57**



REVISION 9 - NDED WATER PERMIT SET REVISION 8 - RESPONSE TO MTMUD COMMENTS LETTER REVISION 7 - CONSIDER DPMC COMMENTS RESPONSE REVISION 6 - CONSIDER ROAD PACKAGE REVISION 5 - NJDEP EMAIL COMMENT REVISION 4 - TWA REVIEW REVISION 3 - TWA REVIEW REVISION 2 - AS PER MTMUD REVIEW COMMENTS REVISION 1 - AS PER MTMUD REVIEW COMMENTS ISSUED FOR PERMIT APPLICATION REVIEW 11/17/15 09/23/15		Date
JOSEPH J. KOEHLER Professional Engineer - N.J. Lic. No. 246E033876		Date
Designed	Drawn	Approved
	EWP	JUK
MOTT MACDONALD Certificate No. 246A28016600 111 Wood Avenue South Iselin, New Jersey 08830-4112		Date
STATE OF NEW JERSEY DIVISION OF PROPERTY MANAGEMENT AND CONSTRUCTION MARLBORO PSYCHIATRIC HOSPITAL - MARLBORO, MONMOUTH COUNTY, NEW JERSEY SANITARY FORCE MAIN AND WATER MAIN EXTENSION PROJECT NO. A1133-00 PHASE 2 - WATER MAIN EXTENSION SHEET 2 (7+00 - 14+42)		
Job No.	P2-W2	
307822	B/O	Total
19		39



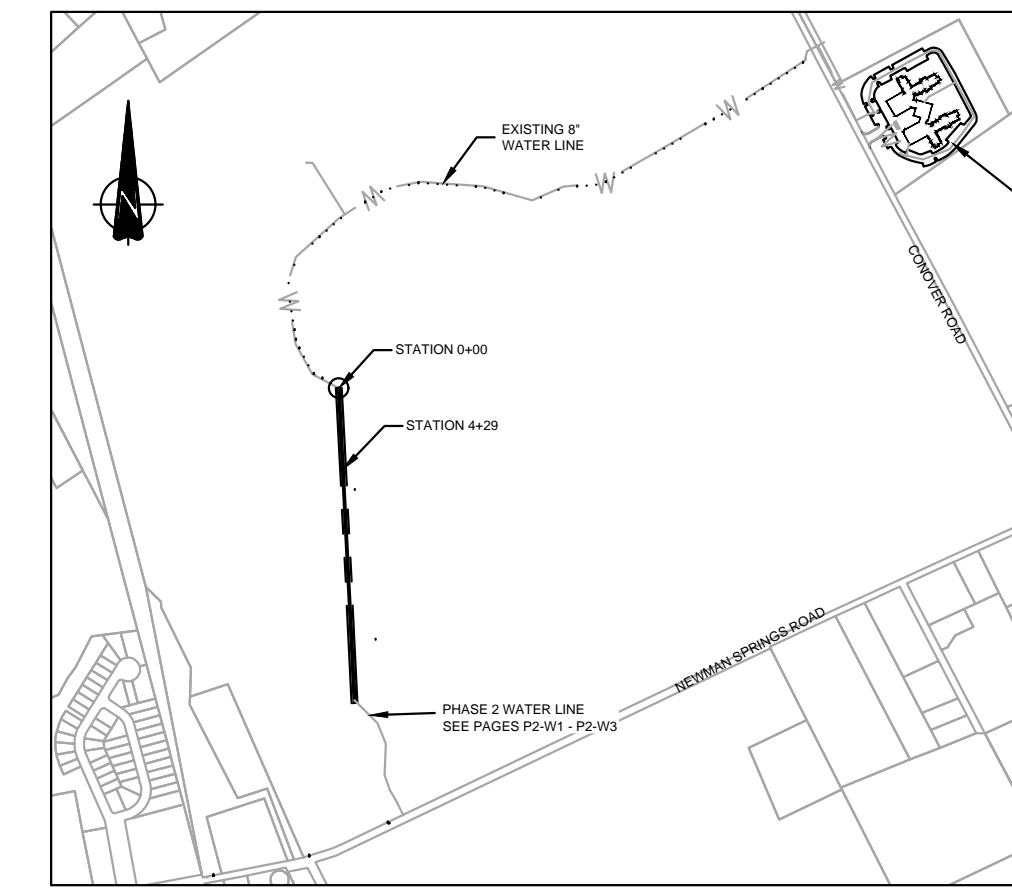
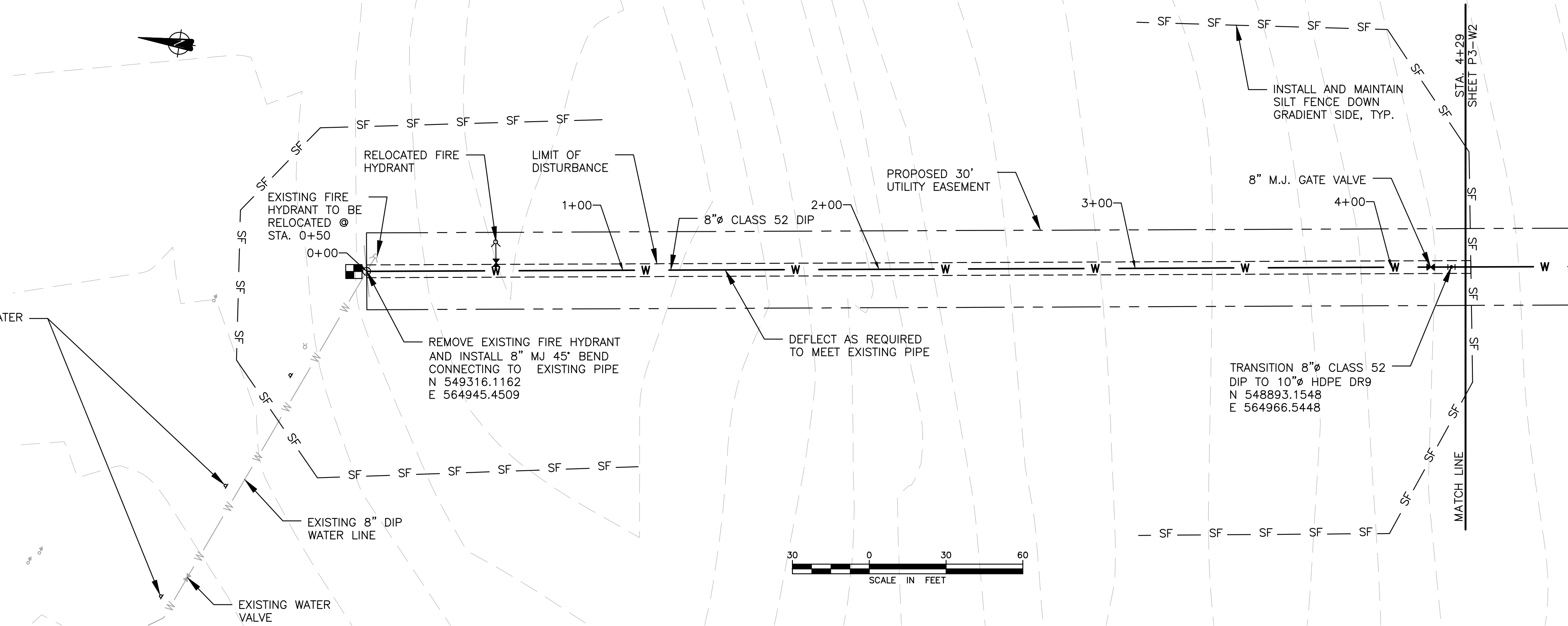
WATER LINE EXTENSION PROFILE STATION 14+42 - 21+24



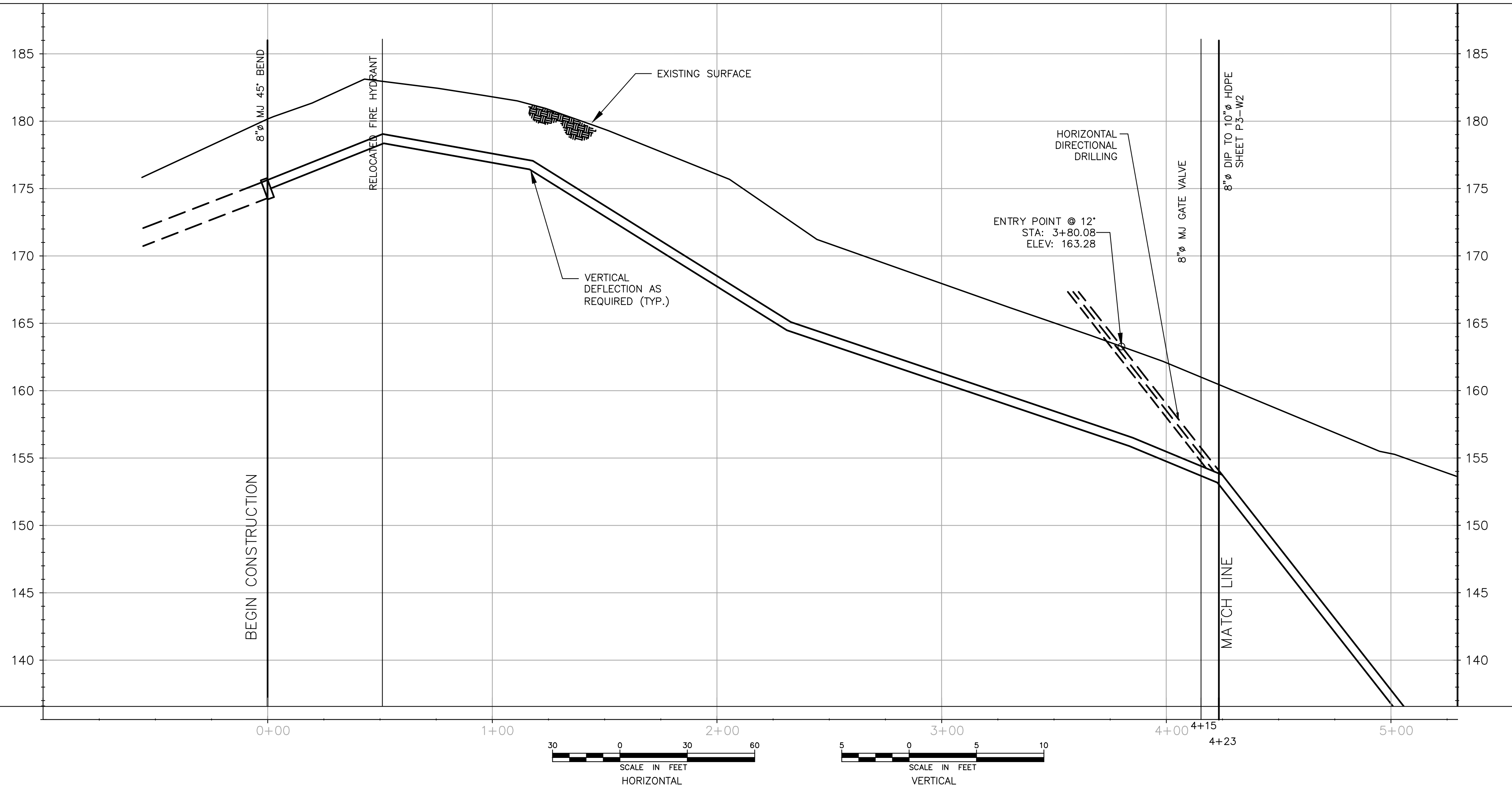
MOTT MACDONALD Certificate No. 246226016600 111 Wood Avenue South Iselin, New Jersey 08830-4112	
JOSEPH J. KOEHLER Professional Engineer - N.J. Lic. No. 246E033876	
DESIGNED: JJK DRAWN: EWP CHECKED: MJD APPROVED: JJK	DATE: _____ DATE: _____ DATE: _____ DATE: _____ DATE: _____ DATE: _____
STATE OF NEW JERSEY DIVISION OF PROPERTY MANAGEMENT AND CONSTRUCTION MARLBORO PSYCHIATRIC HOSPITAL - MARLBORO, MONMOUTH COUNTY, NEW JERSEY SANITARY FORCE MAIN AND WATER MAIN EXTENSION PROJECT NO. A1133-00 PHASE 2 - WATER MAIN EXTENSION SHEET 3 (14+42 - 21+24)	
Job No. 307822	No. P2-W3 B/O 20 Total 39

REVISION 6 - NJDEP WATER PERMIT SET
 REVISION 5 - RESPONSE TO MTMUD COMMENT LETTER
 REVISION 4 - CONDOR ROAD PACKAGE
 REVISION 3 - NJDEP EMAIL COMMENT
 REVISION 2 - TWA REVIEW
 REVISION 1 - AS PER MTMUD REVIEW COMMENTS
 ISSUED FOR PERMIT APPLICATION REVIEW
 ISSUED FOR DESIGN DEVELOPMENT REVIEW

IDENTIFY LOCATION OF EXISTING WATER MAIN WITH 72" BLUE FIBERGLASS UTILITY POSTS SPACED AT 50' INTERVALS (TYPICAL)



WATER LINE EXTENSION PROFILE
STATION 0+00 - 4+29



Revision	Date
REVISION 1 - AS PER MTMUD REVIEW COMMENTS ISSUED FOR PERMIT APPLICATION REVIEW	11/17/15
REVISION 2 - AS PER MTMUD REVIEW COMMENTS	03/25/16
REVISION 3 - TWA REVIEW	08/31/17
REVISION 4 - NJDEP EMAIL COMMENT	11/15/18
REVISION 5 - NJDEP EMAIL COMMENT	02/04/19
REVISION 6 - CONVOY ROAD PACKAGE	07/11/19
REVISION 7 - CONVOY ROAD COMMENTS RESPONSE	08/05/19
REVISION 8 - RESPONSE TO MTMUD COMMENTS LETTER	08/16/19
REVISION 9 - NJDEP WATER PERMIT SET	10/27/19

Design	Drawn	Checked	Approved	Date
	BK	JUK		

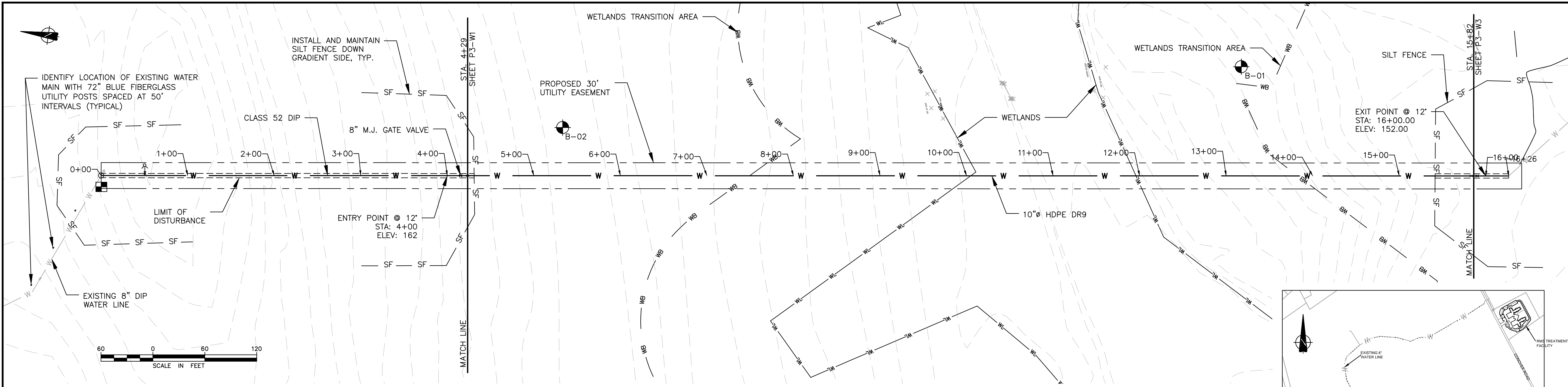
JOSEPH J. KOEHLER
Professional Engineer - N.J. Lic. No. 246E033876

M MOTT MACDONALD
Certificate No. 246A28016600
111 Wood Avenue South
Iselin, New Jersey 08830-4112

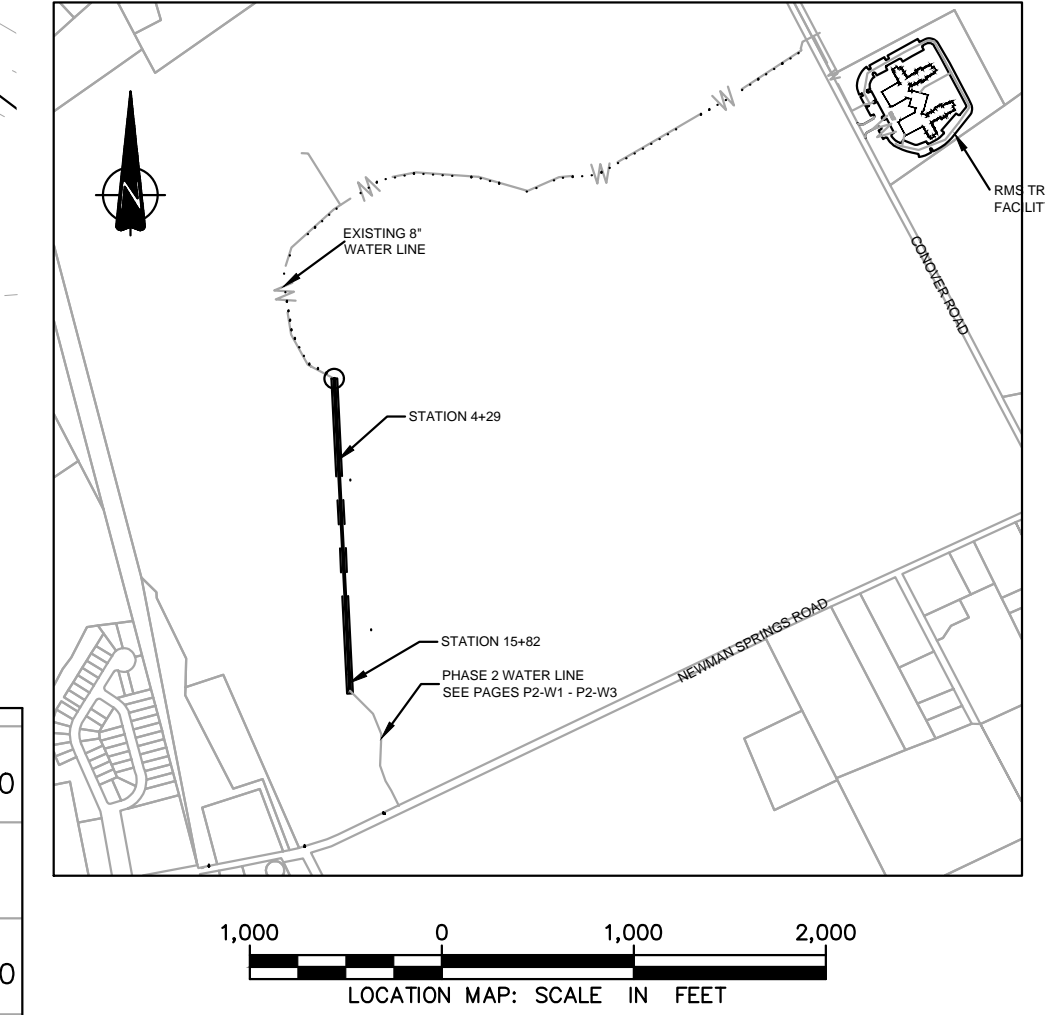
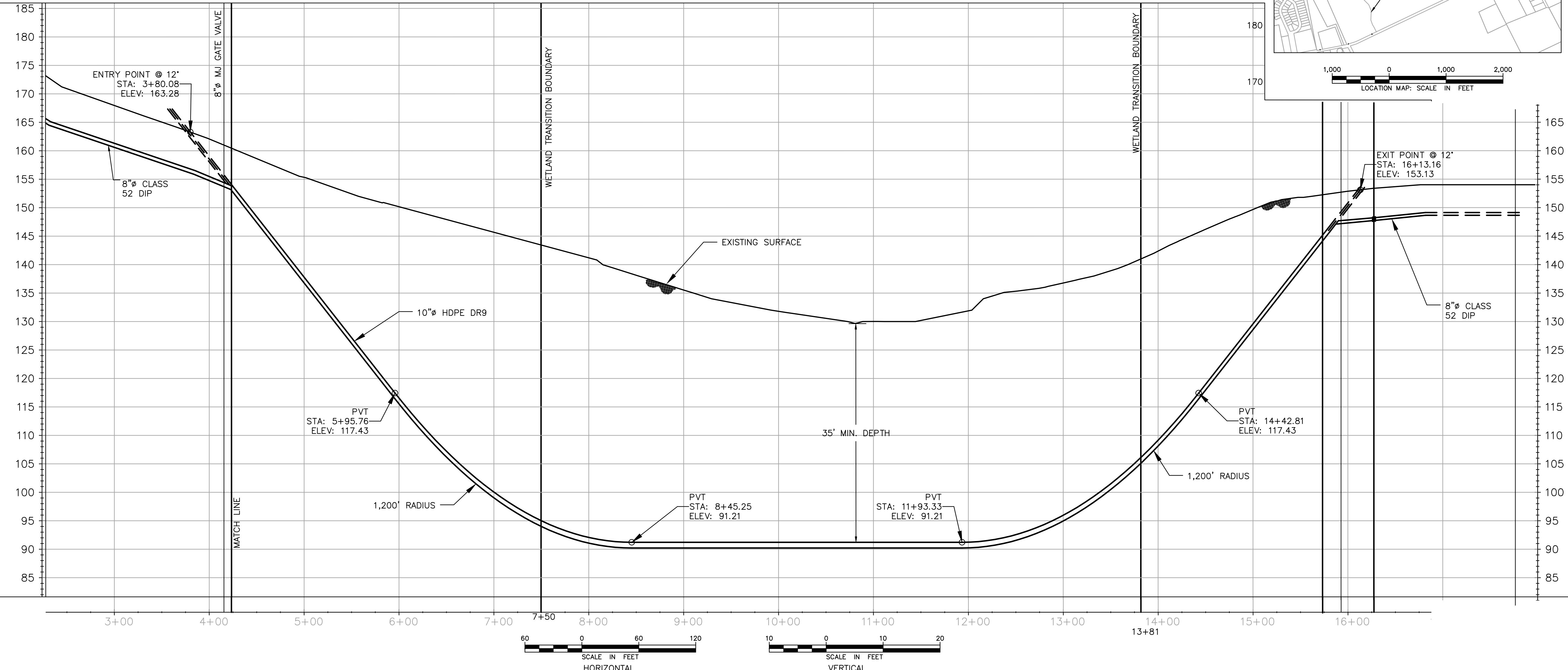
STATE OF NEW JERSEY
DIVISION OF PROPERTY MANAGEMENT AND CONSTRUCTION
MARLBORO PSYCHIATRIC HOSPITAL - MARLBORO, MONMOUTH COUNTY, NEW JERSEY
SANITARY FORCE MAIN AND WATER MAIN EXTENSION
PROJECT NO. A1133-00
PHASE 3 - WATER MAIN EXTENSION
SHEET 1 (0+00 - 4+29)

Job	No.
307822	P3-W1

B/O	Total
21	39



WATER LINE EXTENSION PROFILE
STATION 4+29 - 15+82



Revision	Date
REVISION 9 - NIDES WATER PERMIT SET	10/27/19
REVISION 8 - RESPONSE TO MTD/C COMMENTS LETTER	08/16/19
REVISION 7 - CONVOY ROAD PACKAGE	08/05/19
REVISION 6 - NIDEP EMAIL COMMENT	07/11/19
REVISION 5 - NIDEP EMAIL COMMENT	02/04/19
REVISION 4 - NIDEP PERMITS REVIEW	11/15/18
REVISION 3 - TWA REVIEW	08/31/17
REVISION 2 - AS PER MTD/C REVIEW COMMENTS	03/25/16
REVISION 1 - AS PER MTD/C REVIEW COMMENTS	11/17/15
ISSUED FOR PERMIT APPLICATION REVIEW	09/23/15
ISSUED FOR DESIGN DEVELOPMENT REVIEW	

Designed	Drawn	Checked	Approved	Date
	BK	JUK		

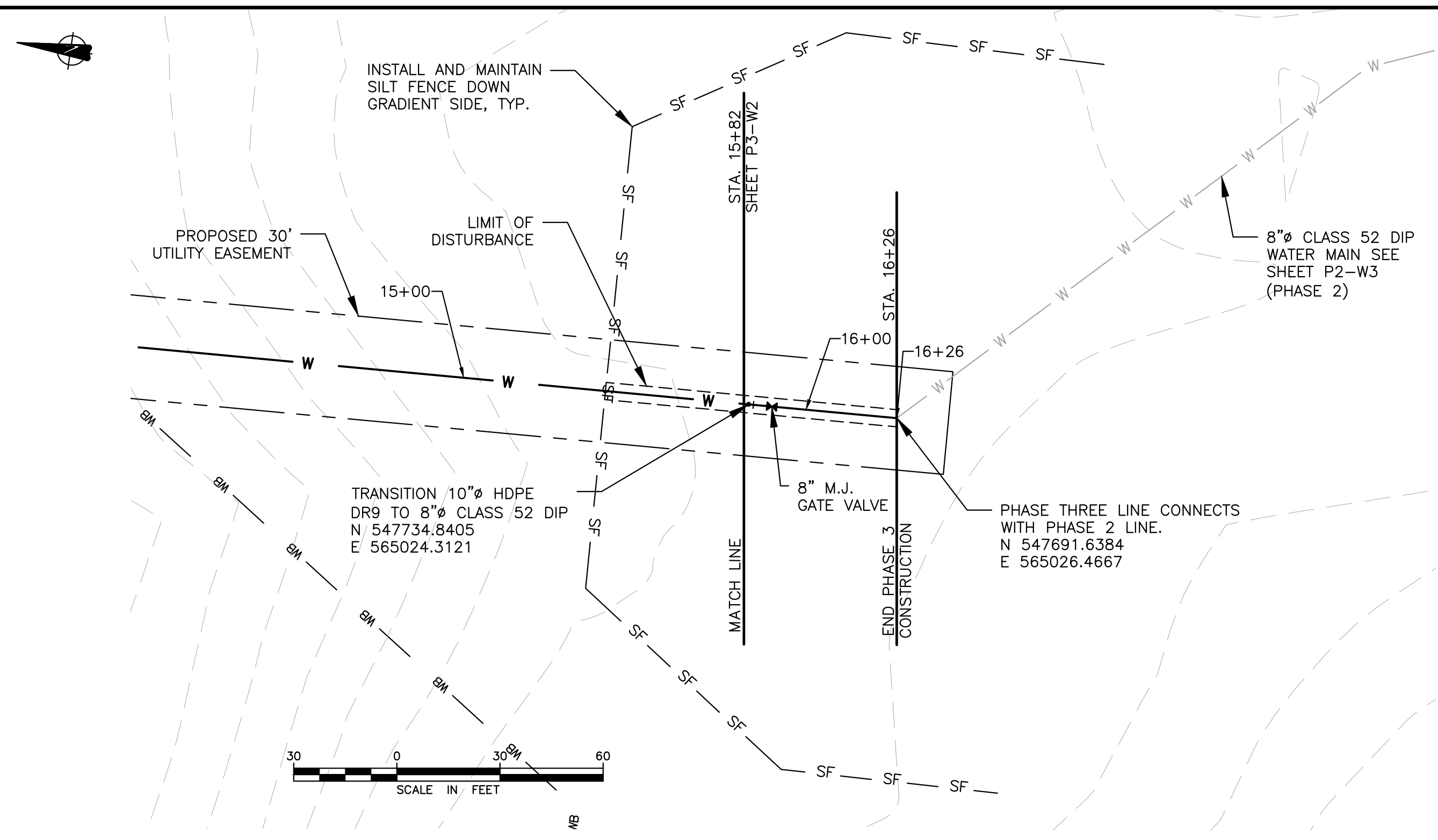
JOSEPH J. KOEHLER
Professional Engineer - N.J. Lic. No. 246E033876

MOTT MOTT MACDONALD	Certificate No. 246A28016800
111 Wood Avenue South Iselin, New Jersey 08830-4112	

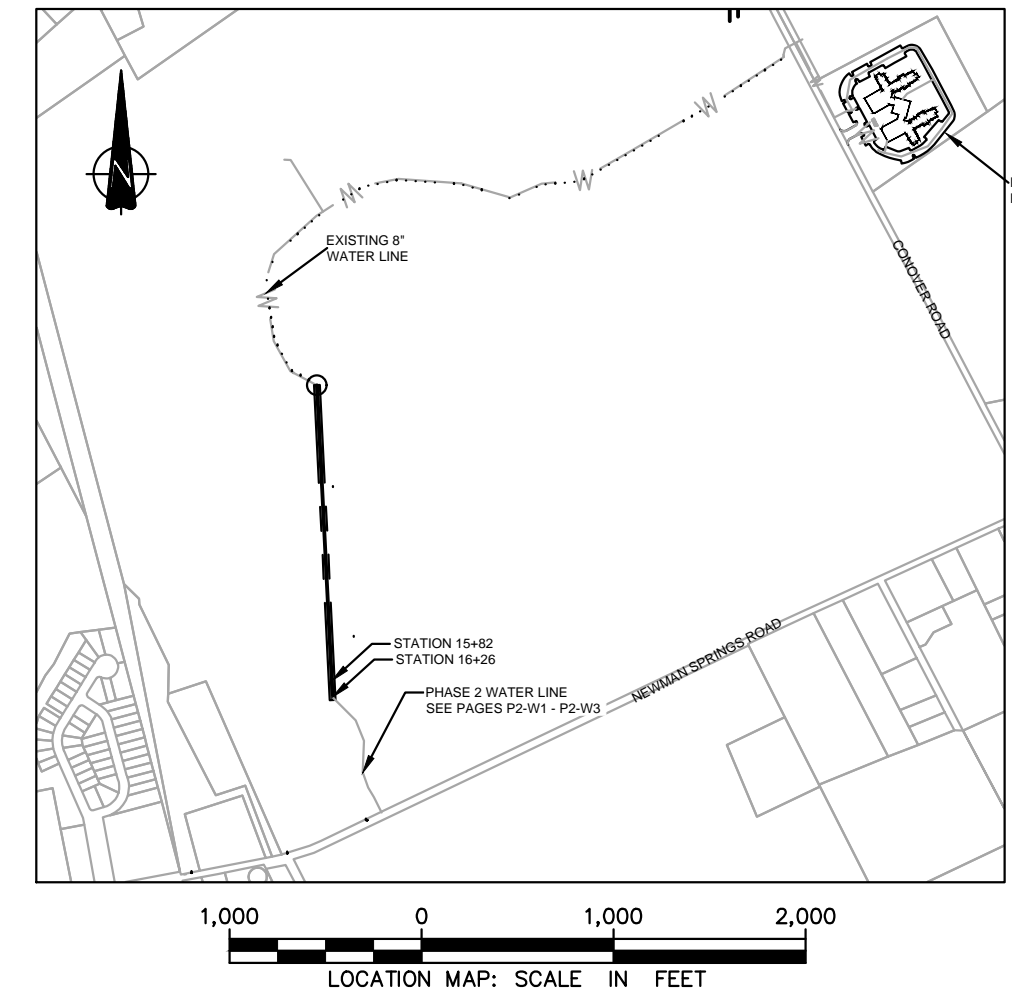
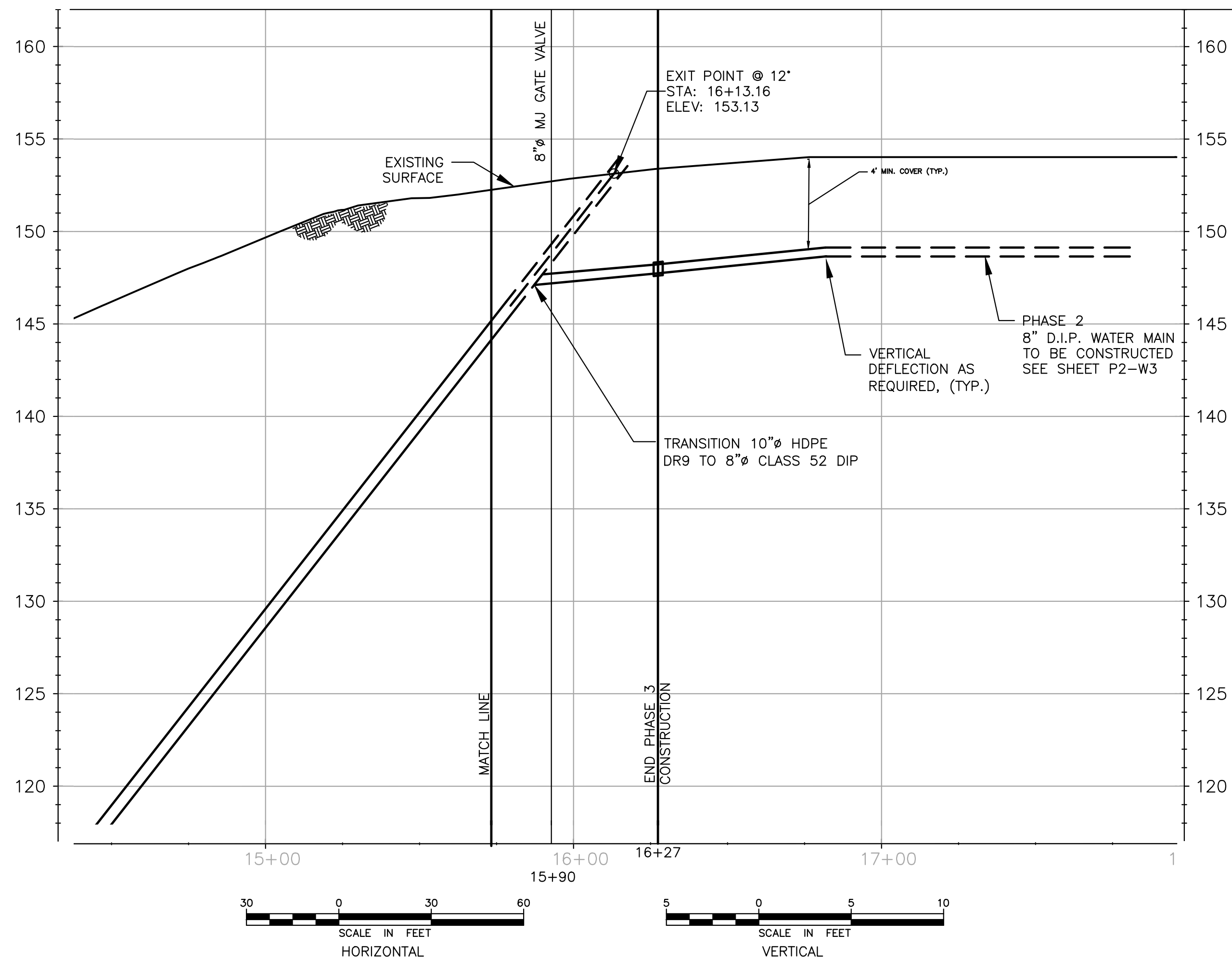
STATE OF NEW JERSEY
DIVISION OF PROPERTY MANAGEMENT AND CONSTRUCTION
MARLBORO PSYCHIATRIC HOSPITAL - MARLBORO, MONMOUTH COUNTY, NEW JERSEY
SANITARY FORCE MAIN AND WATER MAIN EXTENSION
PROJECT NO. A1133-00
PHASE 3 - WATER MAIN EXTENSION
SHEET 2 (4+29 - 15+82)

Job No.	307822	No.	P3-W2
B/O	22	Total	39

P:\1346569 - MARLBORO GROUP HOMESII - DRAWINGS\SANITARY SEWER - RMS\REV_9 - NIDEP WATER PERMIT\PHASE 3 - WATER-01 REV_9.DWG



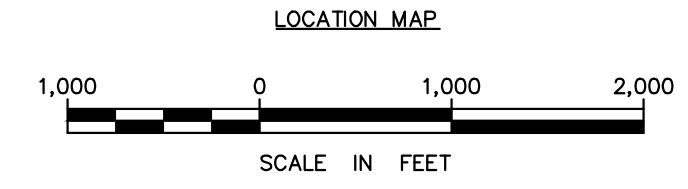
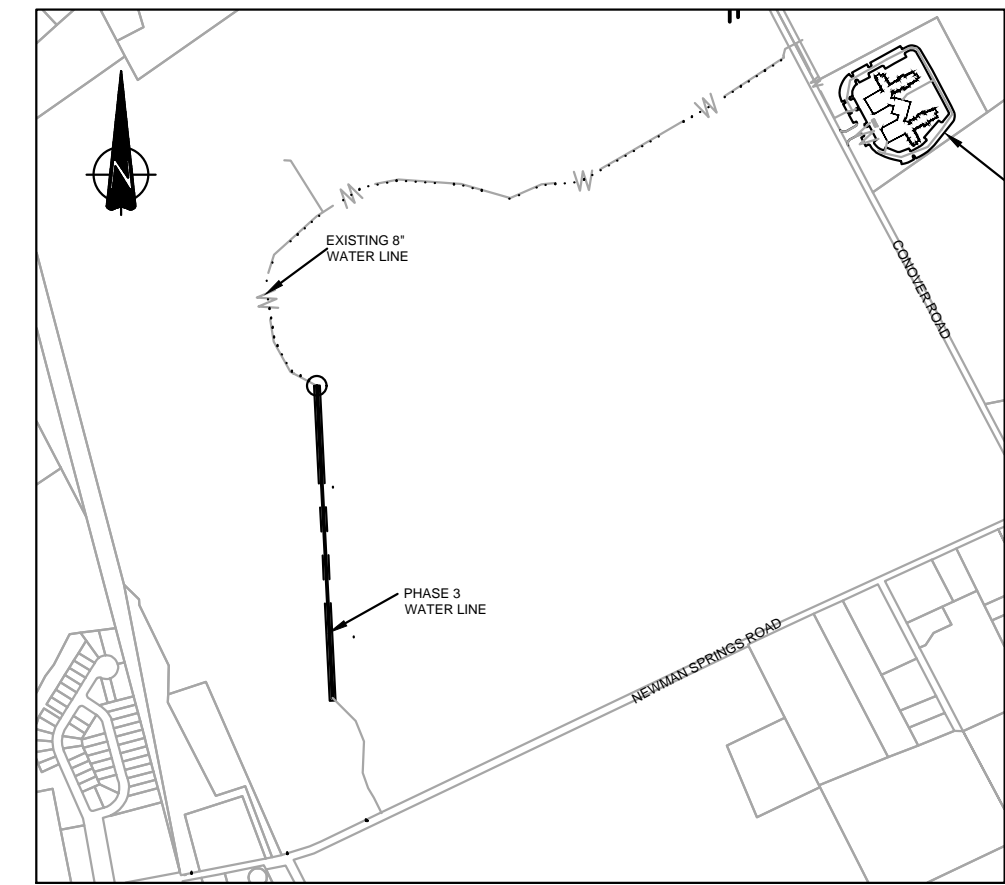
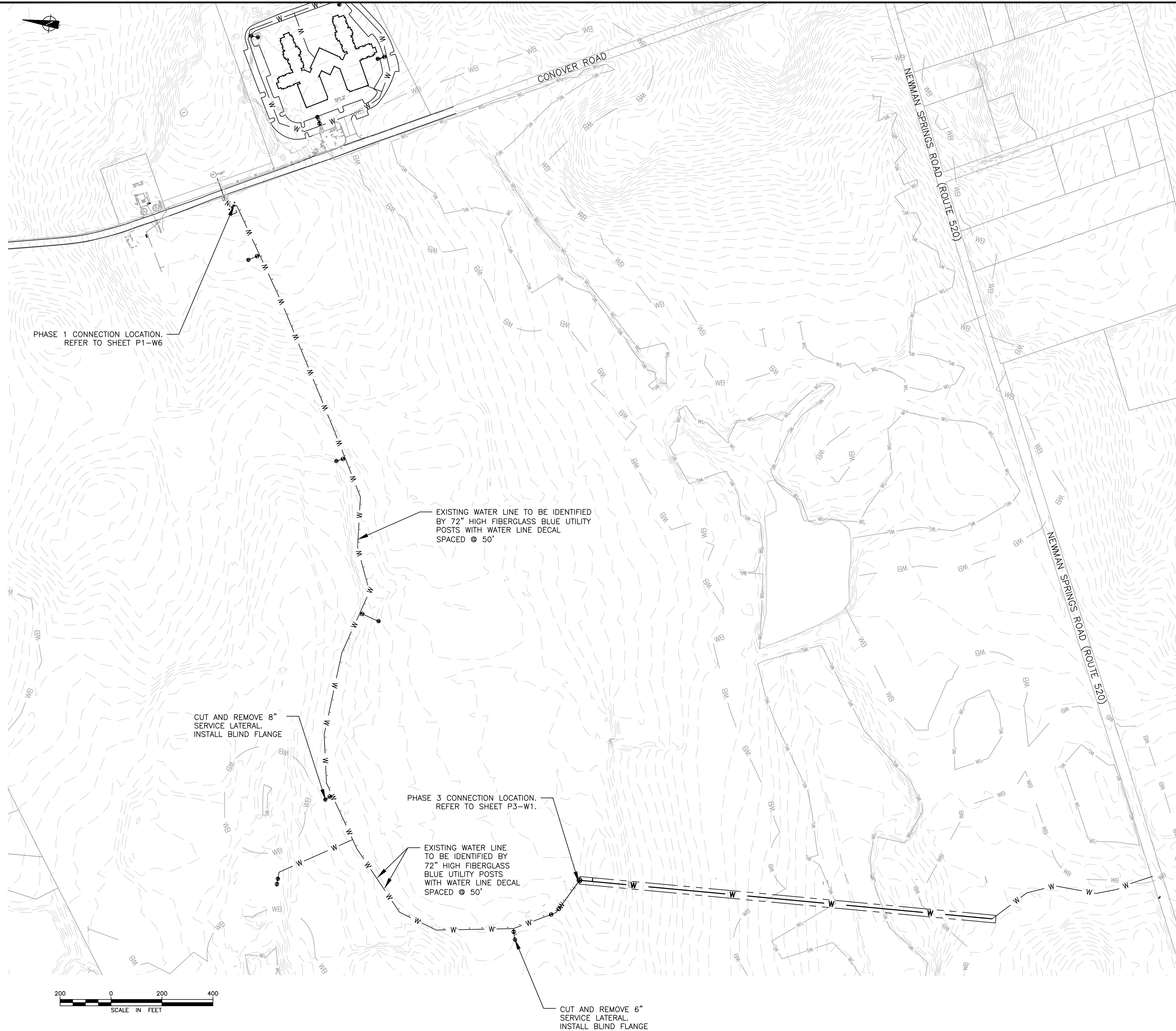
WATER LINE EXTENSION PROFILE
STATION 15+82 - 16+27



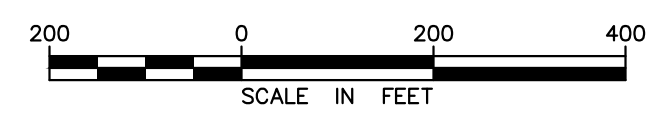
<p>MOTT MACDONALD Certificate No. 2462A28016600 111 Wood Avenue South Iselin, New Jersey 08830-4112</p>		<p>JOSEPH J. KOEHLER Professional Engineer - N.J. Lic. No. 246E033876</p>	
Designed	Drawn	Checked	Date
BK	JJK	JJK	Date
<p>STATE OF NEW JERSEY DIVISION OF PROPERTY MANAGEMENT AND CONSTRUCTION MARLBORO PSYCHIATRIC HOSPITAL - MARLBORO, MONMOUTH COUNTY, NEW JERSEY SANITARY FORCE MAIN AND WATER MAIN EXTENSION PROJECT NO. A1133-00 PHASE 3 - WATER MAIN EXTENSION SHEET 3 (15+82 - 16+27)</p>			
Job	No.		
307822	P3-W3		
B/O	Total		
23	39		

Date	Revision
10/27/19	REVISION 9 - NJDEP WATER PERMIT SET
10/01/19	REVISION 8 - PERMITTING AND COMMENT LETTER
08/05/19	REVISION 7 - CONSIDER ROAD PACKAGE
07/11/19	REVISION 6 - CONSIDER ROAD PACKAGE
02/04/19	REVISION 5 - NJDEP EMAIL COMMENT
01/15/18	REVISION 4 - NJDEP PERMIT REVIEW
11/15/18	REVISION 3 - TWA REVIEW
08/21/17	REVISION 2 - AS PER MITLUD REVIEW COMMENTS
03/25/16	REVISION 1 - AS PER MITLUD REVIEW COMMENTS
11/17/15	ISSUED FOR PERMIT APPLICATION REVIEW
09/23/15	ISSUED FOR DESIGN DEVELOPMENT REVIEW

\\VWAL-FAS2040.MOTTMAC.GROUP.INT\PROJECTS\NE1346569 - MARLBORO GROUP HOMES I - DRAWINGS\SSANITARY SEWER - RMS\REV_9 - NJDEP WATER PERMITHASE 3 - WATER-01 REV_9.DWG

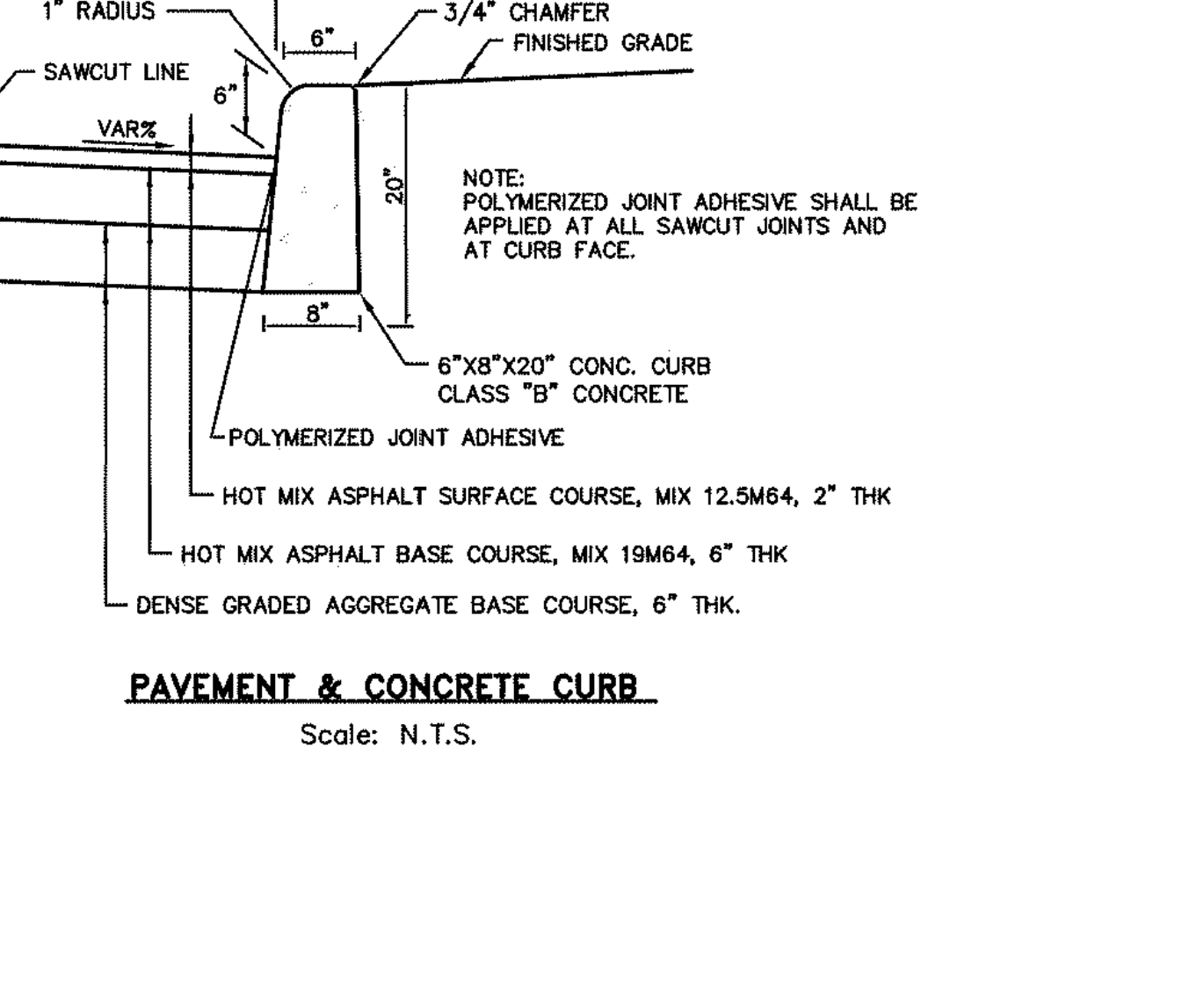
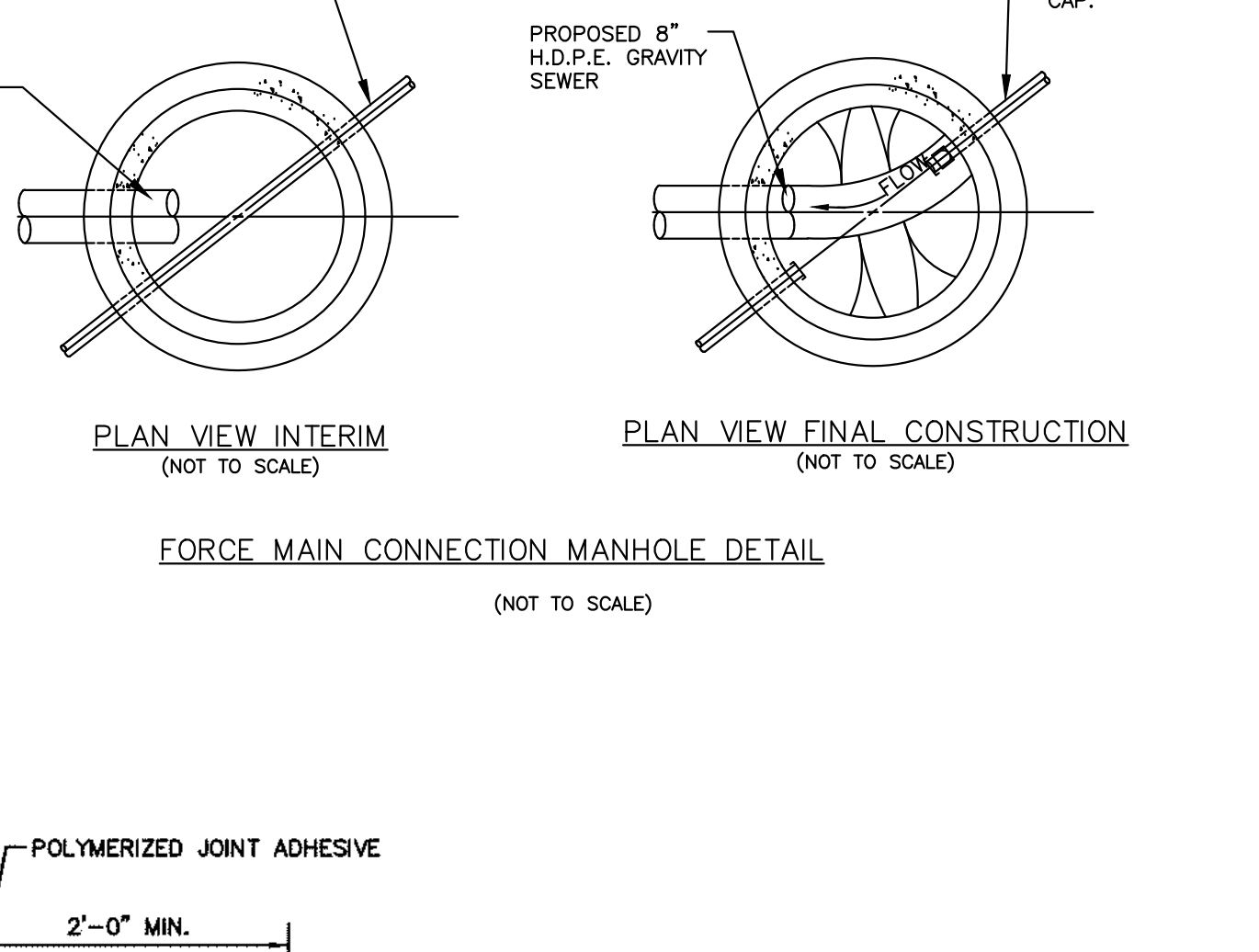
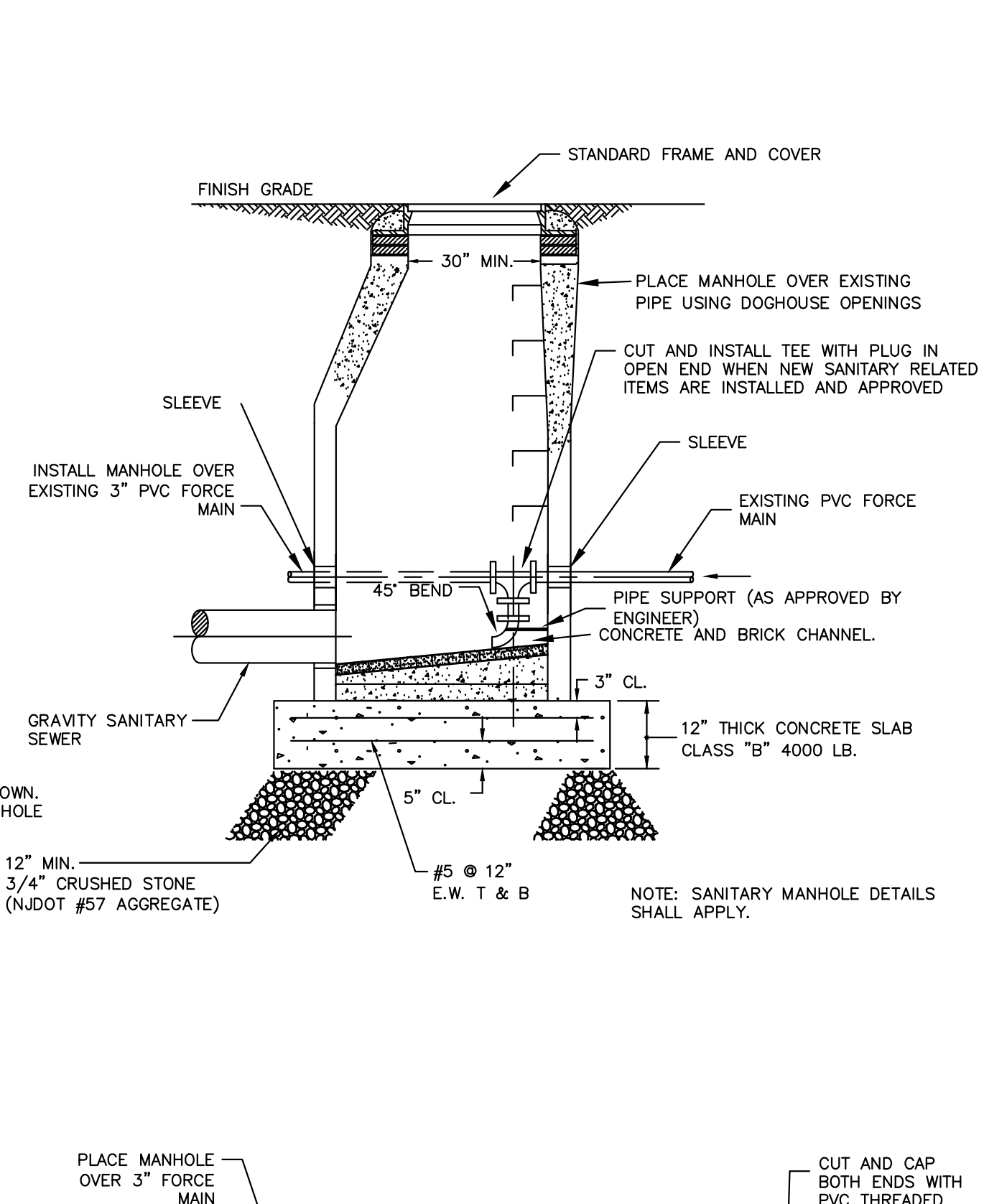
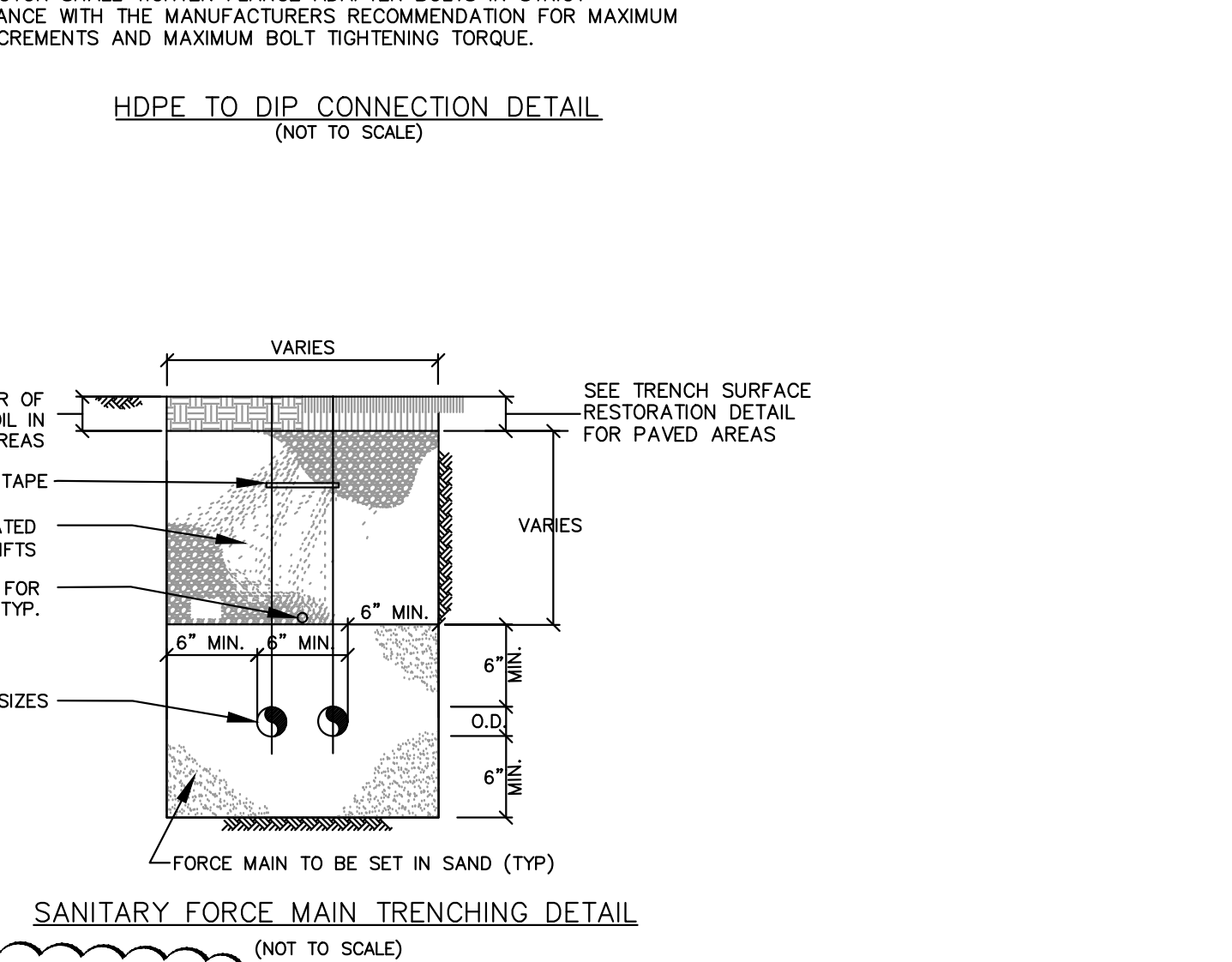
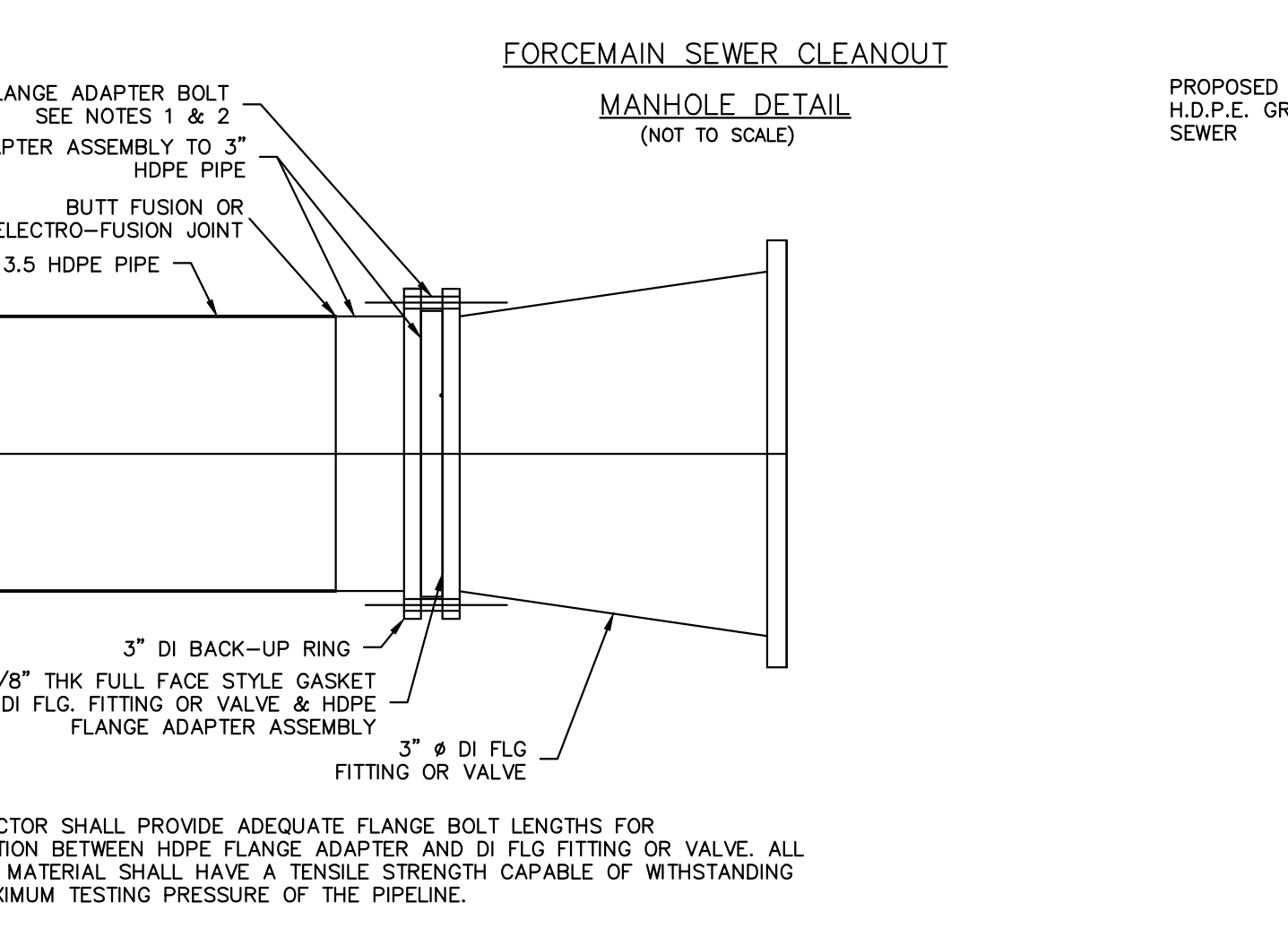
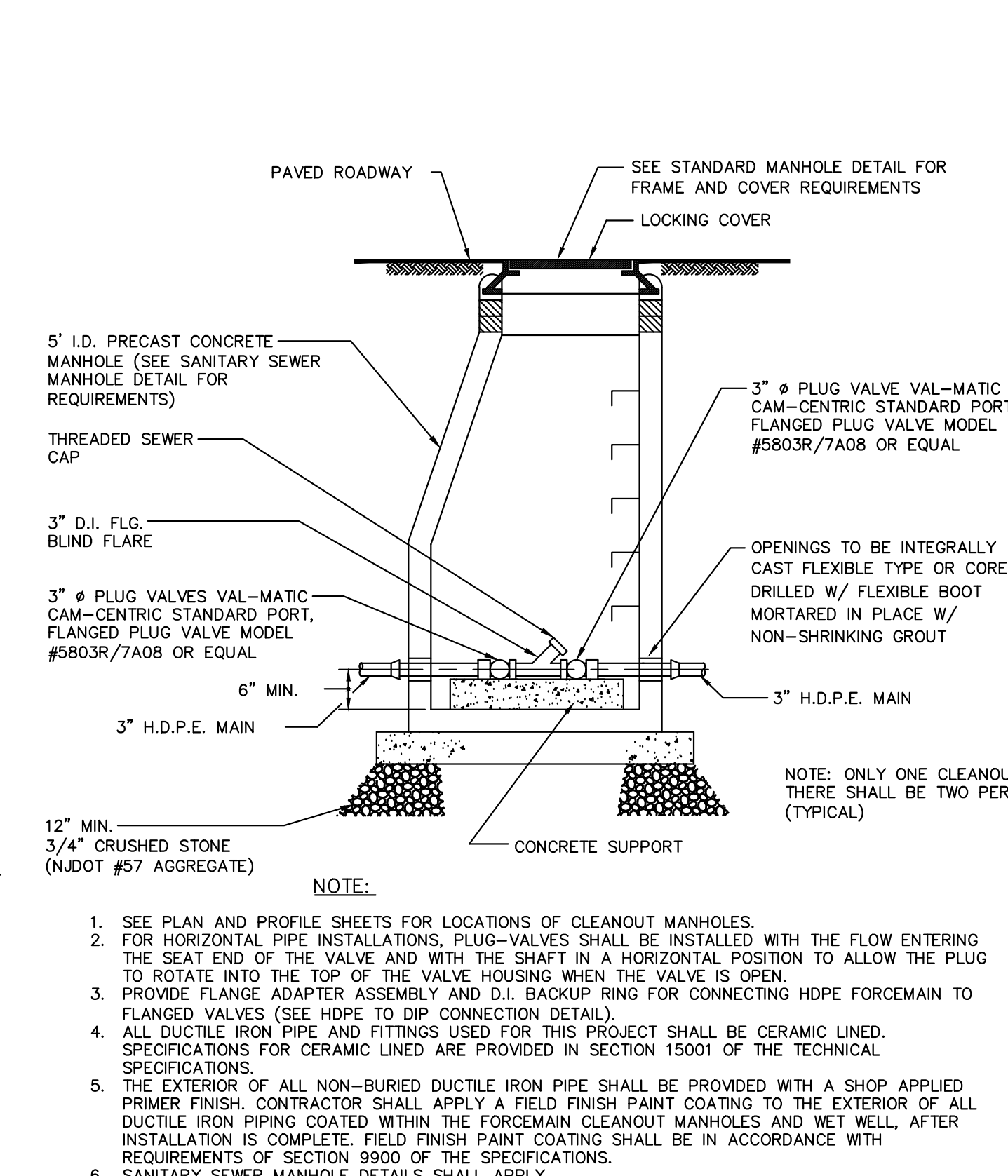
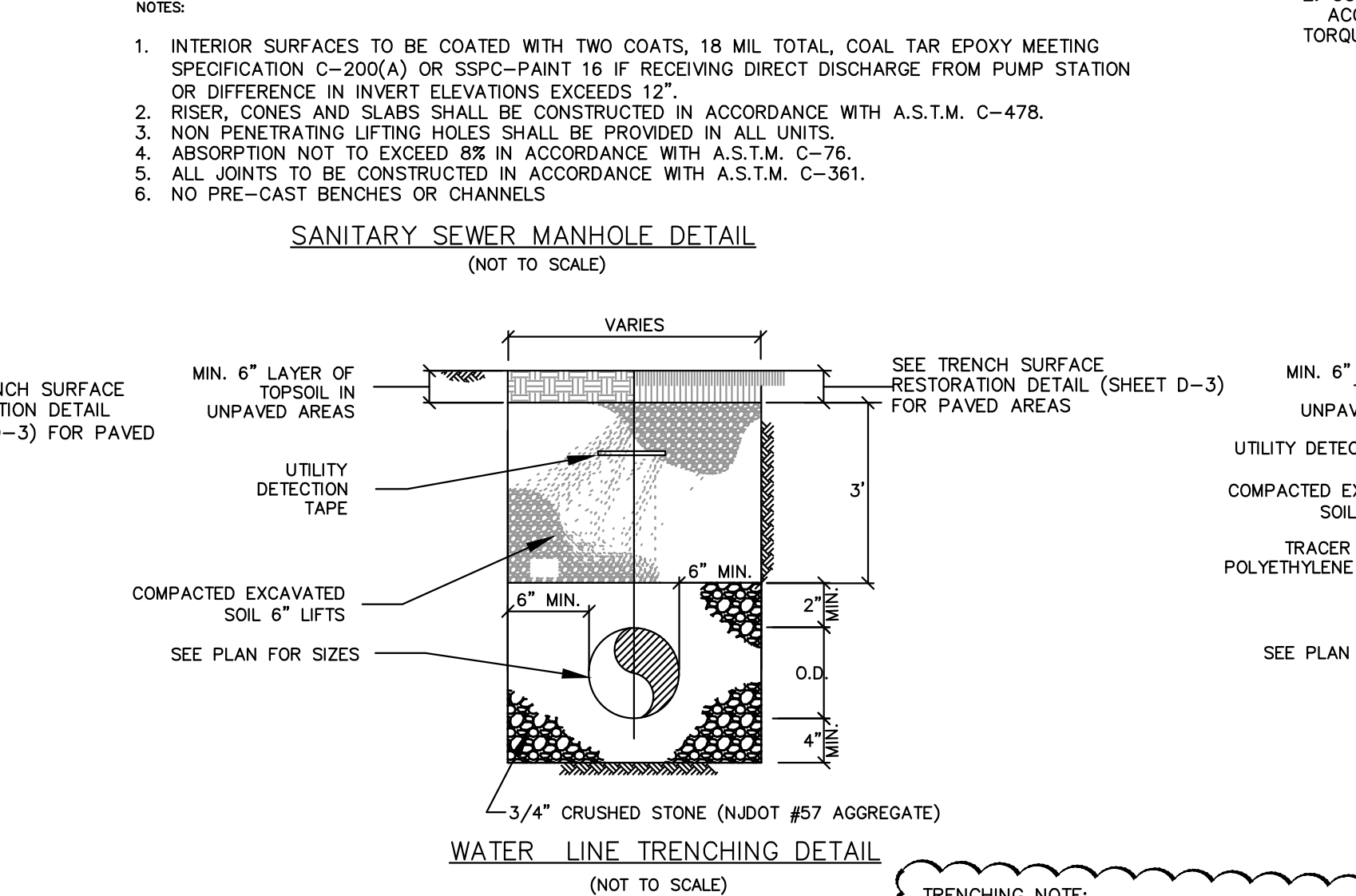
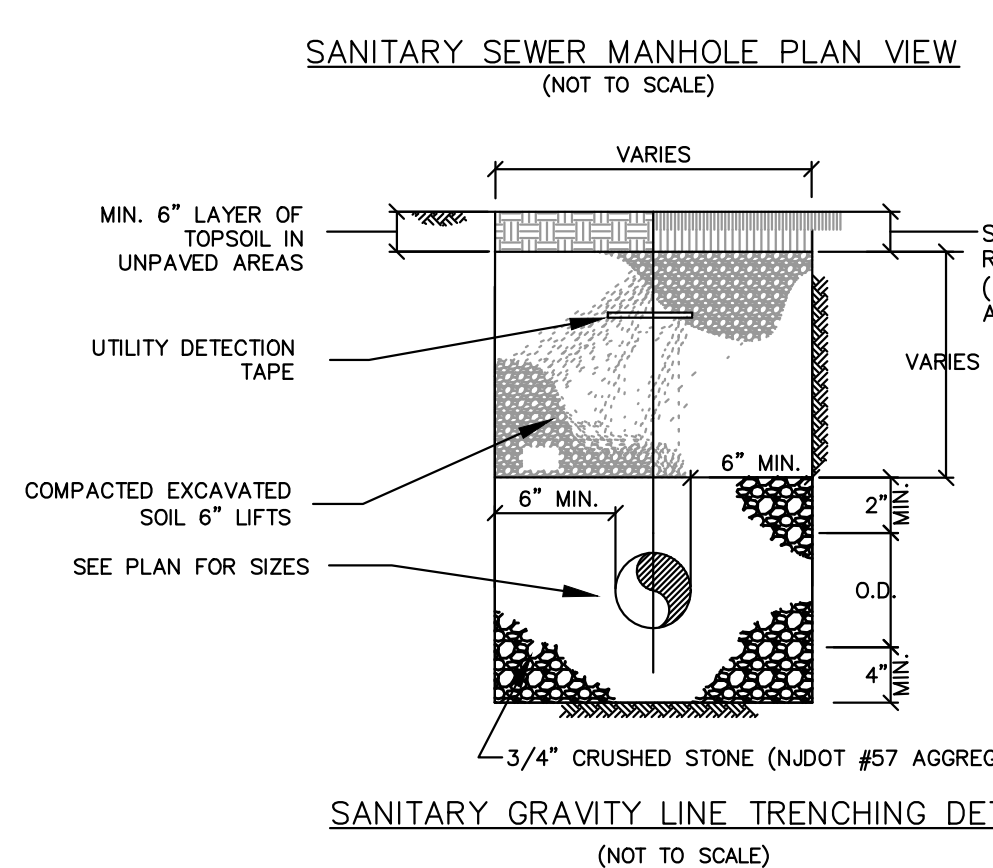
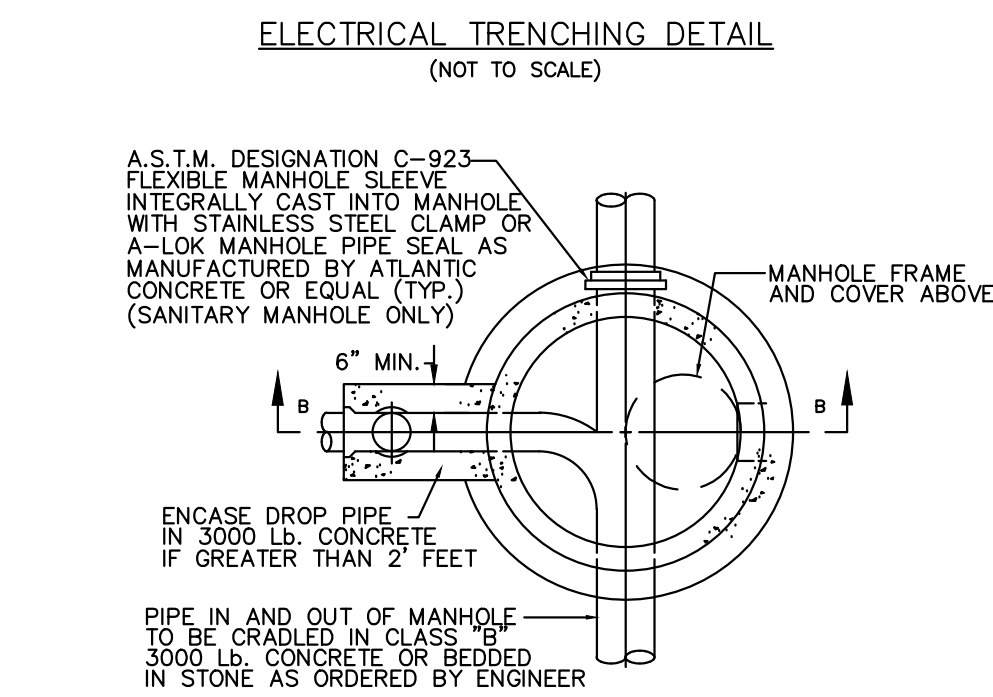
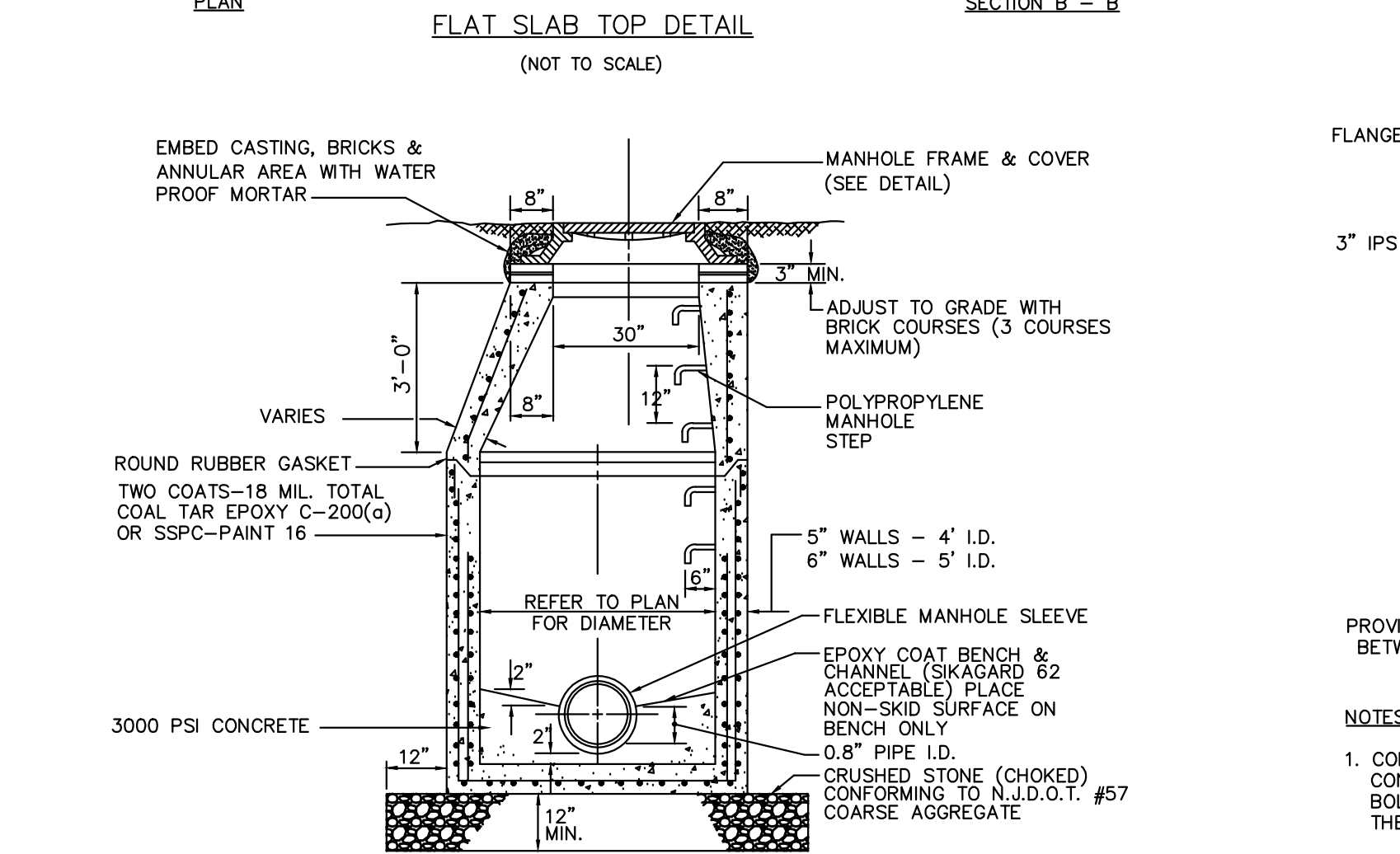
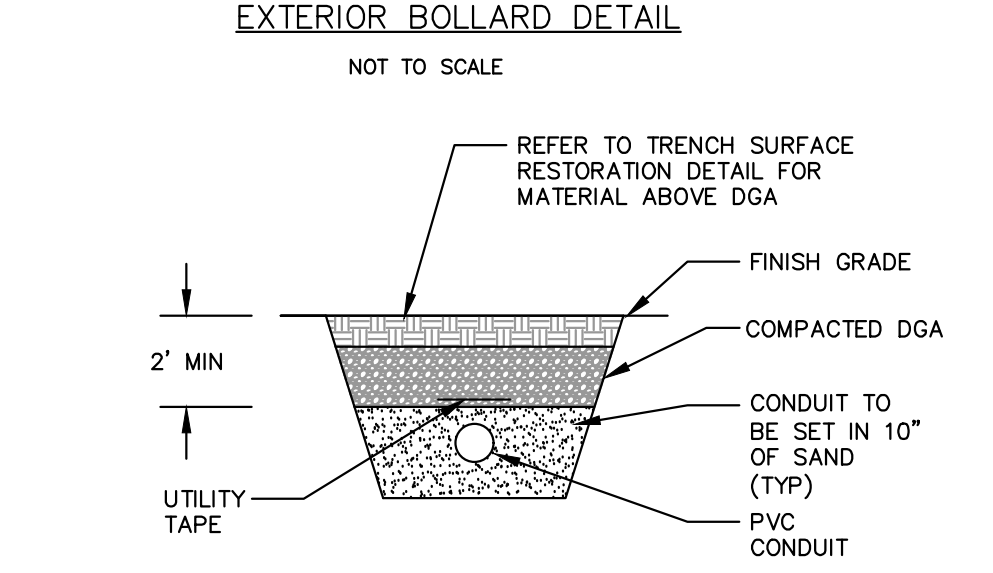
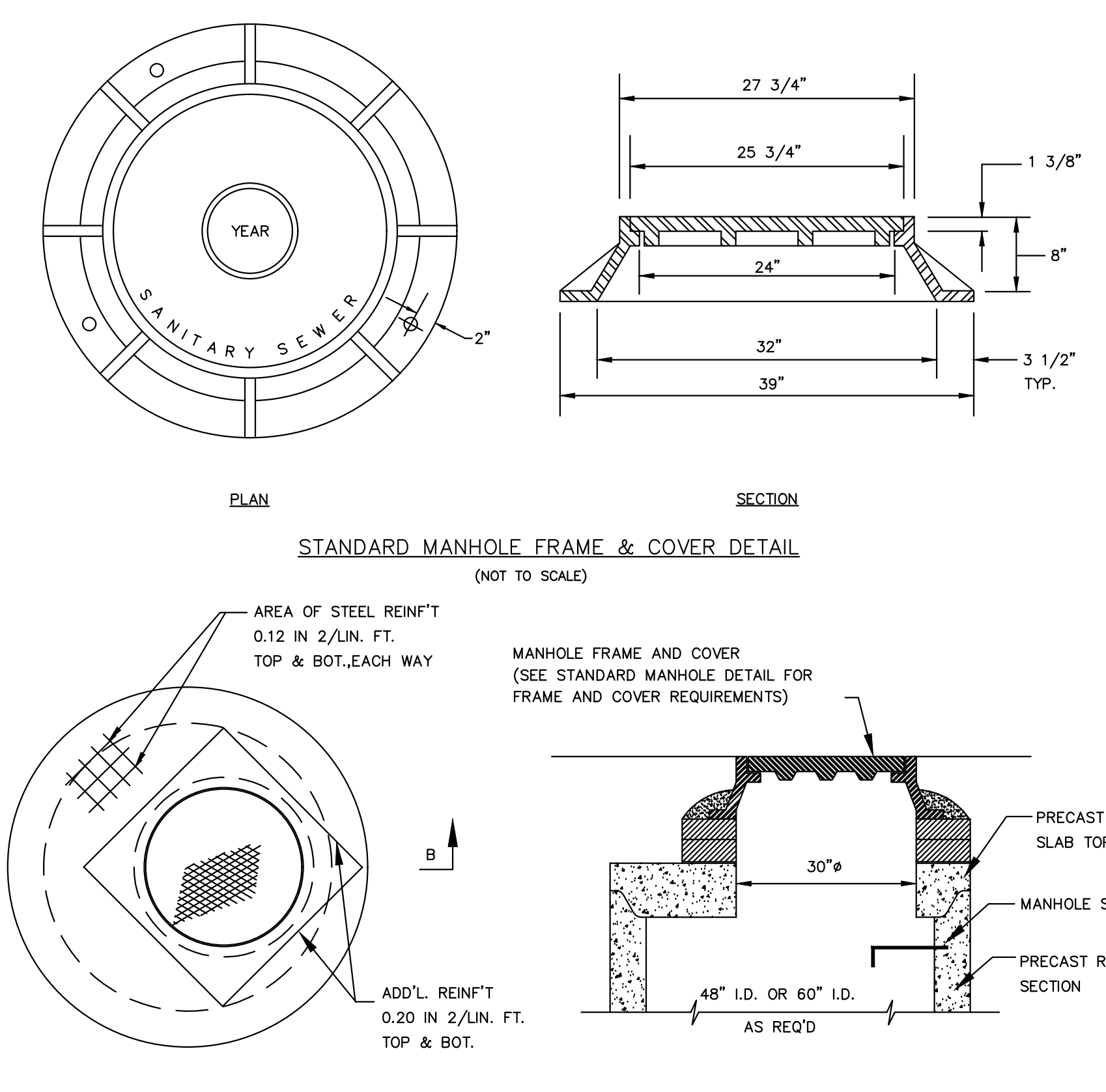
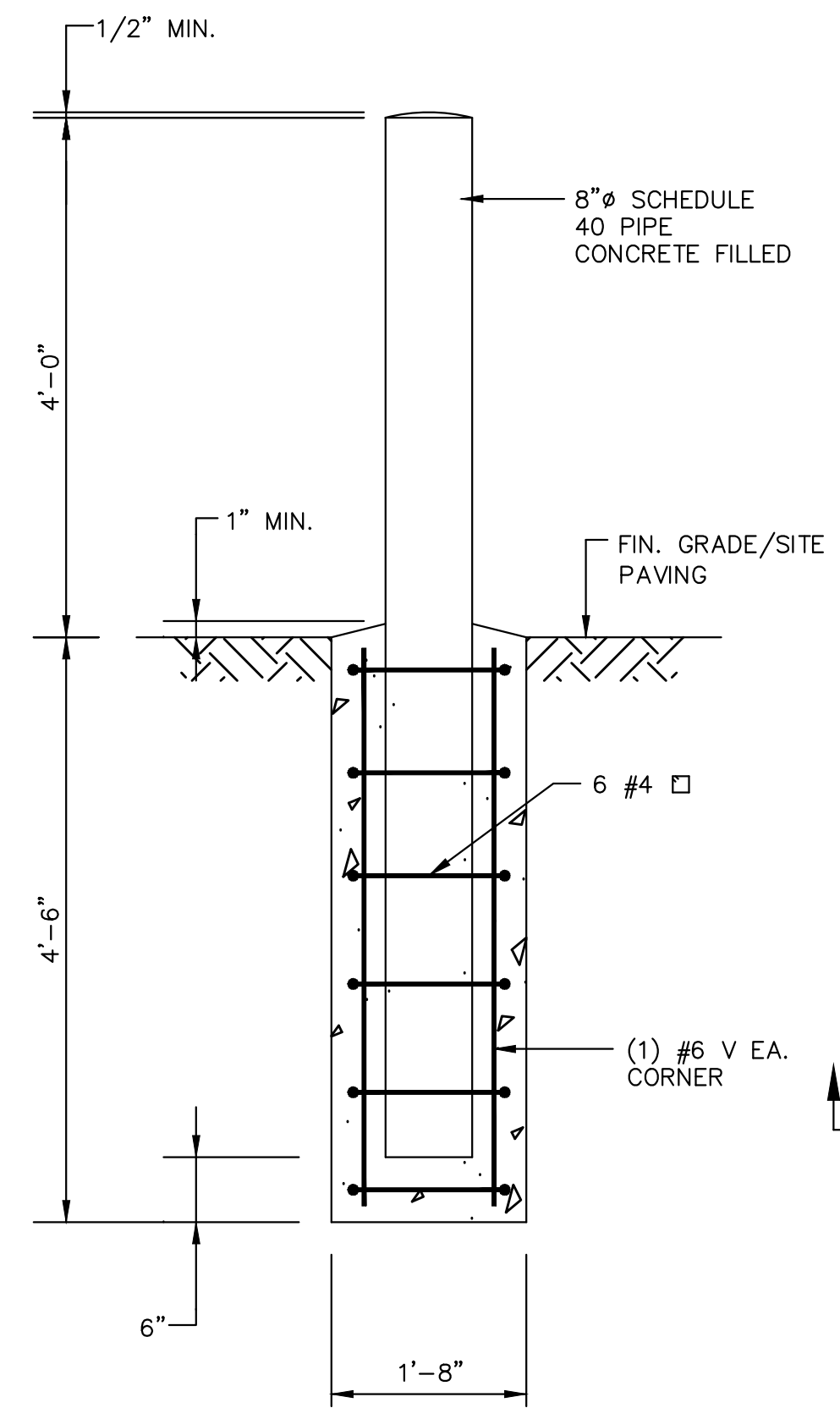


9 NOTE: THE EXISTING WATER LINE IS CLASS 52 DIP.



<p>STATE OF NEW JERSEY DIVISION OF PROPERTY MANAGEMENT AND CONSTRUCTION MARLBORO PSYCHIATRIC HOSPITAL - MARLBORO, MONMOUTH COUNTY, NEW JERSEY SANITARY FORCE MAIN AND WATER MAIN EXTENSION PROJECT NO. A1133-00 PHASE 3 - EXISTING WATER SERVICE PLAN ON FORMER MARLBORO HOSPITAL PROPERTY</p>		<p>M MOTT MACDONALD Certificate No. 246A28016600 111 Wood Avenue South Iselin, New Jersey 08830-4112</p>	<p>JOSEPH J. KOEHLER Professional Engineer - N.J. Lic. No. 246E033876</p>	<table border="1"> <tr> <th>Designed</th> <th>Drawn</th> <th>Checked</th> <th>Approved</th> <th>Date</th> </tr> <tr> <td></td> <td>BK</td> <td>JUK</td> <td>JUK</td> <td></td> </tr> </table>	Designed	Drawn	Checked	Approved	Date		BK	JUK	JUK	
Designed	Drawn	Checked	Approved	Date										
	BK	JUK	JUK											
<p>Job No. 307822 P3-W4</p>	<p>B/O Total 24 39</p>	<p>REVISION 9 - NJDEP WATER PERMIT SET REVISION 8 - RESPONSE TO PERMITS COMMENT LETTER REVISION 7 - CONSIDER DMC COMMENTS RESPONSE REVISION 6 - CONOVER ROAD PACKAGE REVISION 5 - NJDEP EMAIL COMMENT REVISION 4 - TWA REVIEW REVISION 3 - TWA REVIEW REVISION 2 - AS PER MTWLD REVIEW COMMENTS REVISION 1 - AS PER MTWLD REVIEW COMMENTS ISSUED FOR PERMIT APPLICATION REVIEW ISSUED FOR DESIGN DEVELOPMENT REVIEW</p>												

P:\346569 - MARLBORO GROUP HOMES - DRAWINGS\SANITARY SEWER - RMS\REV_9 - NJDEP WATER PERMIT\DETAIL SHEETS.DWG



TRENCHING NOTE:
IF INSPECTOR DETERMINES THAT EXCAVATED MATERIAL IS NOT SUITABLE FOR REUSE, CONTRACTOR MUST USE APPROVED IMPORTED FILL AS BACKFILL (DGA, RCA, STRUCTURAL CLEAN FILL).

REVISION 9 - NJDEP WATER PERMIT SET REVISION 8 - REVISION 7 - NJDEP WATER PERMIT SET REVISION 7 - CONSTRUCTION COMMENTS RESPONSE REVISION 6 - CONVEYOR ROAD PACKAGE REVISION 5 - NJDEP EMAIL COMMENT REVISION 4 - NJDEP EMAIL COMMENT REVISION 3 - TWA REVIEW REVISION 2 - AS PER MTWLD REVIEW COMMENTS REVISION 1 - AS PER MTWLD REVIEW COMMENTS ISSUED FOR PERMIT APPLICATION REVIEW ISSUED FOR DESIGN DEVELOPMENT REVIEW		Date
10/07/19		
08/05/19		
07/11/19		
02/04/19		
11/15/18		
08/31/17		
03/25/16		
11/17/15		
09/23/15		
JOSEPH J. KOEHLER Professional Engineer - N.J. Lic. No. 246E033876		Date
Approved	JJK	Date
Checked	JJK	Date
Drawn	BK	Date
Designed		Date
MOTT MACDONALD Certificate No. 246A28016600 111 Wood Avenue South Iselin, New Jersey 08830-4112		Date
STATE OF NEW JERSEY DIVISION OF PROPERTY MANAGEMENT AND CONSTRUCTION MARLBORO PSYCHIATRIC HOSPITAL - MARLBORO, MONMOUTH COUNTY, NEW JERSEY SANITARY FORCE MAIN AND WATER MAIN EXTENSION PROJECT NO. A1133-00 CONSTRUCTION DETAILS SHEET 2		Date
Job	No.	
307822	D-2	
B/O	Total	
34	39	

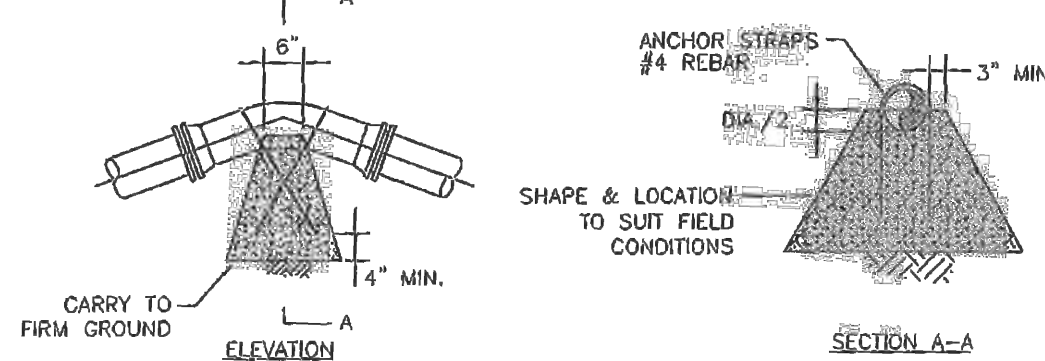
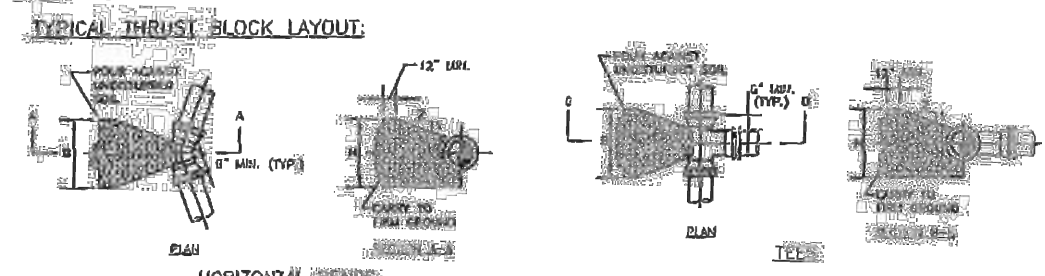
**THRUST BLOCKS
BEARING AREA FOR 200 P.S.I.**

"A" = CONTACT BEARING AREA OF BLOCK WITH EARTH SQUARE FEET (A=BH)

NOMINAL DIAMETER OF D.I. PIPE (d)	90° ELBOW	45° ELBOW	22 1/2° ELBOW	11 1/4° ELBOW	5 1/8° ELBOW	HEAD END
4"	2.4	2.4	1.9	1.4	1.0	1.0
6.0	3.6	3.6	2.8	2.1	1.5	1.5
8.0	4.8	4.8	3.7	2.8	2.0	2.0
10	6.0	6.0	4.6	3.5	2.5	2.5
12	7.2	7.2	5.5	4.2	3.0	3.0
14	8.4	8.4	6.4	4.9	3.5	3.5
16	9.6	9.6	7.3	5.6	4.0	4.0
18	10.8	10.8	8.2	6.3	4.5	4.5
20	12.0	12.0	9.1	7.0	5.0	5.0
22	13.2	13.2	10.0	7.7	5.5	5.5
24	14.4	14.4	10.9	8.4	6.0	6.0
26	15.6	15.6	11.8	9.1	6.5	6.5
28	16.8	16.8	12.7	9.8	7.0	7.0
30	18.0	18.0	13.6	10.5	7.5	7.5
32	19.2	19.2	14.5	11.2	8.0	8.0
34	20.4	20.4	15.4	11.9	8.5	8.5
36	21.6	21.6	16.3	12.6	9.0	9.0
38	22.8	22.8	17.2	13.3	9.5	9.5
40	24.0	24.0	18.1	14.0	10.0	10.0
42	25.2	25.2	19.0	14.7	10.5	10.5
44	26.4	26.4	19.9	15.4	11.0	11.0
46	27.6	27.6	20.8	16.1	11.5	11.5
48	28.8	28.8	21.7	16.8	12.0	12.0
50	30.0	30.0	22.6	17.5	12.5	12.5
52	31.2	31.2	23.5	18.2	13.0	13.0
54	32.4	32.4	24.4	18.9	13.5	13.5
56	33.6	33.6	25.3	19.6	14.0	14.0
58	34.8	34.8	26.2	20.3	14.5	14.5
60	36.0	36.0	27.1	21.0	15.0	15.0
62	37.2	37.2	28.0	21.7	15.5	15.5
64	38.4	38.4	28.9	22.4	16.0	16.0
66	39.6	39.6	29.8	23.1	16.5	16.5
68	40.8	40.8	30.7	23.8	17.0	17.0
70	42.0	42.0	31.6	24.5	17.5	17.5
72	43.2	43.2	32.5	25.2	18.0	18.0
74	44.4	44.4	33.4	25.9	18.5	18.5
76	45.6	45.6	34.3	26.6	19.0	19.0
78	46.8	46.8	35.2	27.3	19.5	19.5
80	48.0	48.0	36.1	28.0	20.0	20.0
82	49.2	49.2	37.0	28.7	20.5	20.5
84	50.4	50.4	37.9	29.4	21.0	21.0
86	51.6	51.6	38.8	30.1	21.5	21.5
88	52.8	52.8	39.7	30.8	22.0	22.0
90	54.0	54.0	40.6	31.5	22.5	22.5
92	55.2	55.2	41.5	32.2	23.0	23.0
94	56.4	56.4	42.4	32.9	23.5	23.5
96	57.6	57.6	43.3	33.6	24.0	24.0
98	58.8	58.8	44.2	34.3	24.5	24.5
100	60.0	60.0	45.1	35.0	25.0	25.0

**VERTICAL THRUST BLOCKS
VOLUME OF CONCRETE IN CU. FT. FOR 200 P.S.I.**

DIAMETER OF D.I. PIPE (d)	90° ELBOW	45° ELBOW	22 1/2° ELBOW	11 1/4° ELBOW	5 1/8° ELBOW
4"	0.1	0.1	0.1	0.1	0.1
6"	0.3	0.3	0.2	0.2	0.2
8"	0.5	0.5	0.3	0.3	0.3
10"	0.7	0.7	0.4	0.4	0.4
12"	0.9	0.9	0.5	0.5	0.5
14"	1.1	1.1	0.6	0.6	0.6
16"	1.3	1.3	0.7	0.7	0.7
18"	1.5	1.5	0.8	0.8	0.8
20"	1.7	1.7	0.9	0.9	0.9
22"	1.9	1.9	1.0	1.0	1.0
24"	2.1	2.1	1.1	1.1	1.1
26"	2.3	2.3	1.2	1.2	1.2
28"	2.5	2.5	1.3	1.3	1.3
30"	2.7	2.7	1.4	1.4	1.4
32"	2.9	2.9	1.5	1.5	1.5
34"	3.1	3.1	1.6	1.6	1.6
36"	3.3	3.3	1.7	1.7	1.7
38"	3.5	3.5	1.8	1.8	1.8
40"	3.7	3.7	1.9	1.9	1.9
42"	3.9	3.9	2.0	2.0	2.0
44"	4.1	4.1	2.1	2.1	2.1
46"	4.3	4.3	2.2	2.2	2.2
48"	4.5	4.5	2.3	2.3	2.3
50"	4.7	4.7	2.4	2.4	2.4
52"	4.9	4.9	2.5	2.5	2.5
54"	5.1	5.1	2.6	2.6	2.6
56"	5.3	5.3	2.7	2.7	2.7
58"	5.5	5.5	2.8	2.8	2.8
60"	5.7	5.7	2.9	2.9	2.9
62"	5.9	5.9	3.0	3.0	3.0
64"	6.1	6.1	3.1	3.1	3.1
66"	6.3	6.3	3.2	3.2	3.2
68"	6.5	6.5	3.3	3.3	3.3
70"	6.7	6.7	3.4	3.4	3.4
72"	6.9	6.9	3.5	3.5	3.5
74"	7.1	7.1	3.6	3.6	3.6
76"	7.3	7.3	3.7	3.7	3.7
78"	7.5	7.5	3.8	3.8	3.8
80"	7.7	7.7	3.9	3.9	3.9
82"	7.9	7.9	4.0	4.0	4.0
84"	8.1	8.1	4.1	4.1	4.1
86"	8.3	8.3	4.2	4.2	4.2
88"	8.5	8.5	4.3	4.3	4.3
90"	8.7	8.7	4.4	4.4	4.4
92"	8.9	8.9	4.5	4.5	4.5
94"	9.1	9.1	4.6	4.6	4.6
96"	9.3	9.3	4.7	4.7	4.7
98"	9.5	9.5	4.8	4.8	4.8
100"	9.7	9.7	4.9	4.9	4.9



**LENGTH OF RESTRAINED PIPE
BASED ON 150 PSI INTERNAL PRESSURE**

PIPE SIZE	4"		6"		8"		12"		16"		20"		24"	
	D	L	D	L	D	L	D	L	D	L	D	L	D	L
TEE OR VALVE	3/4"	6.0'	M.S. 3/4"	13.0'	M.S. 3/4"	22.0'	M.S. 3/4"	40'	M.S. 3/4"	60'	H.S. 1"	80'	H.S.	155'
PLUG OR 90° BEND	3/4"	6.0'	M.S. 3/4"	13.0'	M.S. 3/4"	22.0'	M.S. 3/4"	40'	M.S. 3/4"	60'	H.S. 1"	80'	H.S.	155'
45° BEND	3/4"	2.0'	M.S. 3/4"	4.0'	M.S. 3/4"	6.0'	M.S. 3/4"	11.0'	M.S. 3/4"	18'	M.S. 3/4"	24'	H.S.	45'
22 1/2° BEND	3/4"	1.0'	M.S. 3/4"	1.0'	M.S. 3/4"	1.0'	M.S. 3/4"	3.0'	M.S. 3/4"	5.0'	M.S. 3/4"	6.0'	M.S.	12'
11 1/4° BEND	3/4"	0.0'	M.S. 3/4"	0.0'	M.S. 3/4"	0.0'	M.S. 3/4"	1.0'	M.S. 3/4"	1.0'	M.S. 3/4"	2.0'	M.S.	3.0'

D = DIAMETER M.S. = MILD STEEL ROD A.S.T.M. STANDARD DESIGNATION A-36
L = LENGTH H.S. = HIGH STRENGTH ROD A.S.T.M. STANDARD DESIGNATION 193, GRADE B-7
G = GRADE

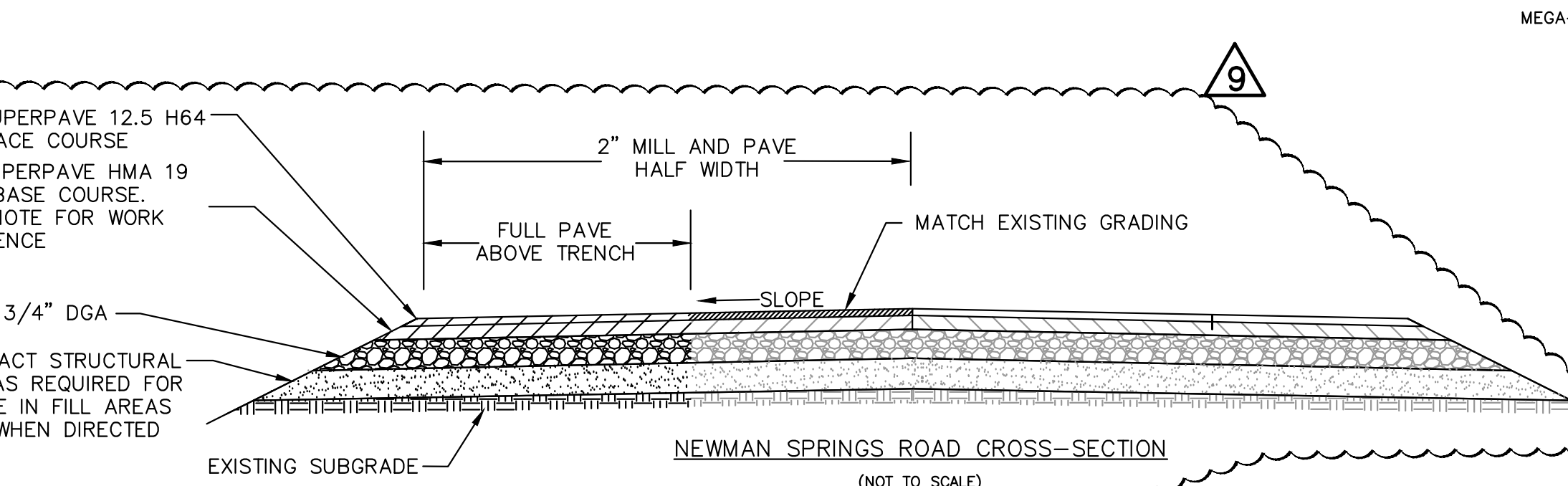
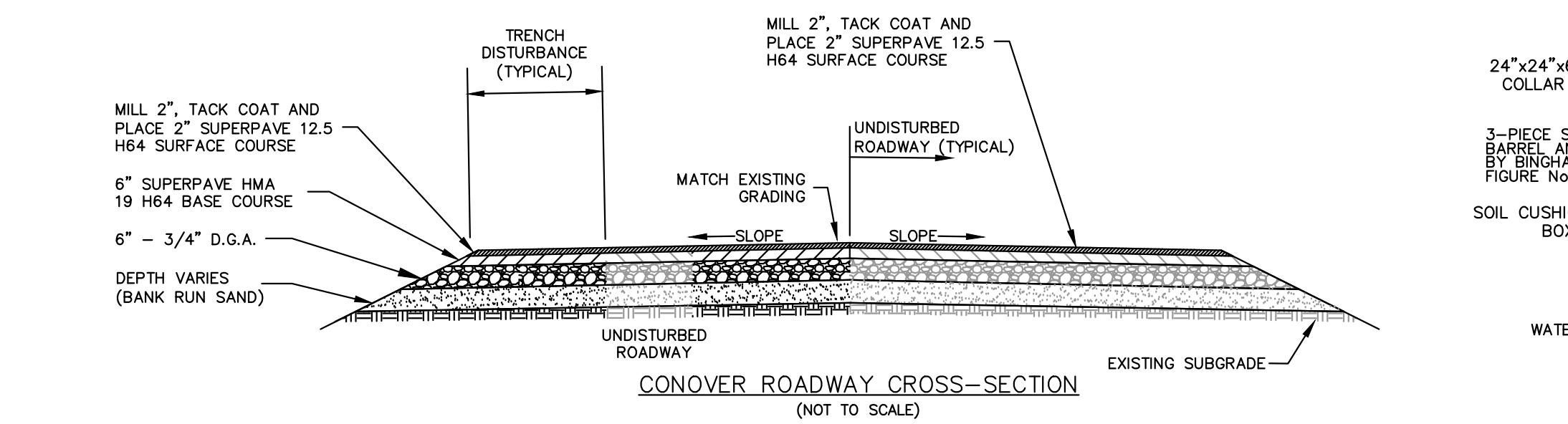
- LENGTH MEASURED EACH DIRECTION FROM THE CENTER OF THE VALVE OR BEND.
- ALL RODS AND CLAMPS MUST BE COATED WITH TWO COATS OF COAL TAR EPOXY PAINT - 18 MIL. MIN.
- NUTS SHALL BE A.S.T.M. STANDARD DESIGNATION A-307, GRADE A OR B, HEXAGON HEAVY SERIES.
- RODS MAY BE CONNECTED TO FITTINGS BY MEANS OF THE BOLTS SUCH AS THE SUPER STAR TIE BOLTS AS MANUFACTURED BY STAR NATIONAL PRODUCTS OR EQUAL.

NOTES:

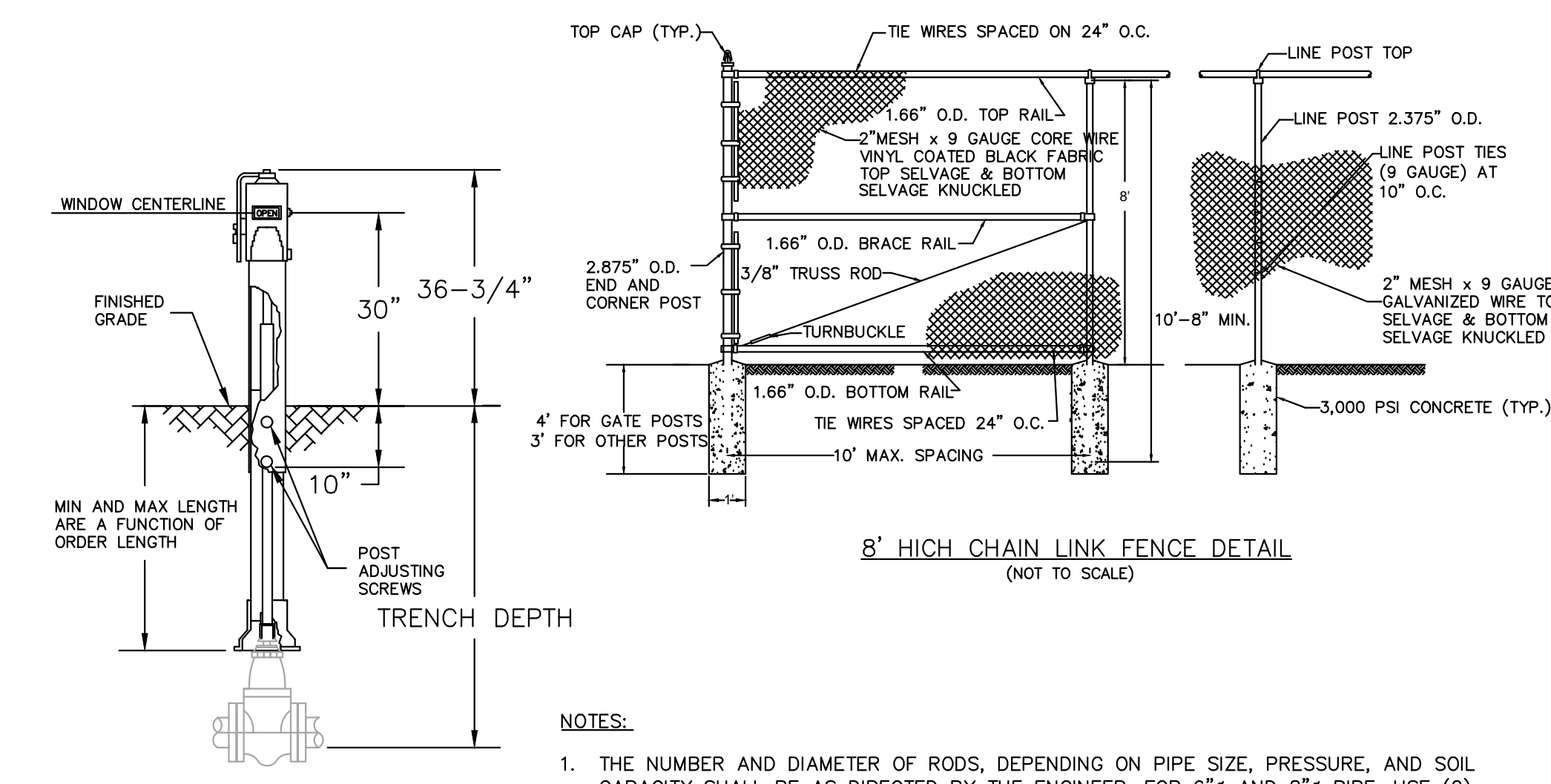
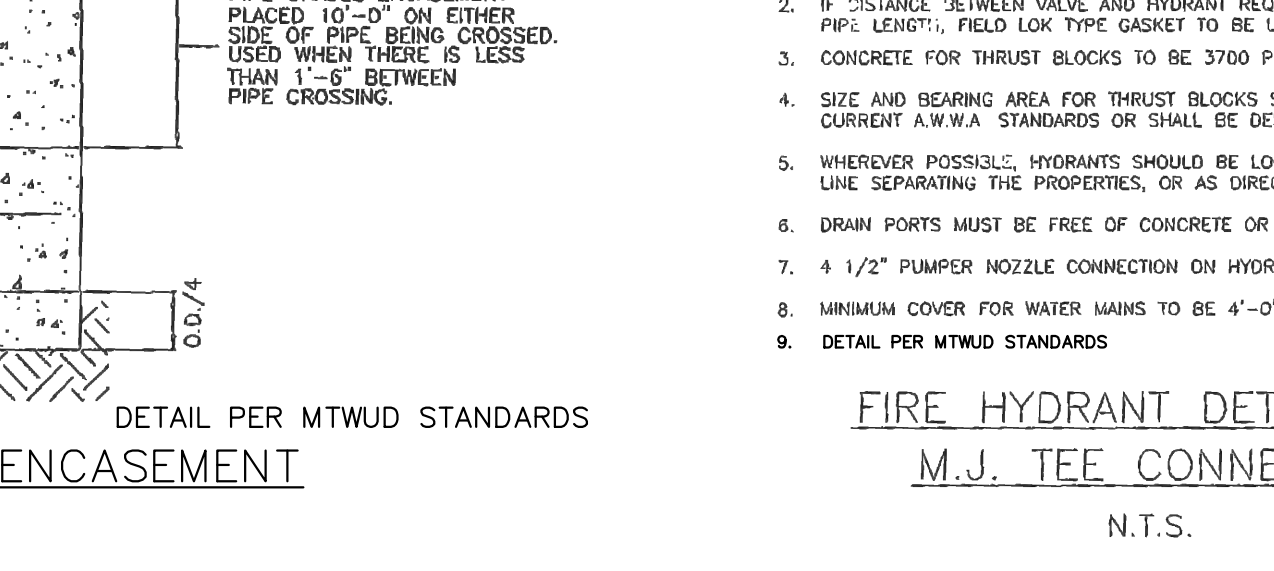
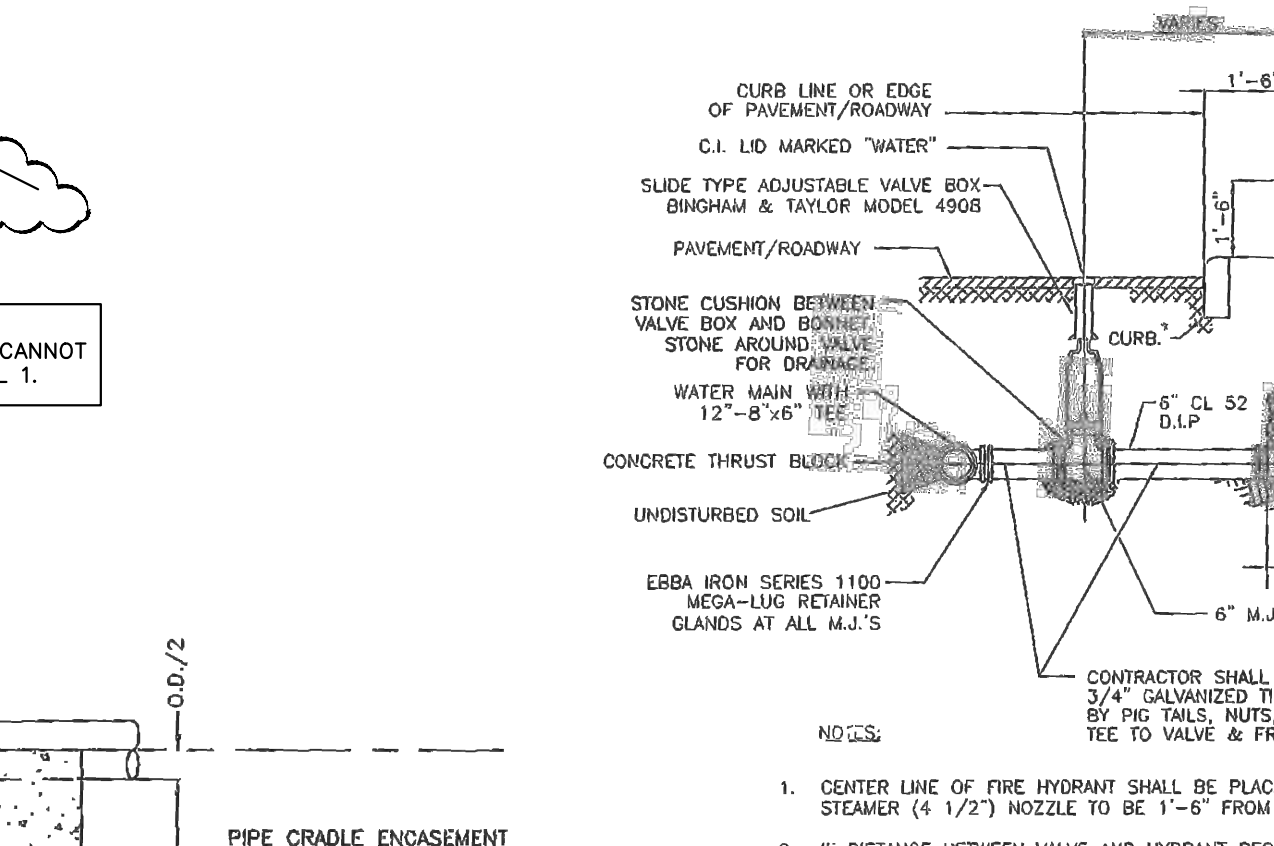
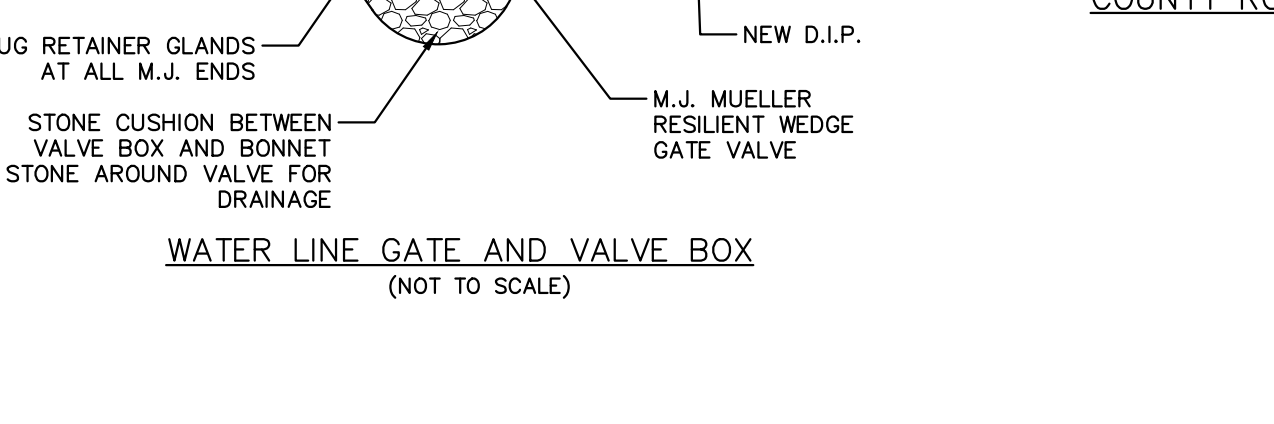
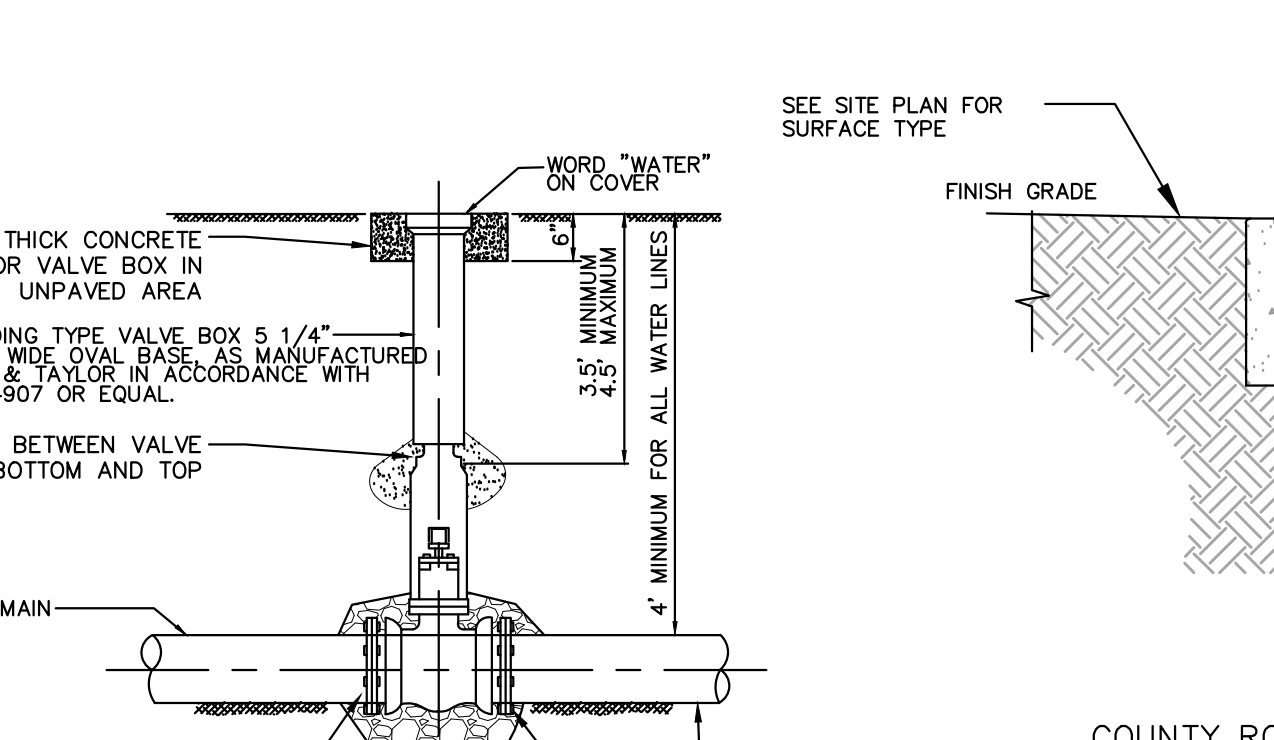
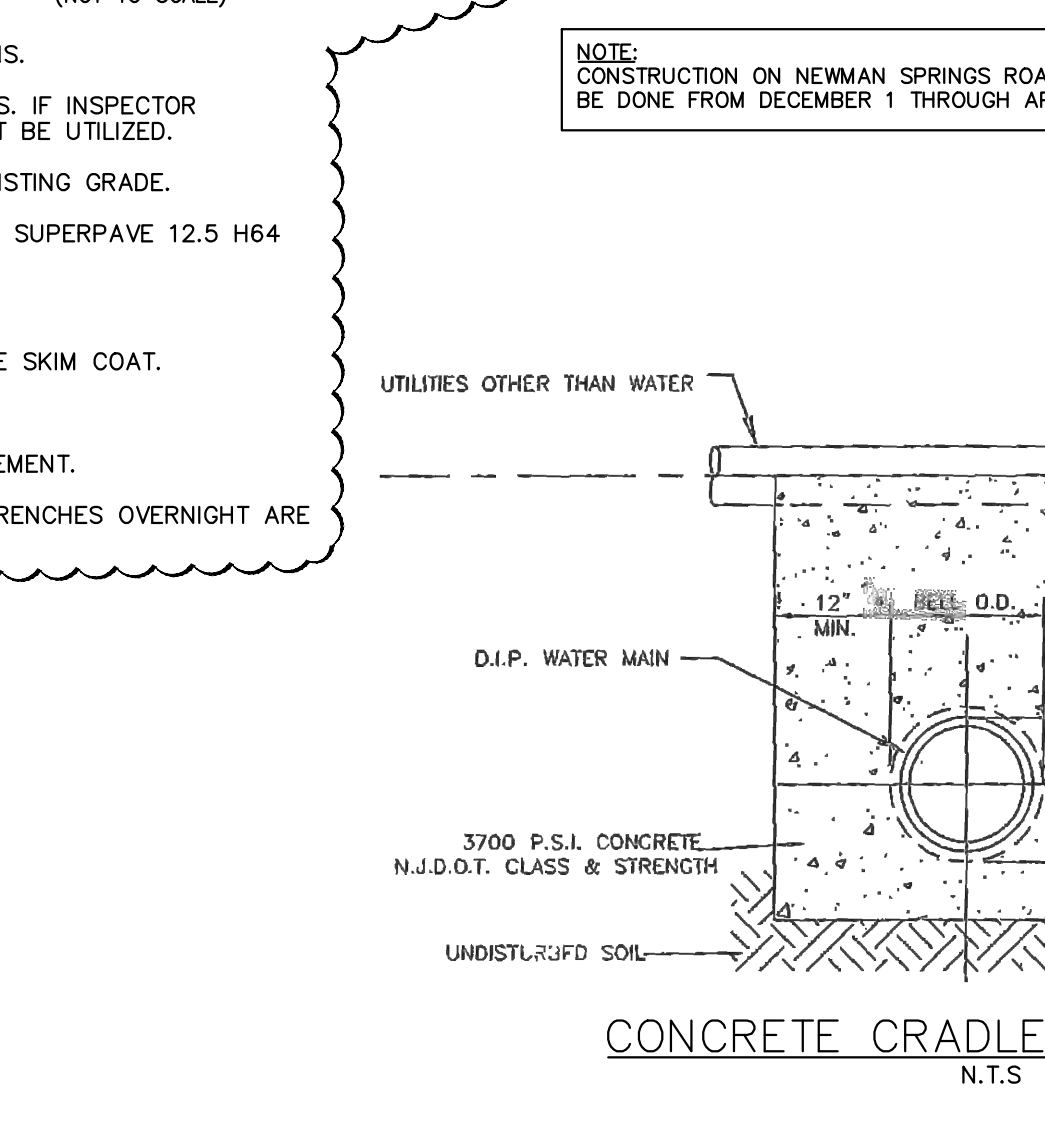
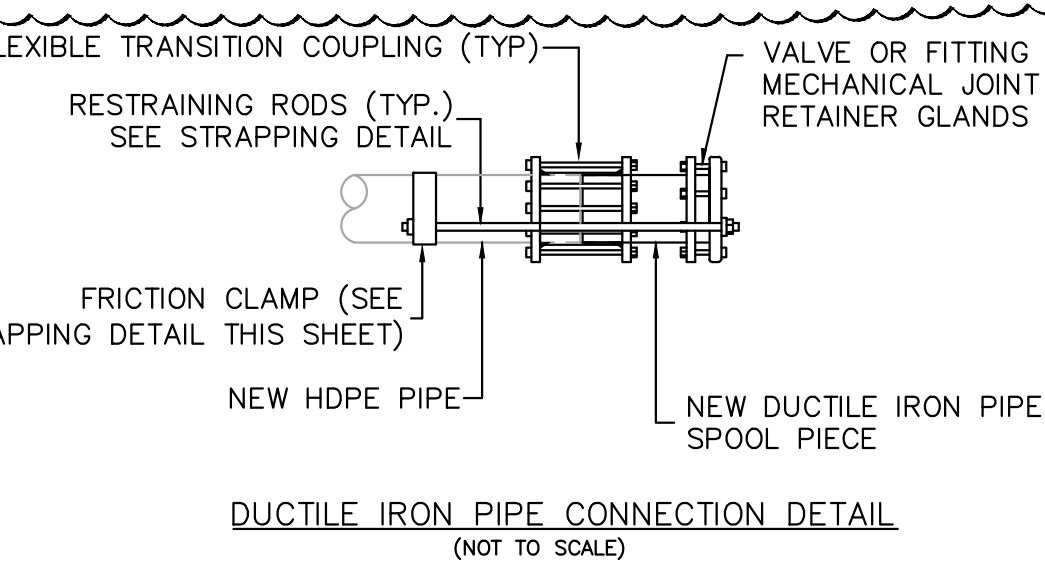
- BEARING AREAS ARE BASED ON UNDISTURBED SOIL WITH A BEARING CAPACITY OF 3,000 LBS. PER SQ. FT. FOR A LESSER SOIL BEARING CAPACITY, THESE AREAS SHALL BE INCREASED ACCORDINGLY.
- ALL CONCRETE THRUST BLOCKS SHALL BE CLASS B CONCRETE.
- THRUST BLOCKS SHALL BE POURED AGAINST UNDISTURBED EARTH.
- NO JOINT SHALL BE COVERED WITH CONCRETE.
- MEGA-LUG RETAINER GLANDS SHALL BE USED ON ALL MECHANICAL JOINT CONNECTIONS.
- BEARING AREA CALCULATED: $P = \text{Pressure in Lbs./Sq. In.}$
 $A = \text{Area of the pipe (A}=\pi r^2\text{)}$
 $\text{Bearing Area} = \frac{2 PA \sin(\text{Angle of Bend}/2)}{\text{Soil Bearing Capacity}}$
 $\text{Bearing Area} = \frac{PA}{\text{Soil Bearing Capacity}}$
* Bearing Area = 2 PA Sin (Angle of Bend/2) / Soil Bearing Capacity
= (2) (200) (1152.09) (0.3827) / 3,000 Lbs./Sq. Ft. = 58.8 Sq. Ft.
** Bearing Area = PA / Soil Bearing Capacity
= (200) (1152.09) / 3,000 Lbs./Sq. Ft. = 76.8 Sq. Ft.

NOTES:

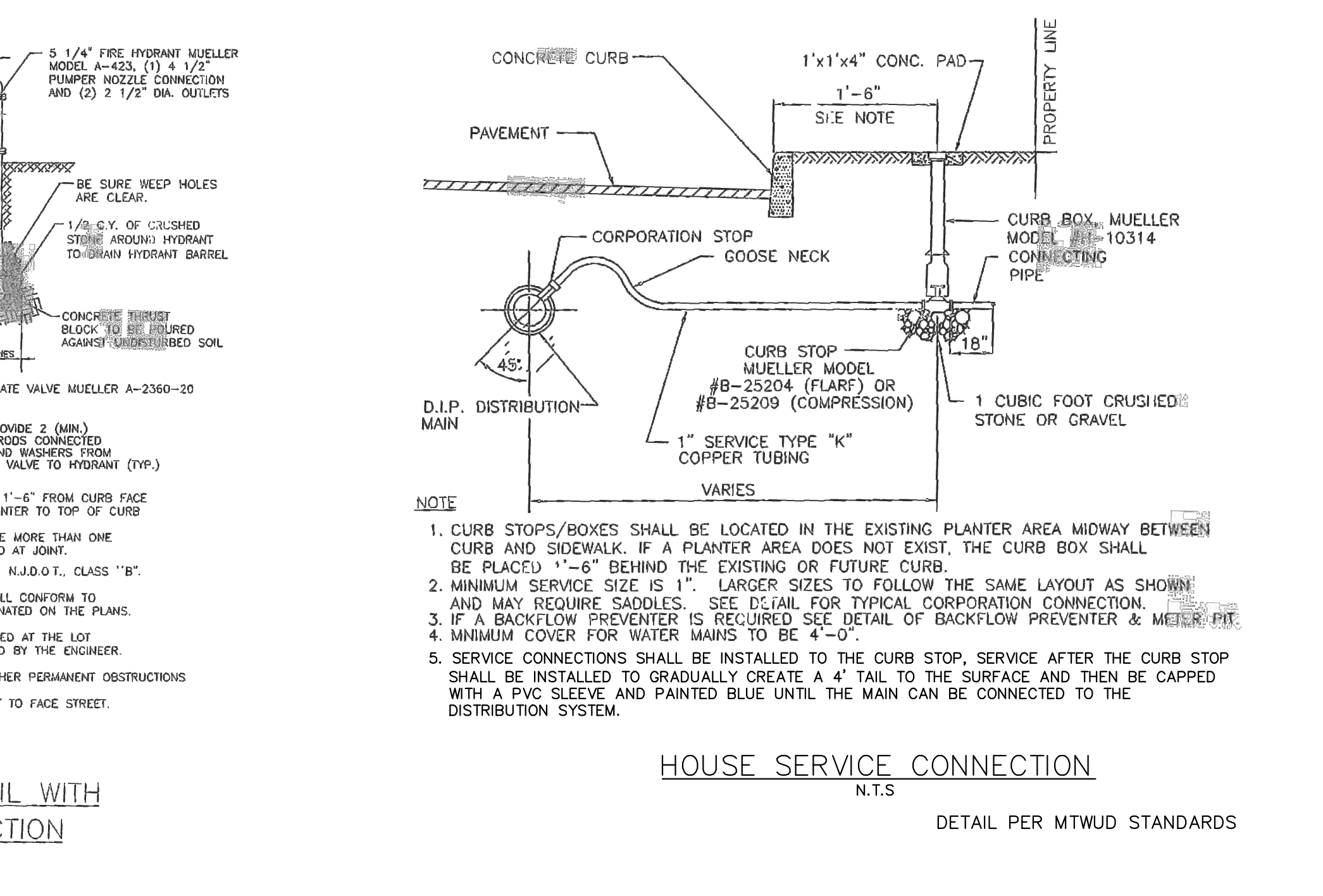
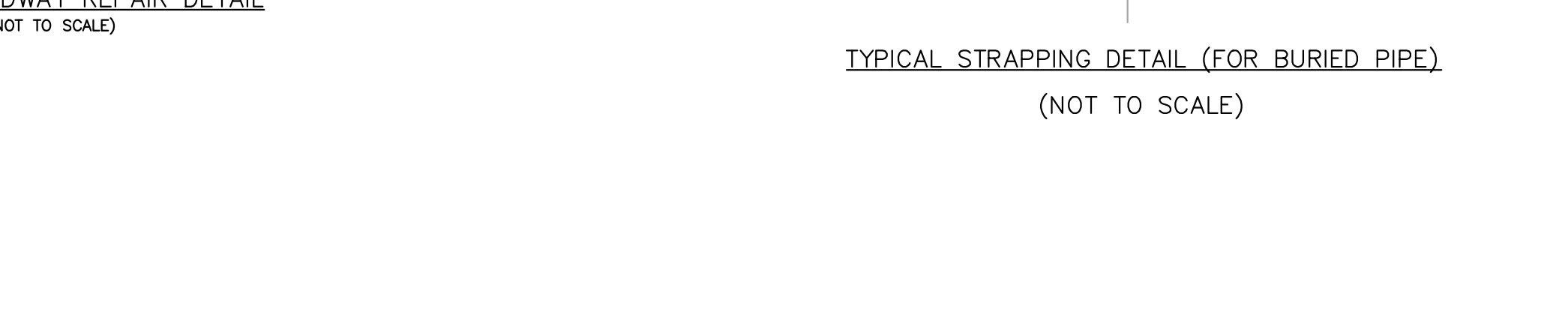
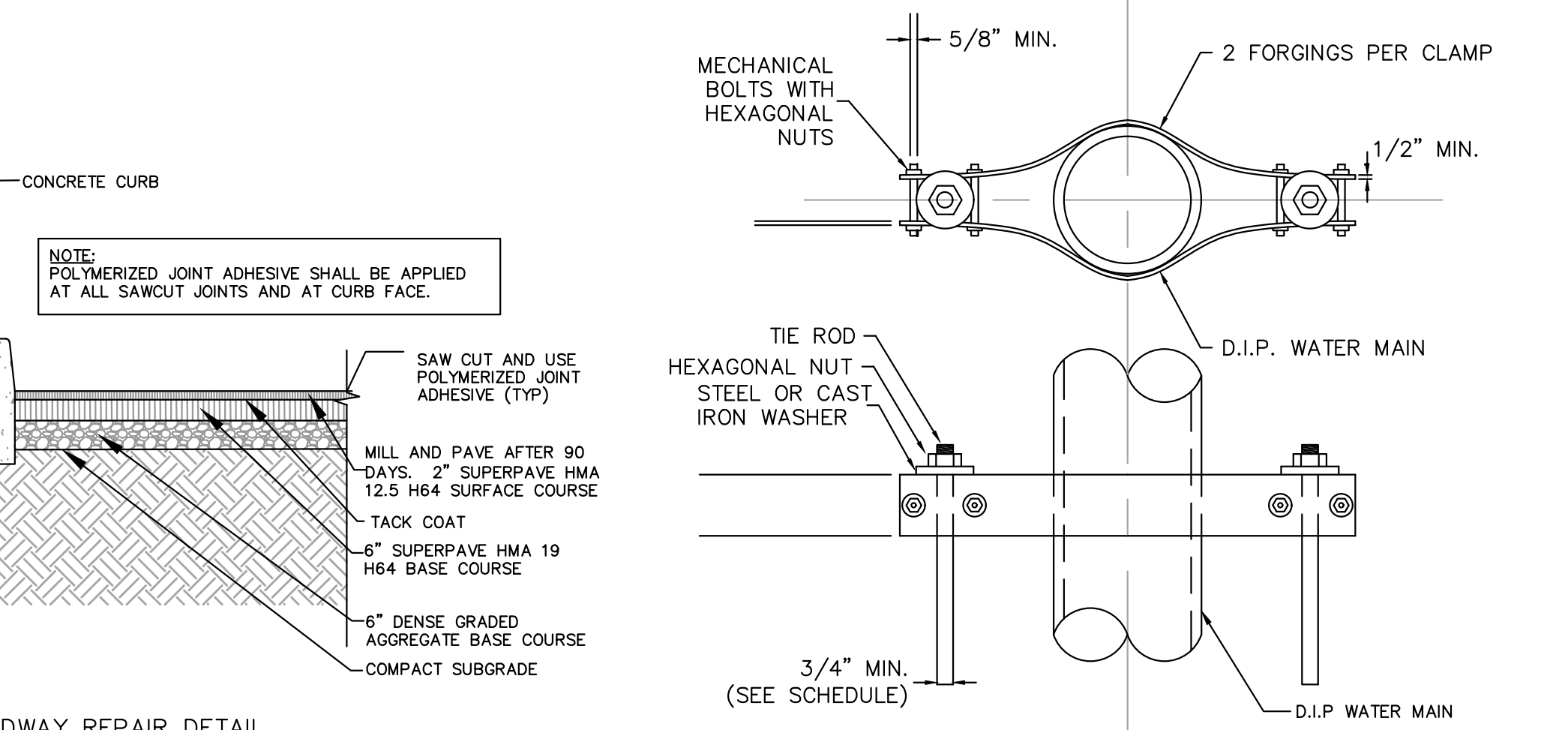
- VOLUME OF CONCRETE BASED ON 1 CU. FT. WEIGHING 150 LBS.
- ALL VERTICAL CONCRETE THRUST BLOCKS SHALL BE CLASS B CONCRETE.
- THRUST BLOCKS SHALL BE PLACED AGAINST UNDISTURBED EARTH.
- NO JOINT SHALL BE COVERED WITH CONCRETE.
- MEGA-LUG RETAINER GLANDS SHALL BE USED ON ALL MECHANICAL JOINT CONNECTIONS.
- VOLUME OF CONCRETE CALCULATED: $\text{Volume of Concrete} = \text{Weight of Concrete per Cu. Ft.} \times \text{PA Sin } 45^\circ$



- NOTE:**
- REPLACE PAVEMENT, STRIPING AND RAISED PAVEMENT MARKERS (RPMs) AS INDICATED ON PLANS.
 - BACKFILL MATERIAL SHALL BE DGA, RCA, OR STRUCTURAL CLEAN FILL COMPACTED IN 12" LIFTS. IF INSPECTOR DETERMINES THAT EXCAVATED MATERIAL IS NOT SUITABLE FOR REUSE, SUITABLE BACKFILL MUST BE UTILIZED.
 - INSTALL 8" SUPERPAVE HMA MIX 19H64 IN TWO LIFTS ATOP COMPACTED BACKFILL TO MEET EXISTING GRADE.
 - AFTER 90 CALENDAR DAYS, MILL 2" FROM CURB TO MIDPOINT OF ROADWAY AND PAVE WITH 2" SUPERPAVE 12.5 H64 SURFACE COURSE.
 - COORDINATE TRAFFIC CONTROLS MEASURES WITH APPROPRIATE DEPARTMENT.
 - CONTRACTOR SHALL PAVE EVERY NIGHT WITH EXCEPTION WHERE REOPENING NEXT DAY, PROVIDE SKIM COAT.
 - CONTRACTOR IS TO APPLY FOR ROAD OPENING PERMIT WITH THE COUNTY AND TOWNSHIP.
 - CONTRACTOR SHALL SAW CUT PAVEMENT. NO MILLINGS ARE TO BE USED FOR TEMPORARY PAVEMENT.
 - THE ROAD MUST HAVE TEMPORARY PAVEMENT INSTALLED FOLLOWING EACH WORK DAY. OPEN TRENCHES OVERNIGHT ARE NOT PERMITTED.



- NOTES:**
- THE NUMBER AND DIAMETER OF RODS, DEPENDING ON PIPE SIZE, PRESSURE, AND SOIL CAPACITY SHALL BE AS DIRECTED BY THE ENGINEER. FOR 6" AND 8" PIPE, USE (2) - 3/4" RODS. FOR 12" PIPE, USE (4) - 3/4" RODS.
 - ALL BOLTS, STRAPPING, AND TIE RODS SHALL BE COATED WITH 2 COATS BITUMASTIC 300-M OR EQUAL.



- NOTE:**
- CURB STOPS/BOXES SHALL BE LOCATED IN THE EXISTING PLANTER AREA MIDWAY BETWEEN CURB AND SIDEWALK. IF A PLANTER AREA DOES NOT EXIST, THE CURB BOX SHALL BE PLACED 1'-6" BEHIND THE EXISTING OR FUTURE CURB.
 - MINIMUM SERVICE SIZE IS 1". LARGER SIZES TO FOLLOW THE SAME LAYOUT AS SHOWN AND MAY REQUIRE SADDLES. SEE DETAIL FOR TYPICAL CORPORATION CONNECTION.
 - IF A BACKFLOW PREVENTER IS REQUIRED SEE DETAIL OF BACKFLOW PREVENTER & METER PIT.
 - MINIMUM COVER FOR WATER MAINS TO BE 4'-0".
 - SERVICE CONNECTIONS SHALL BE INSTALLED TO THE CURB STOP. SERVICE AFTER THE CURB STOP SHALL BE INSTALLED TO GRADUALLY CREATE A 4' TAIL TO THE SURFACE AND THEN BE CAPPED WITH A PVC SLEEVE AND PAINTED BLUE UNTIL THE MAIN CAN BE CONNECTED TO THE DISTRIBUTION SYSTEM.

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REVISION 9 - NJDEP WATER PERMIT SET
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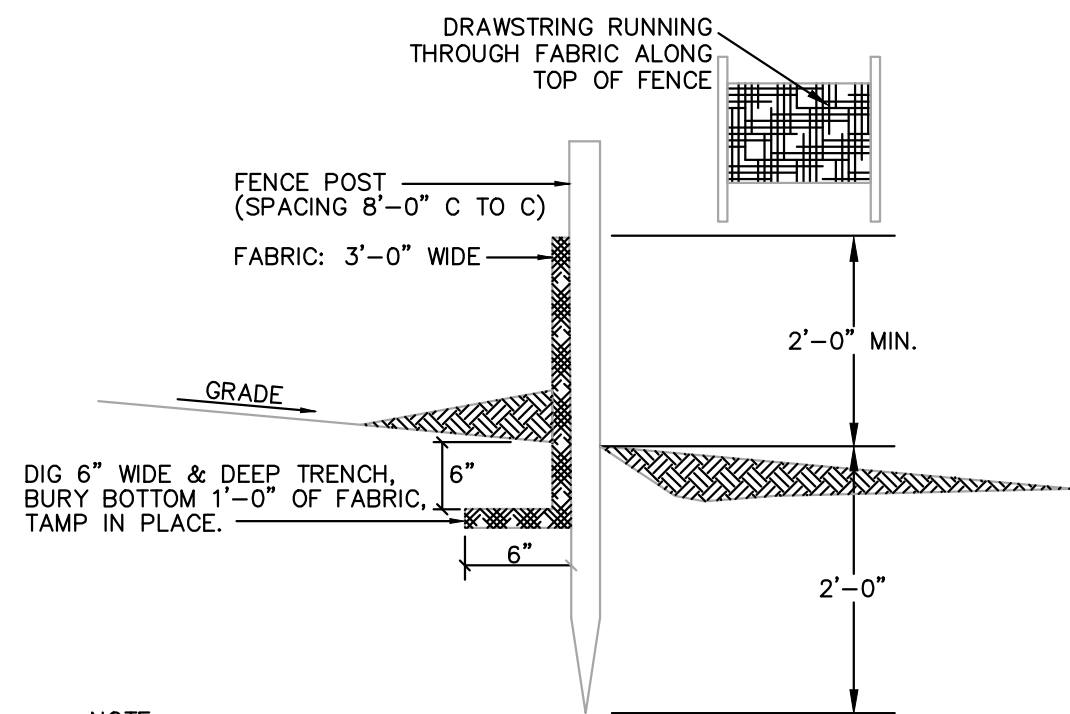
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STATE OF NEW JERSEY
DIVISION OF PROPERTY MANAGEMENT AND CONSTRUCTION
MARLBORO PSYCHIATRIC HOSPITAL - MARLBORO, MONMOUTH COUNTY, NEW JERSEY
SANITARY FORCE MAIN AND WATER MAIN EXTENSION
PROJECT NO. A1133-00
CONSTRUCTION DETAILS
SHEET 3

Job No. 307822
D-3
B/O 35
Total 39

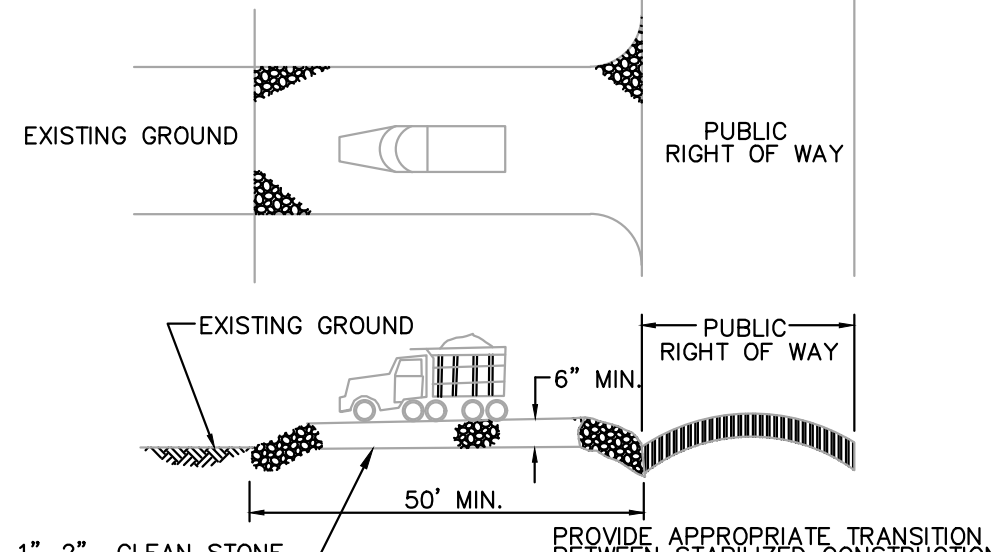


NOTE:
AT THE COMPLETION OF THE PROJECT AND AFTER SOIL STABILIZATION AND VEGETATIVE GROWTH HAVE BEEN ASSURED, THE SILT FENCE MUST BE COMPLETELY REMOVED AND THE EMBEDMENT TRENCH RESTORED TO A NATURAL CONDITION.

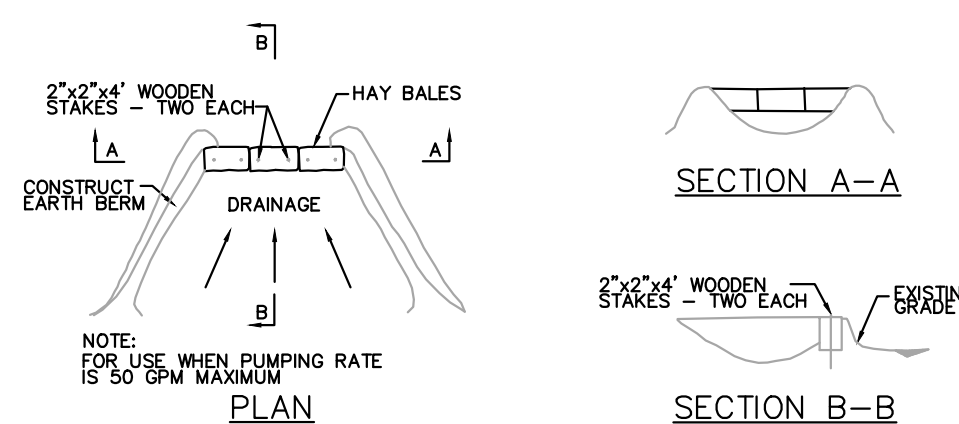
SILT FENCE DETAIL
NOT TO SCALE

% SLOPE OF ROADWAY	LENGTH OF STONE REQUIRED	
	COURSE GRAINED SOILS	FINE GRAINED SOILS
0 TO 2%	50 FEET	100 FEET
2 TO 5%	100 FEET	200 FEET
> 5%	ENTIRE SURFACE STABILIZED WITH FABC BASE COURSE*	

* AS PRESCRIBED BY LOCAL ORDINANCE OR OTHER GOVERNING AUTHORITY
NOTE: AS WORK PROGRESSES, A SECOND STABILIZED CONSTRUCTION ENTRANCE MAY BE REQUIRED.



STABILIZED CONSTRUCTION ENTRANCE DETAIL
NOT TO SCALE



SEDIMENT TRAP DETAIL
FOR TRENCH DEWATERING OPERATIONS
NOT TO SCALE

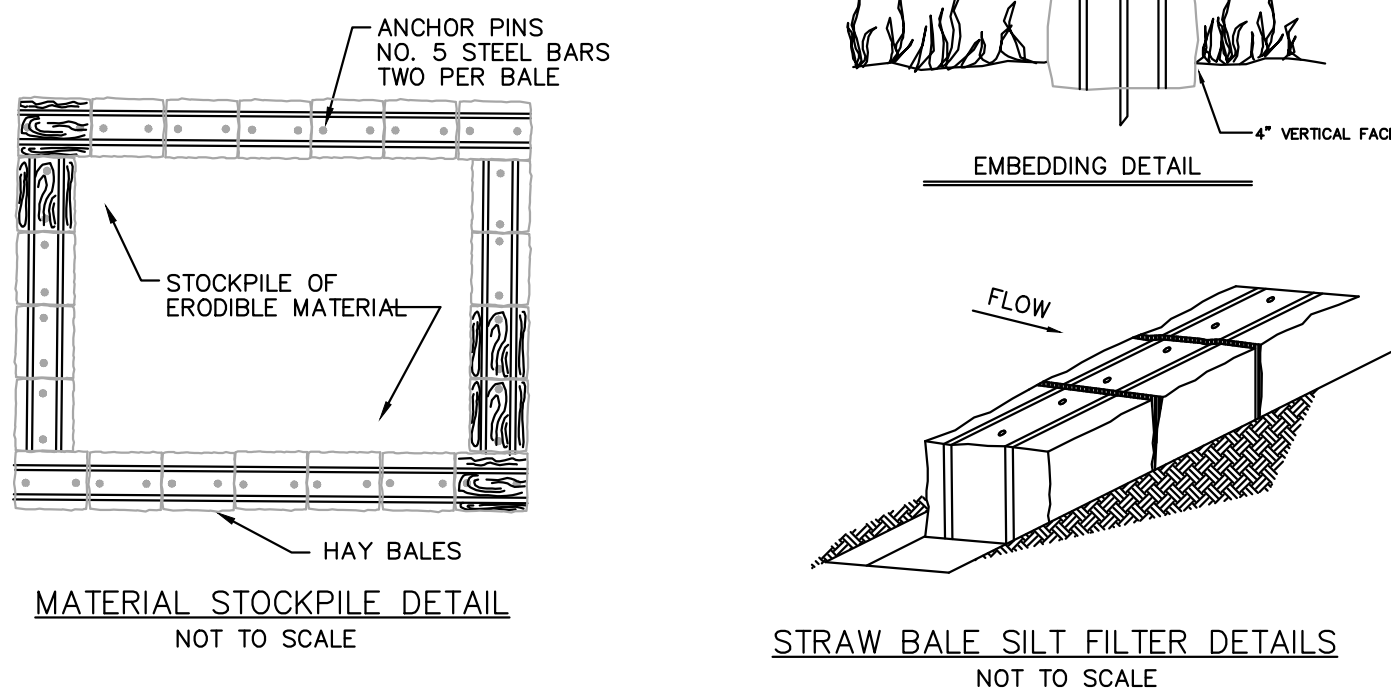
DESCRIPTION:
FILTER BAGS WILL BE USED AS AN EFFECTIVE FILTER MEDIUM TO CONTAIN SAND, SILT AND FINES WHEN TRENCH DEWATERING. THE WETLAND FILTER BAG CONTAINS THESE MATERIALS WHILE ALLOWING THE WATER TO FLOW THROUGH THE FABRIC.

INSTALLATION:
WETLAND FILTER BAGS MAY REPLACE HAY BALE CORRALS DURING TRENCH DEWATERING, AT THE DISCRETION OF THE ENVIRONMENTAL INSPECTOR. TO INSURE PROPER INSTALLATION, FILTER BAGS WILL BE PLACED ON RELATIVELY FLAT TERRAIN FREE OF BRUSH AND STUMPS TO AVOID RUPTURES AND PUNCTURES. PROPER INSTALLATION REQUIRES CUTTING A SMALL HOLE IN THE CORNER OF THE BAG, INSERTING THE PUMP DISCHARGE HOSE, AND THEN SECURING THE DISCHARGE HOSE TO THE BAG WITH A HOSE CLAMP. FILTER BAGS WILL BE PLACED AS FAR AWAY FROM FLOWING STREAMS AND WETLANDS AS POSSIBLE.

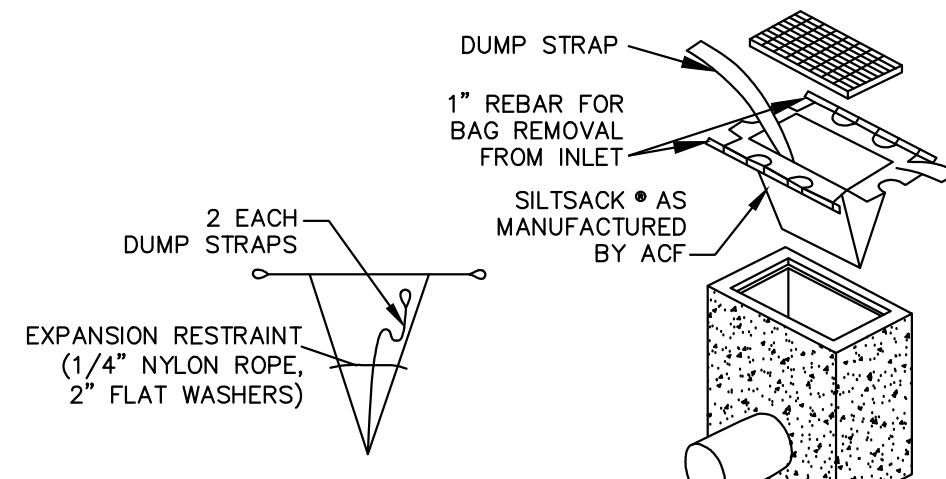
MAINTENANCE:
PRIOR TO REMOVING A BAG FROM THE HOSE, THE BAG WILL BE TIED OFF BELOW THE END OF THE HOSE ALLOWING THE BAG TO DRAIN. DRAINAGE WILL NOT BE ALLOWED THROUGH THE INLET HOLE. TO AVOID RUPTURE, THE BAGS WILL BE ATTENDED AND PUMPING RATES MONITORED. ONCE THE BAG IS INFLATED TO A HEIGHT OF 4 FEET, PUMPING WILL STOP TO AVOID RUPTURE. FILTER BAGS USED DURING CONSTRUCTION WILL BE BUNDLED AND REMOVED FOR PROPER DISPOSAL.

SPECIFICATION:
FILTER BAGS ARE CONSTRUCTED OF NON-WOVEN GEOTEXTILE FABRIC. A MAXIMUM OF ONE SIX INCH DISCHARGE HOSE WILL BE ALLOWED PER FILTER BAG. BAG CAPACITY WILL BE EXCEEDED BEYOND 2,000 GALLONS PER MINUTE. TYPICAL BAG DIMENSIONS ARE 15 FEET BY 13.25 FEET. TO HELP PREVENT PUNCTURES, GEOTEXTILE FABRIC WILL BE PLACED BENEATH THE FILTER BAG WHEN USED IN WOODED LOCATIONS. UNATTENDED FILTER BAGS WILL BE ENCLOSED WITH A HAY BALE OR SILT FENCE CORRAL. HOSE CLAMPS WILL BE USED TO SECURE THE DISCHARGE HOSE, WIRE OR STRING WILL NOT BE USED.

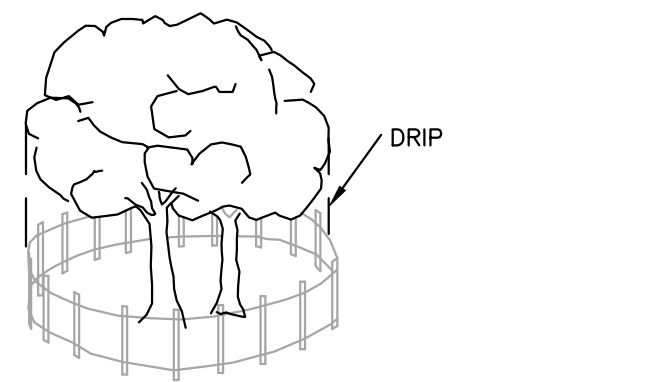
FILTER BAG DETAIL FOR TRENCH DEWATERING OPERATIONS
NOT TO SCALE



- MUST SLOW THE STORM WATER, PROVIDE THE COARSE SEDIMENT PARTICLES A CHANCE TO SETTLE, AND PROVIDE AN AREA TO RETAIN THE PARTICLES THAT HAVE SETTLED.
- IN ALL CASES, INLET PROTECTION SHOULD NOT COMPLETELY CLOSE OFF THE INLET.
- THE PROTECTION DEVICE WILL BE DESIGNED TO CAPTURE OR FILTER RUNOFF FROM THE 1 YEAR, 24 HOUR STORM EVENT AND SHALL SAFELY CONVEY HIGHER FLOWS DIRECTLY INTO THE STORM SEWER SYSTEM.
- OTHER METHODS THAT ACCOMPLISH THE PURPOSE OF STORM SEWER INLET PROTECTION MAY BE USED IF APPROVED BY THE SOIL CONSERVATION DISTRICT.
- INSPECTIONS SHALL BE FREQUENT. MAINTENANCE, REPAIR, AND REPLACEMENT SHALL BE MADE PROMPTLY, AS NEEDED. THE BARRIER SHALL BE REMOVED WHEN THE AREA DRAINING TOWARD THE INLET HAS BEEN STABILIZED.
- THE CONTRACTOR SHALL INSTALL STORM SEWER INLET PROTECTION IN ACCORDANCE WITH THE SESC IN NJ, #30, JULY 1999.

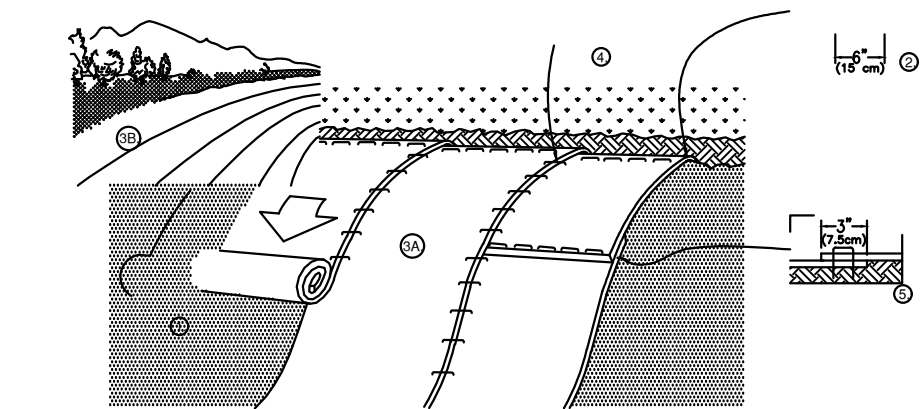


INLET SEDIMENT CONTROL DEVICE DETAIL
NOT TO SCALE



NOTE: ALL SPECIMEN TREES AS SHOWN ON THE PLANS TO REMAIN ARE TO BE PROTECTED DURING CONSTRUCTION. THE CONTRACTOR SHALL INSTALL SNOW FENCING AT THE DRIP LINE OF EACH SPECIMEN TREE BEFORE WORKING IN THE VICINITY OF THE TREE, AS DIRECTED BY THE ENGINEER.

CORRECT FENCING
FOR SPECIMEN TREE PROTECTION

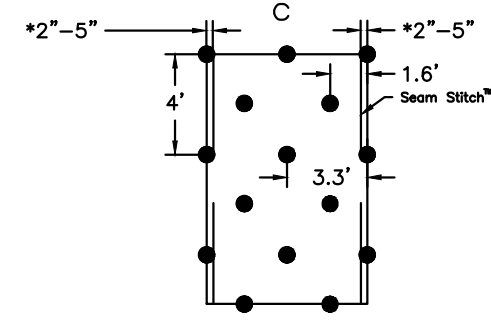


3. ROLL THE BLANKETS (A) DOWN OR (B) HORIZONTALLY ACROSS THE SLOPE. BLANKETS WILL UNROLL WITH APPROPRIATE SIDE AGAINST THE SOIL SURFACE. ALL BLANKETS MUST BE SECURELY FASTENED TO SOIL SURFACE BY PLACING STAPLES/STAKES IN APPROPRIATE LOCATIONS AS SHOWN IN THE STAPLE PATTERN GUIDE. WHEN USING OPTIONAL DOT SYSTEM, STAPLES/STAKES SHOULD BE PLACED THROUGH EACH OF THE COLORED DOTS CORRESPONDING TO THE APPROPRIATE STAPLE PATTERN.

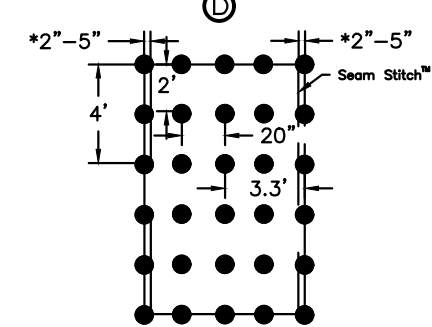
4. THE EDGES OF PARALLEL BLANKETS MUST BE STAPLED WITH APPROXIMATELY 2"-5" OVERLAP DEPENDING ON BLANKET TYPE. TO ENSURE PROPER SEAM ALIGNMENT, PLACE THE EDGE OF THE OVERLAPPING BLANKET (BLANKET BEING TM INSTALLED ON TOP) EVEN WITH THE COLORED SEAM STITCH ON THE PREVIOUSLY INSTALLED BLANKET.

5. CONSECUTIVE BLANKETS SPICED DOWN THE SLOPE MUST BE PLACED END OVER END (SHINGLE STYLE) WITH AN APPROXIMATE 3" OVERLAP. STAPLE THROUGH OVERLAPPED AREA, APPROXIMATELY 12" APART ACROSS ENTIRE BLANKET WIDTH. NOTE: *IN LOOSE SOIL CONDITIONS, THE USE OF STAPLE OR STAKE LENGTHS GREATER THAN 6" MAY BE NECESSARY TO PROPERLY SECURE THE BLANKETS.

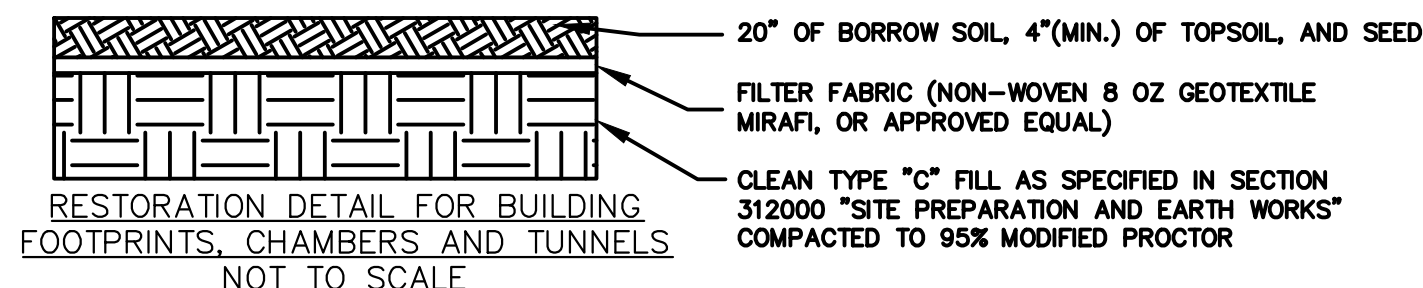
SLOPE INSTALLATION DETAIL



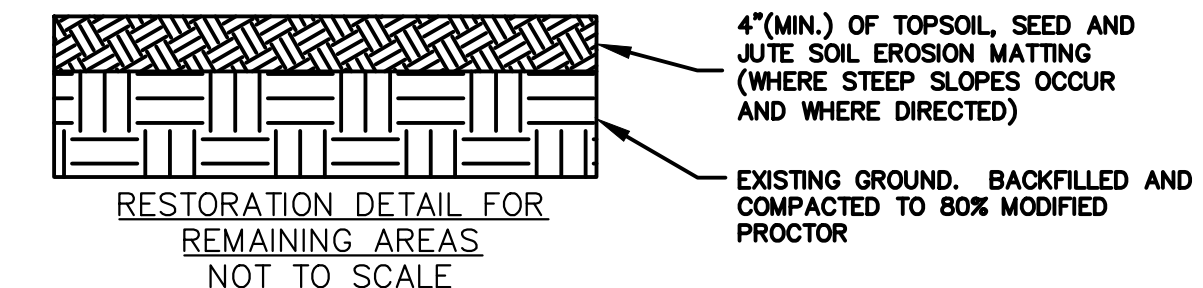
STAPLE PATTERN "C"
FOR SIDESLOPE PROTECTION



STAPLE PATTERN "D"
FOR DIVERSION SWALE PROTECTION



RESTORATION DETAIL FOR BUILDING FOOTPRINTS, CHAMBERS AND TUNNELS
NOT TO SCALE



RESTORATION DETAIL FOR REMAINING AREAS
NOT TO SCALE

PERMANENT SEEDING			TEMPORARY SEEDING		
SEED MIX	APPLICATION RATE (LBS/ACRE)	APPLICATION RATE (LBS/1,000 SQ. FT.)	SEED MIX	APPLICATION RATE (LBS/ACRE)	APPLICATION RATE (LBS/1,000 SQ. FT.)
ERNMX-177	10-15	1/2	ERNMX-104	50	1 1/2

ALL DISTURBED AREAS TO BE PERMANENTLY SEEDDED WITH NATIVE GRASS SEED MIX, CATALOG NUMBER ERNMX-177 AS MANUFACTURED BY ERNST CONSERVATION SEEDS, MEADVILLE, PA, www.ernstseed.com, OR EQUIVALENT. CONVENTIONAL SEEDING METHODS SUCH AS APPLICATION OF SEED BY HAND, CYCLONE (CENTRIFUGAL) SEEDER, DROP SEEDER, DRILL OR CULTIPACKER SEEDER ARE TO BE UTILIZED. HYDROSEEDING IS AN UNACCEPTABLE METHOD OF SEEDING UNLESS DISTURBED AREAS ARE TOO STEEP FOR CONVENTIONAL EQUIPMENT TO TRAVERSE OR TOO OBSTRUCTED WITH ROCKS, STUMPS, ETC. PRIOR TO UTILIZING THIS METHOD, THE CONTRACTOR SHALL OBTAIN APPROVAL FROM THE OWNER'S REPRESENTATIVE AND FREEHOLD SOIL CONSERVATION DISTRICT OFFICER.

ERNMX-177 COMPOSED OF THE FOLLOWING:

- 30% INDIANGRASS, PA ECOTYPE (SORGHASTRUM NUTANS, PA ECOTYPE)
- 30% BIG BLUESTEM, "PRAIRIE VIEW"-IN ECOTYPE (ANDROPOGON GERARDII, "PRAIRIE VIEW"-IN ECOTYPE)
- 20% SWITCHGRASS, "SHELTER" (PANICUM VIRGATUM, "SHELTER")
- 16% VIRGINIA WILDRYE, PA ECOTYPE (ELYMUS VIRGINICUS, PA ECOTYPE)
- 4% AUTUMN BENTGRASS, PA ECOTYPE (AGROSTIS PERENNANS, PA ECOTYPE)

ALL DISTURBED AREAS THAT DO NOT RECEIVE PERMANENT SEEDING WITHIN 30 DAYS SHALL BE TEMPORARILY SEEDDED WITH QUICK EROSION CONTROL COVER MIX, CATALOG NUMBER ERNMX-104 AS MANUFACTURED BY ERNST CONSERVATION SEEDS, MEADVILLE, PA, www.ernstseed.com, OR EQUIVALENT. CONVENTIONAL SEEDING METHODS SUCH AS APPLICATION OF SEED BY HAND, CYCLONE (CENTRIFUGAL) SEEDER, DROP SEEDER, DRILL OR CULTIPACKER SEEDER ARE TO BE UTILIZED. HYDROSEEDING IS AN UNACCEPTABLE METHOD OF SEEDING UNLESS DISTURBED AREAS ARE TOO STEEP FOR CONVENTIONAL EQUIPMENT TO TRAVERSE OR TOO OBSTRUCTED WITH ROCKS, STUMPS, ETC. PRIOR TO UTILIZING THIS METHOD, THE CONTRACTOR SHALL OBTAIN APPROVAL FROM THE OWNER'S REPRESENTATIVE AND FREEHOLD SOIL CONSERVATION DISTRICT OFFICER.

ERNMX-104 COMPOSED OF THE FOLLOWING:

- 50% ANNUAL RYEGRASS (LOLIUM MULTIFLORUM (L. PERENNE VAR. ITALICUM))
- 50% PERENNIAL RYEGRASS, "BLACKCAT II" (TURF TYPE) (LOLIUM PERENNE, "BLACKCAT II")

FREEHOLD SOIL CONSERVATION DISTRICT
SOIL EROSION AND SEDIMENT CONTROL NOTES

- THE FREEHOLD SOIL CONSERVATION DISTRICT SHALL BE NOTIFIED FORTY-EIGHT (48) HOURS IN ADVANCE OF ANY SOIL DISTURBING ACTIVITY.
- ALL SOIL EROSION AND SEDIMENT CONTROL PRACTICES ARE TO BE INSTALLED PRIOR TO SOIL DISTURBANCE, OR IN THEIR PROPER SEQUENCE, AND MAINTAINED UNTIL PERMANENT PROTECTION IS ESTABLISHED.
- ANY CHANGES TO THE CERTIFIED SOIL EROSION AND SEDIMENT CONTROL PLANS WILL REQUIRE THE SUBMISSION OF REVISED SOIL EROSION AND SEDIMENT CONTROL PLANS TO THE DISTRICT FOR RE-CERTIFICATION. THE REVISED PLANS MUST MEET ALL CURRENT STATE SOIL EROSION AND SEDIMENT CONTROL STANDARDS.
- N.J.S.A. 4:24-39 ET. SEQ. REQUIRES THAT NO CERTIFICATES OF OCCUPANCY BE ISSUED BEFORE THE DISTRICT THAT A PROJECT OR PORTION THEREOF IS IN FULL COMPLIANCE WITH THE CERTIFIED PLAN AND STANDARDS FOR SOIL EROSION AND SEDIMENT CONTROL IN NEW JERSEY AND A REPORT OF COMPLIANCE HAS BEEN ISSUED. UPON WRITTEN REQUEST FROM THE APPLICANT, THE DISTRICT MAY ISSUE A REPORT OF COMPLIANCE WITH CONDITIONS ON A LOT-BY-LOT OR SECTION-BY-SECTION BASIS, PROVIDED THAT THE PROJECT OR PORTION THEREOF IS IN SATISFACTORY COMPLIANCE WITH THE SEQUENCE OF DEVELOPMENT AND TEMPORARY MEASURES FOR SOIL EROSION AND SEDIMENT CONTROL HAVE BEEN IMPLEMENTED, INCLUDING PROVISIONS FOR STABILIZATION AND SITE WORK.
- ANY DISTURBED AREAS THAT WILL BE LEFT EXPOSED MORE THAN SIXTY (60) DAYS, AND NOT SUBJECT TO CONSTRUCTION TRAFFIC, WILL IMMEDIATELY RECEIVE A TEMPORARY SEEDING, IF THE SEASON PREVENTS THE ESTABLISHMENT OF TEMPORARY COVER, THE DISTURBED AREAS WILL BE MULCHED WITH STRAW, OR EQUIVALENT MATERIAL, AT A RATE OF 2 TO 2.5 TONS PER ACRE, ACCORDING TO STATE STANDARD FOR STABILIZATION WITH MULCH ONLY.
- IMMEDIATELY FOLLOWING INITIAL DISTURBANCE OR ROUGH GRADING, ALL CRITICAL AREAS SUBJECT TO EROSION (I.E. SOIL STOCKPILES, STEEP SLOPES AND ROADWAY EMBANKMENTS) WILL RECEIVE TEMPORARY SEEDING IN COMBINATION WITH STRAW MULCH OR A SUITABLE EQUIVALENT, AND A MULCH ANCHOR, IN ACCORDANCE WITH STATE STANDARDS.
- A SUB-BASE COURSE WILL BE APPLIED IMMEDIATELY FOLLOWING ROUGH GRADING AND INSTALLATION OF IMPROVEMENTS TO STABILIZE STREETS, ROADS, DRIVEWAYS, AND PARKING AREAS. IN AREAS WHERE NO UTILITIES ARE PRESENT, THE SUB-BASE SHALL BE INSTALLED WITHIN FIFTEEN (15) DAYS OF PRELIMINARY GRADING.
- THE STANDARD FOR STABILIZED CONSTRUCTION ACCESS REQUIRES THE INSHED STONE AT POINTS WHERE CRUSHED STONE AT POINTS WHERE TRAFFIC WILL BE ACCESSING THE CONSTRUCTION SITE. AFTER INTERIOR ROADWAYS ARE PAVED, INDIVIDUAL LOTS REQUIRE A STABILIZED CONSTRUCTION ACCESS CONSISTING OF ONE INCH TO TWO INCH (1"-2") STONE FOR A MINIMUM LENGTH OF TEN FEET (10') EQUAL TO THE LOT ENTRANCE WIDTH. ALL OTHER ACCESS POINTS SHALL BE BLOCKED OFF.
- ALL SOIL WASHED, DROPPED, SPILLED, OR TRACKED OUTSIDE THE LIMIT OF DISTURBANCE OR ONTO PUBLIC RIGHT-OF-WAYS WILL BE REMOVED IMMEDIATELY.
- PERMANENT VEGETATION IS TO BE SEEDDED OR SODDED ON ALL EXPOSED AREAS WITHIN TEN (10) DAYS AFTER FINAL GRADING.
- AT THE TIME THAT SITE PREPARATION FOR PERMANENT VEGETATIVE STABILIZATION IS GOING TO BE ACCOMPLISHED, ANY SOIL THAT WILL NOT PROVIDE A SUITABLE ENVIRONMENT TO SUPPORT ADEQUATE VEGETATIVE GROUND COVER SHALL BE REMOVED OR TREATED IN SUCH A WAY THAT IT WILL PERMANENTLY ADJUST THE SOIL CONDITIONS AND RENDER IT SUITABLE FOR VEGETATIVE GROUND COVER. IF THE REMOVAL OR TREATMENT OF THE SOIL WILL NOT PROVIDE SUITABLE CONDITIONS, NON-VEGETATIVE MEANS OF PERMANENT GROUND STABILIZATION WILL HAVE TO BE EMPLOYED.
- IN ACCORDANCE WITH THE STANDARD FOR MANAGEMENT OF HIGH ACID PRODUCING SOILS, ANY SOIL HAVING A PH OF 4 OR LESS OR CONTAINING IRON SULFIDES SHALL BE ULTIMATELY PLACED OR BURIED WITH LIMESTONE APPLIED AT THE RATE OF 10 TONS/ACRE, (OR 450 LBS/1,000 SQ FT OF SURFACE AREA) AND COVERED WITH A MINIMUM OF 12" OF SETTLED SOIL WITH A PH OF 5 OR MORE, OR 24" WHERE TREES OR SHRUBS ARE TO BE PLANTED.
- CONDUIT OUTLET PROTECTION MUST BE INSTALLED AT ALL REQUIRED OUTFALLS PRIOR TO THE DRAINAGE SYSTEM BECOMING OPERATIONAL.
- UNFILTERED DEWATERING IS NOT PERMITTED. NECESSARY PRECAUTIONS MUST BE TAKEN DURING ALL DEWATERING OPERATIONS TO MINIMIZE SEDIMENT TRANSFER. ANY DEWATERING METHODS USED MUST BE IN ACCORDANCE WITH THE STANDARD FOR DEWATERING.
- SHOULD THE CONTROL OF DUST AT THE SITE BE NECESSARY, THE SITE WILL BE SPRINKLED UNTIL THE SURFACE IS WET, TEMPORARY VEGETATIVE COVER SHALL BE ESTABLISHED OR MULCH SHALL BE APPLIED AS REQUIRED BY THE STANDARD FOR DUST CONTROL.
- STOCKPILE AND STAGING LOCATIONS ESTABLISHED IN THE FIELD SHALL BE PLACED WITHIN THE LIMIT OF DISTURBANCE ACCORDING TO THE CERTIFIED PLAN. STAGING AND STOCKPILING NOT LOCATED WITHIN THE LIMIT OF DISTURBANCE WILL REQUIRE CERTIFICATION OF A REVISED SOIL EROSION AND SEDIMENT CONTROL PLAN. CERTIFICATION OF A NEW SOIL EROSION AND SEDIMENT CONTROL PLAN MAY BE REQUIRED FOR THESE ACTIVITIES IF AN AREA GREATER THAN 5,000 SQUARE FEET IS DISTURBED.
- ALL SOIL STOCKPILES ARE TO BE TEMPORARILY STABILIZED IN ACCORDANCE WITH SOIL EROSION AND SEDIMENT CONTROL NOTE #6.
- THE PROPERTY OWNER SHALL BE RESPONSIBLE FOR ANY EROSION OR SEDIMENTATION THAT MAY OCCUR BELOW STORMWATER OUTFALLS OR OFFSITE AS A RESULT OF CONSTRUCTION OF THE PROJECT.

NOTE: ANY DISTURBED AREAS NOT SCHEDULED FOR PERMANENT STABILIZATION WITHIN 30 DAYS SHALL RECEIVE A TEMPORARY VEGETATIVE COVER AS PER THE "STANDARD FOR TEMPORARY VEGETATIVE COVER FOR SOIL STABILIZATION" FOUND IN THE STANDARDS FOR SOIL EROSION AND SEDIMENT CONTROL IN NEW JERSEY.

PRIOR TO DEMOBILIZATION, CONTRACTOR SHALL PERFORM RESTORATION OF THE SITE AS NOTED ON CONTRACT DRAWINGS AND SPECIFICATIONS.

MULCHING IS REQUIRED ON ALL SEEDINGS AT A RATE PER STANDARDS FOR SOIL EROSION AND SEDIMENT CONTROL IN NEW JERSEY. THIS RATE SHALL BE THE FOLLOWING:
STRAW OR HAY - UNROTTED SMALL GRAIN STRAW, HAY FREE OF SEEDS, OR SALT HAY TO BE APPLIED AT THE RATE OF 1 1/2 TO 2 TONS PER ACRE (70 TO 90 POUNDS PER 1,000 SQUARE FEET), EXCEPT WHERE A CRIMPER IS USED INSTEAD OF A LIQUID MULCH-BINDER (TACKIFYING OR ADHESIVE AGENT), THE RATE OF APPLICATION IS 3 TONS PER ACRE. MULCH CHOPPER-BLOWERS MUST NOT GRIND THE MULCH. HAY MULCH IS NOT RECOMMENDED FOR ESTABLISHING FINE TURF OR LAWNS DUE TO THE PRESENCE OF WEED SEED.

WOOD-FIBER OR PAPER-FIBER MULCH - SHALL BE MADE FROM WOOD, PLANT FIBERS OR PAPER CONTAINING NO GROWTH OR GERMINATION INHIBITING MATERIALS, AT A RATE OF 1,500 POUNDS PER ACRE AND MAY BE APPLIED BY A HYDROSEEDER. THIS MULCH SHALL NOT BE MIXED IN THE TANK WITH SEED. USE IS LIMITED TO FLATTER SLOPES AND DURING OPTIMUM SEEDING PERIODS IN SPRING AND FALL.

CONSTRUCTION SCHEDULE

- | | |
|---------|--|
| WEEK 1: | MOBILIZATION |
| WEEK 2: | INSTALLATION OF EROSION MEASURES |
| WEEK 3: | ORDER PIPE AND ACCESSORIES |
| WEEK 4: | INSTALL PIPE (EMPLOY DAILY COVER)/RESTORE ROAD |
| WEEK 6: | DEMOLIBLIZE |

REVISION 9 - NJDEP WATER PERMIT SET
REVISION 8 - RESPONSE TO COMMENTS LETTER
REVISION 7 - CONVEY DMC COMMENTS RESPONSE
REVISION 6 - CONVEY DMC COMMENTS RESPONSE
REVISION 5 - NJDEP EMAIL COMMENT
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REVISION 1 - AS PER MTD REVIEW COMMENTS
ISSUED FOR PERMIT APPLICATION REVIEW
ISSUED FOR DESIGN DEVELOPMENT REVIEW

Revision	Date
10/07/19	
08/05/19	
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03/25/16	
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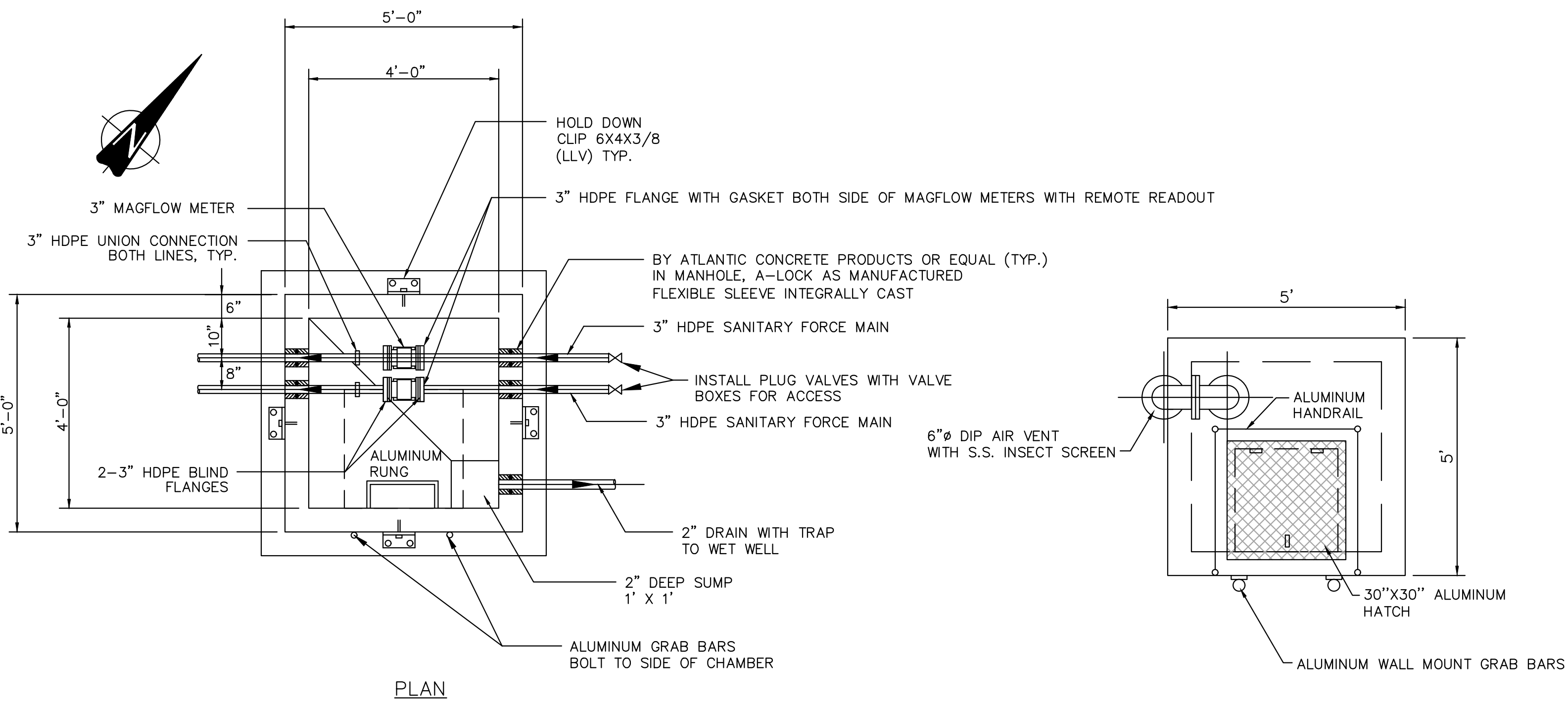
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STATE OF NEW JERSEY
DIVISION OF PROPERTY MANAGEMENT AND CONSTRUCTION
MARLBORO PSYCHIATRIC HOSPITAL - MARLBORO, MONMOUTH COUNTY, NEW JERSEY
SANITARY FORCE MAIN AND WATER MAIN EXTENSION
PROJECT NO. A1133-00
SOIL EROSION AND SEDIMENT CONTROL DETAILS
SHEET 4

Job	No.
307822	D-4
B/O	Total
36	39

\\VAL-FAS2040\MOTTMAC\GROUP\INT\PROJECTS\NE1346569 - MARLBORO GROUP HOMESII - DRAWINGS\SANITARY SEWER - RMS\REV 9 - NJDEP WATER PERMIT\DETAIL SHEETS.DWG



SANITARY FORCE MAIN FLOW METER CHAMBER

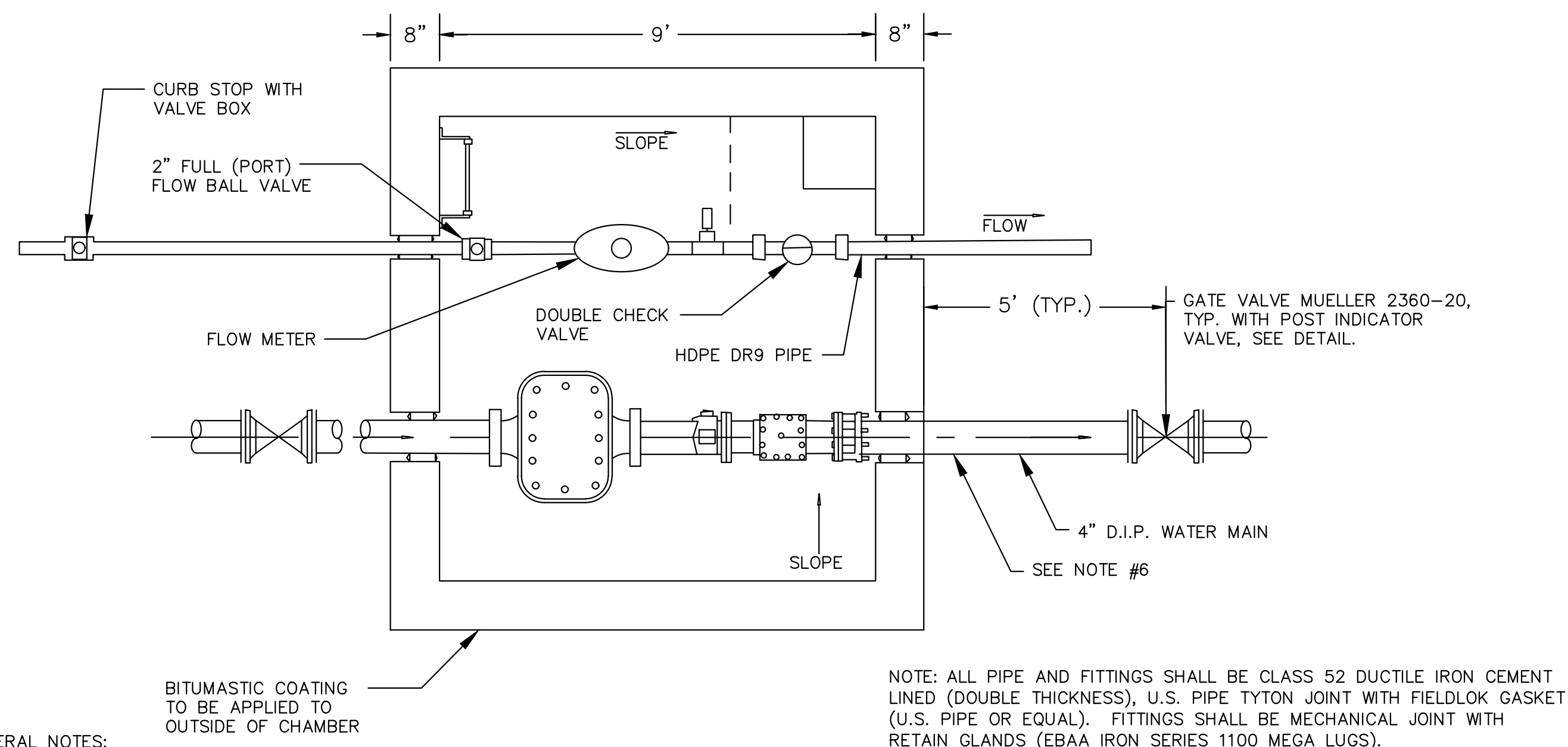
SCALE : 1/2" = 1'-0"

NOTES:

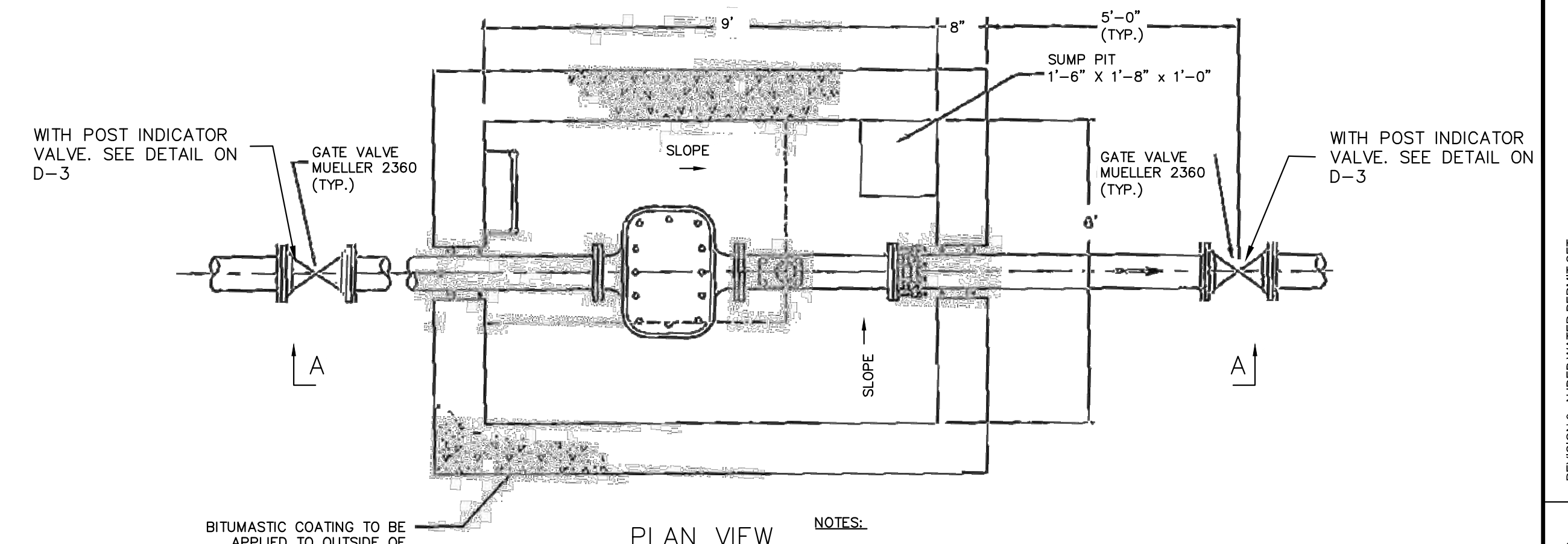
1. TOP SLAB OF METER CHAMBER TO BE DESIGNED FOR A LIVE LOAD OF 300 PSF.
2. INTERIOR PIPING SHALL BE PAINTED WITH TWO (2) COATS OF EPOXY PAINT.
3. FOR ELEVATIONS, SEE SITE PLANS AND DRAWING PR-1.
4. PROVIDE S.S. ANCHORS WITH S.S. NUTS & WASHERS W/C-6 EPOXY AS MANUFACTURED BY ITW RAMSET/RED HEAD OR EQUAL.

FLOW METER CHAMBER PLAN

SCALE : 1/2" = 1'-0"



SECTION A-A
FIRE PROTECTION METER PIT DETAIL
N.T.S.
NOT IN CONTRACT



NOTES:

1. EXACT SIZE OF PRECAST PIT MAY VARY BASED ON THE WATER MAIN SIZE. MINIMUM SIZE SHOWN.
2. SENSUS METER MAY BE MODEL OMNI F2 (8" FIRE METER WITH MXU RADIO READ AND ECR/TRPL REGISTER FOR TOUCH READ SYSTEM. SMALLER MAIN LINE METER SIZES ALLOWABLE ONLY W/Written CONSENT OF MTWUD.
3. ISOLATION VALVES SHALL BE PROVIDED OUTSIDE OF THE METER PIT (GATE VALVE - MUELLER MODEL 2360-20 OR APPROVED EQUAL).
4. THE CONCRETE PIT SHALL MEET THE REQUIREMENTS OF ASTM C-013. MATERIALS: CONCRETE - 5000 PSI @ 28 DAYS REINFORCEMENT BARS - ASTM A615 GRADE 60 WWF - ASTM A188.
5. IF CHAMBER NEEDS RISER, PRECAST SECTION TO BE INSTALLED W/APPROVED SEAL IF FABRICATING 5000 PSI. CONCRETE TO BE POURED IN PLACE ON BONDING AGENT W/REBAR DOWELS DRILLED AND EPOXY CEMENTED IN PLACE.

- GENERAL NOTES:**
1. EXACT SIZE OF PRECAST PIT MY VARY BASED ONT HE WATER MAIN SIZE. MINIMUM SIZE SHOWN.
 2. SENSUS METER MAY BE MODEL OMNI F2 (4" FIRE METER WITH MXU RADIO READ AND ECR/TRPL REGISTER FOR TOUCH READ SYSTEM).
 3. ISOLATION VALVES SHALL BE PROVIDED OUTSIDE OF THE METER PIT, (GATE VALVE - MUELLER MODE 2300-20 AND POST INDICATOR VALVE).
 4. THE CONCRETE PIT SHALL MEET THE REQUIREMENTS OF ASTM C-913. MATERIALS: CONCRETE - 5000 PSI @ 28-DAYS, REINFORCEMENT: BARS - ASTM A615 GRADE 60 AND WWF - ASTM A185
 5. IF CHAMBER NEEDS RISER, PRECAST SECTION TO BE INSTALLED WITH APPROVED SEAL. IF FABRICATING 5000 PSI CONCRETE, TO BE POURED IN PLACE ON BONDING AGENT WITH REBAR DOWELS DRILLED AND EPOXY CEMENTED IN PLACE.
 6. REFER TO FIRE PROTECTION METER PIT DETAIL FOR FIRE METER RELATED INFORMATION.

NOT IN CONTRACT

Revision	Date
REVISION 9 - NJDEP WATER PERMIT SET	
REVISION 8 - REVISION 7 PERMIT COMMENTS RESPONSE	
REVISION 7 - CONVEYOR ROAD PACKAGE	
REVISION 6 - NJDEP EMAIL COMMENT	
REVISION 5 - NJDEP EMAIL COMMENT	
REVISION 4 - NJDEP PERMIT REVIEW	
REVISION 3 - TWA REVIEW	
REVISION 2 - AS PER MTWUD REVIEW COMMENTS	
REVISION 1 - AS PER MTWUD REVIEW COMMENTS	
ISSUED FOR PERMIT APPLICATION REVIEW	
ISSUED FOR DESIGN DEVELOPMENT REVIEW	

Date	Approved	Checked	Drawn	Designed
	JUK	JUK	EWP	

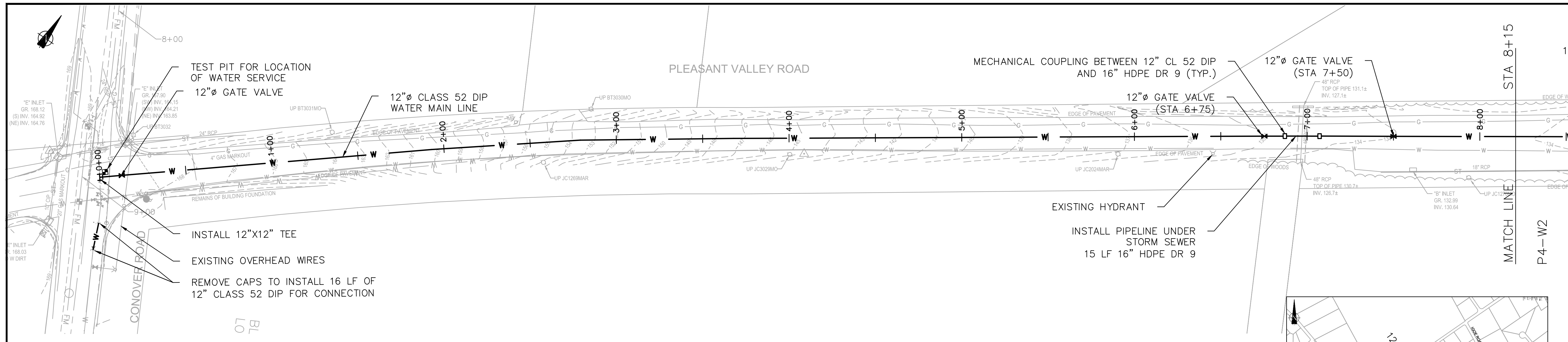
Professional Engineer - N.J. Lic. No. 246E033876
JOSEPH J. KOEHLER

MOTT MACDONALD	Certificate No. 246A28016600
111 Wood Avenue South Iselin, New Jersey 08830-4112	

STATE OF NEW JERSEY
DIVISION OF PROPERTY MANAGEMENT AND CONSTRUCTION
MARLBORO PSYCHIATRIC HOSPITAL - MARLBORO, MONMOUTH COUNTY, NEW JERSEY
SANITARY FORCE MAIN AND WATER MAIN EXTENSION
PROJECT NO. A1133-00
METER PIT DETAILS
SHEET 5

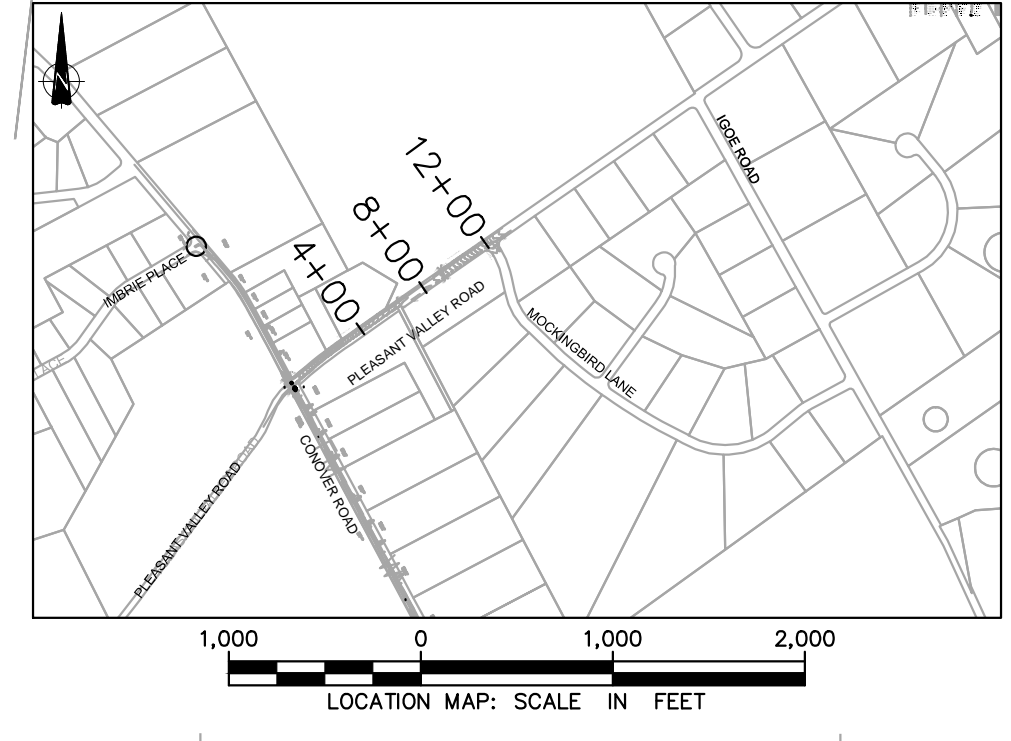
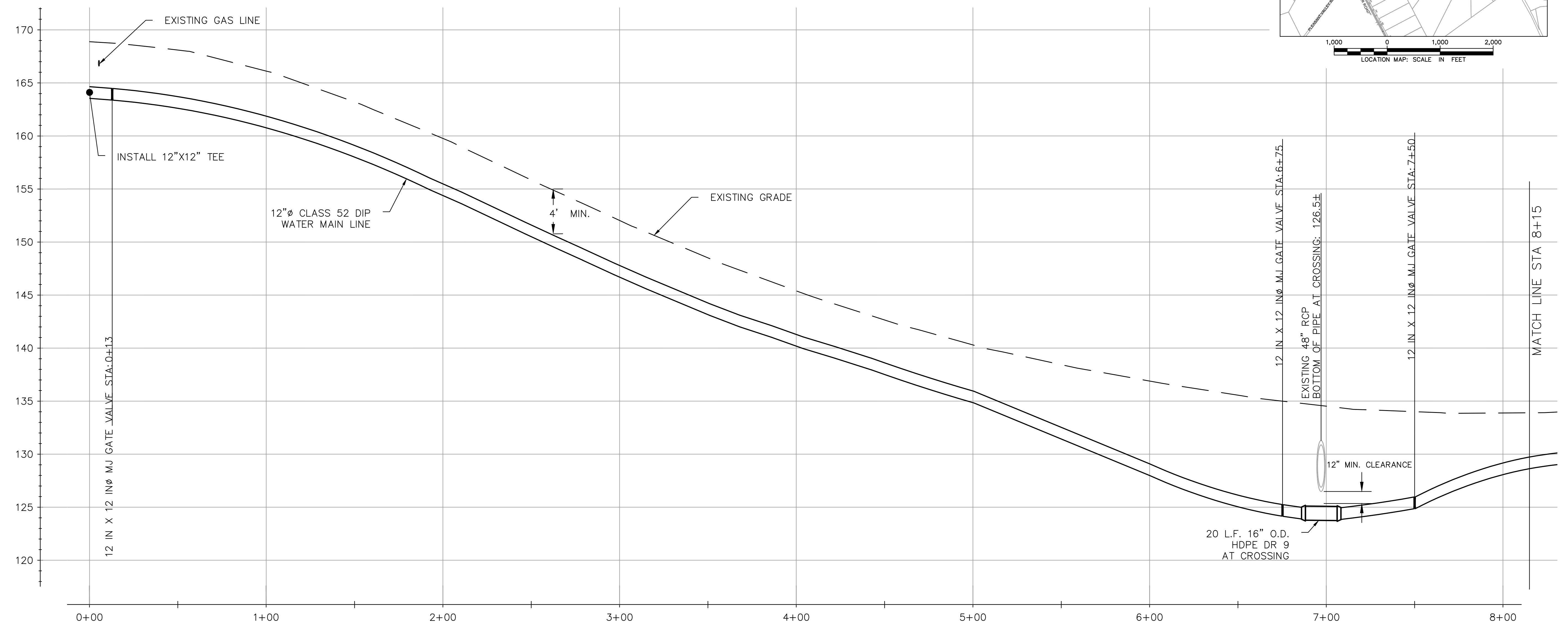
Job No.	307822	No.	D-5
B/O	37	Total	39

\\VAL-FAS2040.MOTTMAC.GROUP.INT\PROJECTS\NE1346569 - MARLBORO GROUP HOMES I - DRAWINGS\SANITARY SEWER - RMS\REV. 9 - NDEP WATER PERMITHASE 4 - P.V.DWG



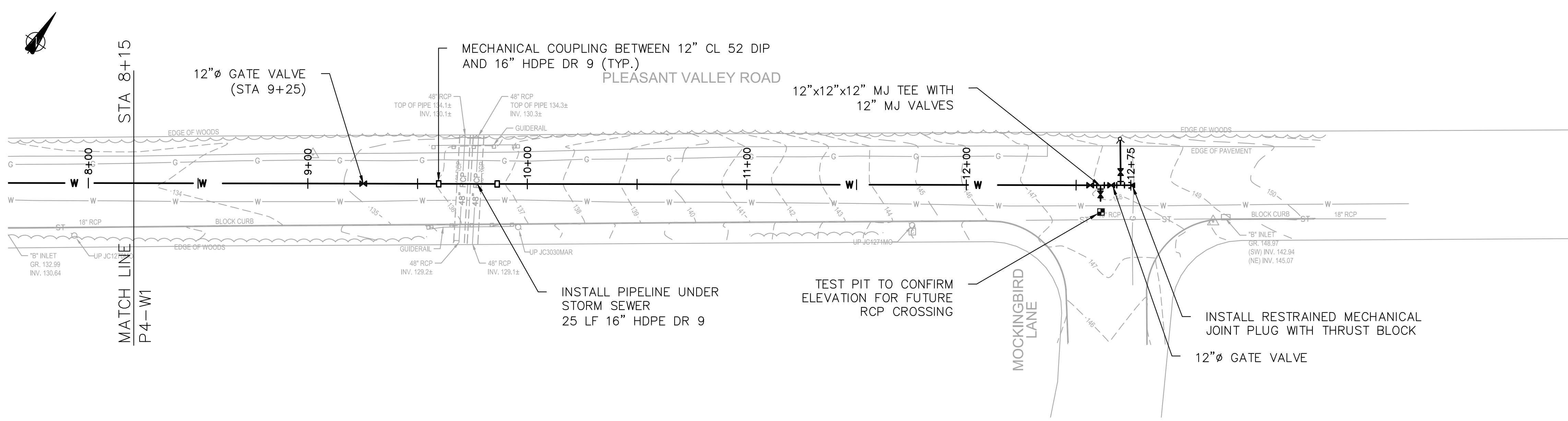
NOTE:
1. EACH STORM CROSSING SHALL CONSIST OF 16" Ø HDPE DR 9 WITH MECHANICAL JOINT ADAPTERS.

WATER LINE EXTENSION PROFILE STATION 0+00 - 8+15



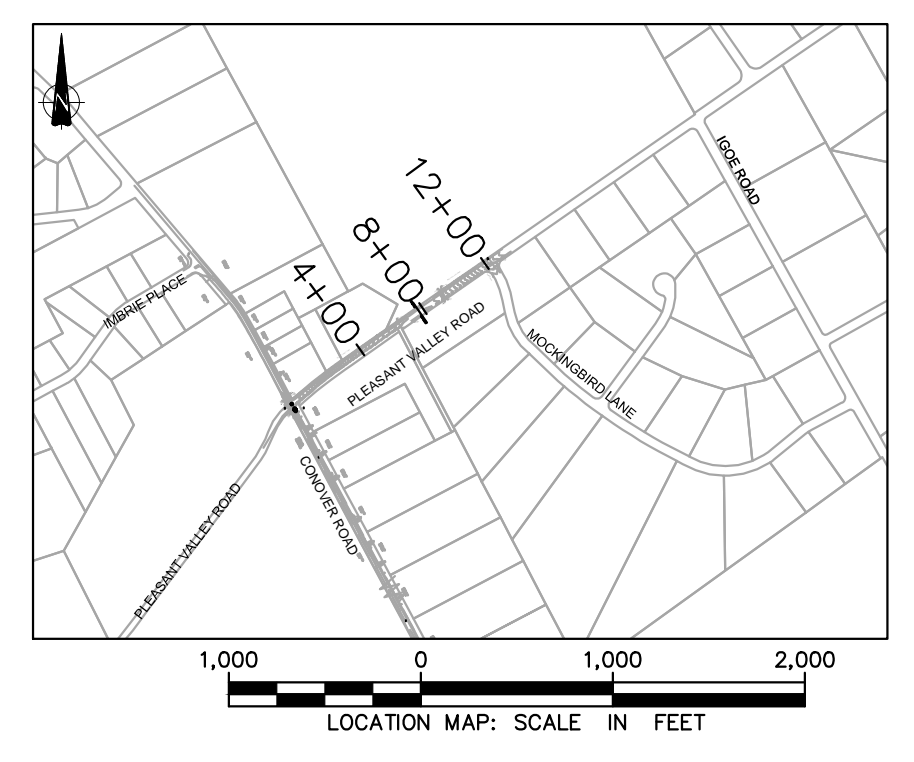
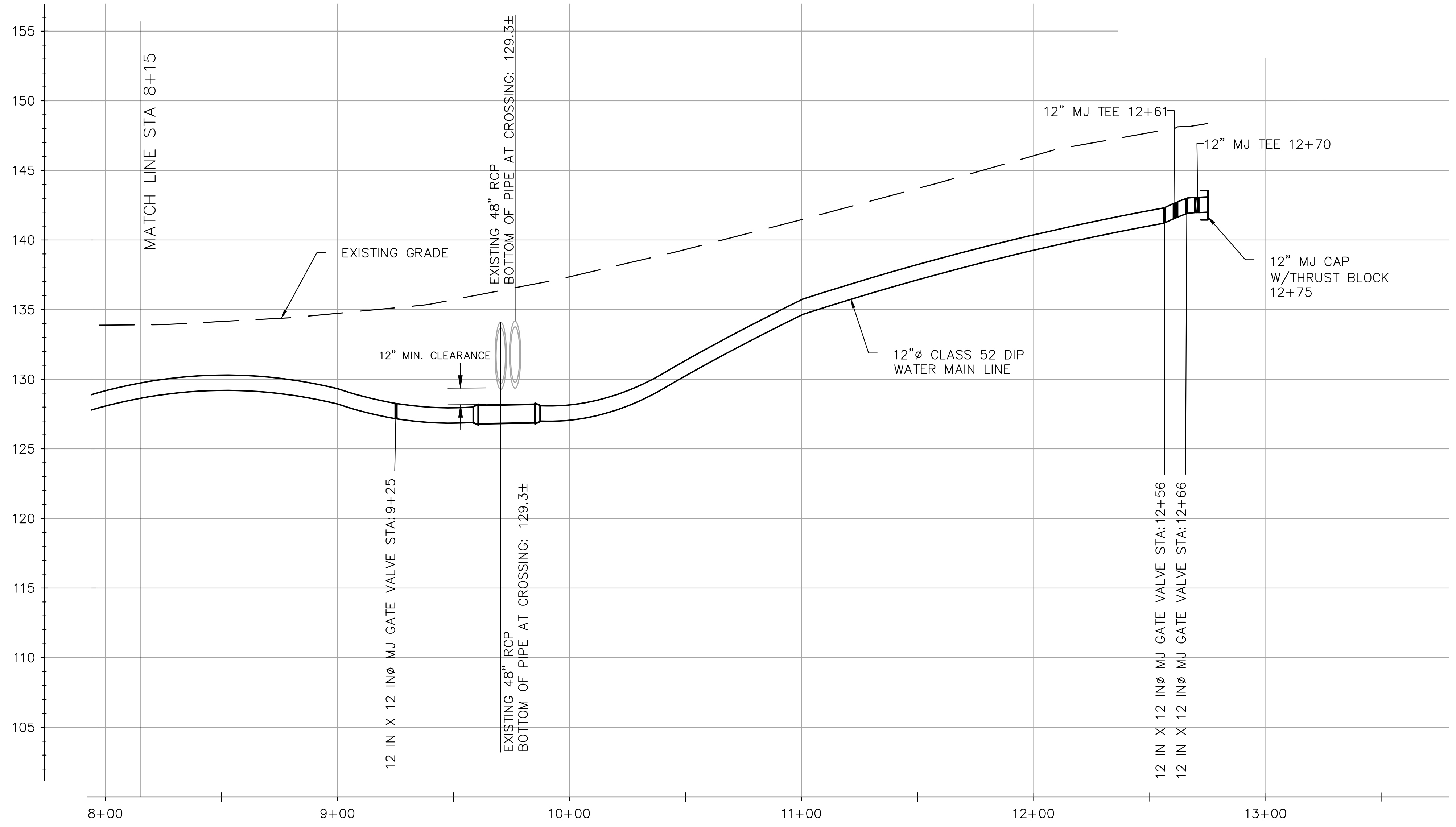
MOTT MACDONALD <small>Certificate No. 2462A28016600</small> 111 Wood Avenue South Iselin, New Jersey 08830-4112	
JOSEPH J. KOEHLER Professional Engineer - N.J. Lic. No. 246E033876	
STATE OF NEW JERSEY DIVISION OF PROPERTY MANAGEMENT AND CONSTRUCTION MARLBORO PSYCHIATRIC HOSPITAL - MARLBORO, MONMOUTH COUNTY, NEW JERSEY SANITARY FORCE MAIN AND WATER MAIN EXTENSION PROJECT NO. A1133-00 PHASE 4 - WATER MAIN EXTENSION SHEET 1 (0+00 - 8+15)	Job No. 307822 P4-W1 B/O Total 38 39
Approved: _____ Date: _____ Checked: JUK Drawn: MJD	Approved: _____ Date: _____ Checked: JUK Drawn: MJD
REVISION 9 - NDEP WATER PERMIT SET REVISION 8 - NDEP WATER PERMIT SET REVISION 7 - CONOVER ROAD PACKAGE REVISION 6 - CONOVER ROAD PACKAGE REVISION 5 - NDEP EMAIL COMMENT REVISION 4 - NDEP EMAIL COMMENT REVISION 3 - TWA REVIEW REVISION 2 - AS PER MTTMUD REVIEW COMMENTS REVISION 1 - AS PER MTTMUD REVIEW COMMENTS ISSUED FOR PERMIT APPLICATION REVIEW ISSUED FOR DESIGN DEVELOPMENT REVIEW	

\\WAL-FAS2040.MOTTMAC.GROUP.INT\PROJECTS\NE\346569 - MARLBORO GROUP HOMES I - DRAWINGS\SANITARY SEWER - RMS\REV. 9 - NDEP WATER PERMITHASE 4 - P.V.DWG



NOTE:
 1. EACH STORM CROSSING SHALL CONSIST OF 16"Ø HDPE DR 9 WITH MECHANICAL JOINT ADAPTERS.

WATER LINE EXTENSION PROFILE STATION 8+15 - 12+75



STATE OF NEW JERSEY DIVISION OF PROPERTY MANAGEMENT AND CONSTRUCTION MARLBORO PSYCHIATRIC HOSPITAL - MARLBORO, MONMOUTH COUNTY, NEW JERSEY SANITARY FORCE MAIN AND WATER MAIN EXTENSION PROJECT NO. A11.33-00 PHASE 4 - WATER MAIN EXTENSION SHEET 2 (8+15 - 12+75)		
Job No. 307822 P4-W2	No. B/O 39 Total 39	
MOTT MACDONALD Certificate No. 246A28016600 111 Wood Avenue South Iselin, New Jersey 08830-4112		
JOSEPH J. KOEHLER Professional Engineer - N.J. Lic. No. 246E033876		
Drawn MJD	Checked JUK	Approved JUK
Date 11/17/15	Date 03/25/16	Date 09/23/15
REVISION 9 - NDEP WATER PERMIT SET REVISION 8 - NDEP WATER PERMIT SET REVISION 7 - CONSTRUCTION COMMENT RESPONSE REVISION 6 - CONSTRUCTION COMMENT RESPONSE REVISION 5 - NDEP EMAIL COMMENT REVISION 4 - NDEP EMAIL COMMENT REVISION 3 - TWA REVIEW REVISION 2 - AS PER ATWID REVIEW COMMENTS REVISION 1 - AS PER ATWID REVIEW COMMENTS ISSUED FOR PERMIT APPLICATION REVIEW ISSUED FOR DESIGN DEVELOPMENT REVIEW		Revision

Appendix N:
Resolution of Intent to Bond

These documents are pending and will be submitted under separate cover, and inserted into this Appendix.

Appendix O:
Resolution – Municipal Housing Liaison

These documents are pending and will be submitted under separate cover, and inserted into this Appendix.

Appendix P:
Extension of Expiring Controls Documentation

WHEREAS, pursuant to N.J.S.A. 40A:12-14, the Lessor has the power to lease any real property for a public purpose through negotiated agreement; and

WHEREAS, the Lessor has determined that it would serve a public purpose and be to the benefit of the health and welfare of Marlboro Township's citizens for the Lessor to offer a new lease agreement to the Lessee for the benefit of its residents in order to use and occupy the Park for, in part, affordable housing purposes within the Township of Marlboro; and

WHEREAS, the continued leasing of the Park would be in furtherance of the Lessor's commitment, in part, to provide affordable housing within the Township of Marlboro; and

WHEREAS, pursuant to N.J.S.A. 40A:12-14(c) the following findings are made:

3 Consideration: \$1,500 per month for the 1st year
\$2,500 per month for the 2nd year
CPI increase for years 3-30

Lessee: Midway Mobile Homeowners' Association, Inc.

Public purpose: Affordable Housing

6 Number of persons Benefiting: 25 residential units

Location: Hamilton Park, Block 147, Lot 43

Term: 30 years

Responsible agency: The Marlboro Township Affordable Housing Agency

NOW, THEREFORE, BE AND IT IS HEREBY ORDAINED, by the Township Council of the Township of Marlboro, County of Monmouth and State of New Jersey, that:

1. The Mayor is hereby authorized to execute the 2010 Lease agreement which pertains to municipal property located at Block 147, Lot 43 on the Official Tax Map of the Township of Marlboro, Monmouth County, New Jersey, commonly known as Hamilton Park, for affordable housing purposes in the Township of Marlboro; and

2. The Mayor and Township Clerk are hereby authorized and directed to execute and witness, any documents which may be required to effectuate the lease of real property located at Block 147, Lot 43 on the Official Tax Map of the Township of Marlboro, Monmouth County, New Jersey; and

BE IT FURTHER ORDAINED, that if any section, paragraph, subsection, clause or provision of this Ordinance shall be adjudged by the courts to be

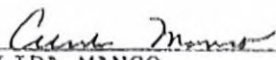
invalid, such adjudication shall apply only to the section paragraph, subsection, clause or provision so adjudicated, and the remainder of the Ordinance shall be deemed valid and effective.

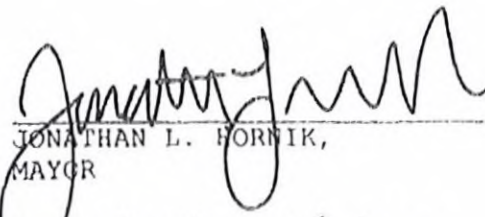
BE IT FURTHER ORDAINED, that any ordinances or parts thereof in conflict with the provisions of this Ordinance are repealed to the extent of such conflict.

BE IT FURTHER ORDAINED, that this Ordinance shall take effect upon passage and publication in accordance with applicable law.

PASSED: August 24, 2010

ADOPTED: September 16, 2010


ALIDA MANCO,
MUNICIPAL CLERK


JONATHAN L. HORNIK,
MAYOR
Date signed: 9/16/2010

Township of Marlboro
Department of Community Development
Division of Zoning/Code Enforcement
 1979 Township Drive
 Marlboro, New Jersey 07746
 (732) 536-0200 ext. 1240
 (732) 536-7784 fax
www.zoning@marlboro-nj.gov

Sarah Paris
Zoning/Code Enforcement Officer

Annual Site Inspection

Inspection Date: May 7, 2018

Name: Hamilton Park a/k/a/ Midway Mobile Homeowner's Association
Block: 147 **Lot:** 43 **Address:** Spring Valley Road, Morganville, NJ 07751

<u>Address</u>	<u>Owner</u>	<u>Shed</u>
10 Council Drive	Susan Evans	10' x 12'
Observed: SHED DOOR OPEN. TRAMPOLINE IN YARD. LADDER IN PARKING AREA. KIDS TOYS IN PARKING AREA. SKIRTING BROKEN		
Violation of Lease Agreement Article VII 7.1h re: skirting.		
11 Council Drive	Debra Gates	9' x 12' and 10' x 10'
Observed: NO VIOLATIONS OBSERVED		
12 Council Drive	Rebecca & Richard Ellis -	Sheds 7' x 8' and 10' x 12'
Observed: MAKE-SHIFT COVERED DECK		
Violation		
14 Council Drive	Robert & Roxanne Fetyko	3' x 4' and 10' x 12'
Observed: BROKEN SKIRTING. EXTENSION CORD FROM PORCH LIGHT TO YARD. NO ROOF SHINGLES. NO BACK STAIRS. SILVER HYUNDAI IN PARKING AREA – NON FUNCTIONAL, FLAT TIRE, FRONT END DAMAGE, FILLED WITH CLOTHING & TRASH (USED FOR STORAGE)		
Violation of Lease Agreement Article VII, 7.1h – Skirting Article VII 7.1 a – “All automobiles must be registered and in working order”.		
15 Council Drive	Donna Cashell	5' x 7' and 10' x 10'
Observed: SKIRTING BROKEN / MISSING. NO STEPS TO BACK DOOR. BACK DOOR MISSING. HIGH GRASS / WEEDS. 2 SHEDS. ½ MISSING FRONT DOOR SCREEN. TRASH THROUGHOUT YARD. DECK DEMOLOSHED / COLLAPSING		

Violation **Lease Agreement Article VII 7.1h** re: skirting.

16 Council Drive ROBERT FETYKO, JR. 16' x 18'
(In 1988 a 6' x 12' addition to trailer was approved with a building permit)

Observed: **USING SHED AS A RESIDENCE ?? OPTIMUM CABLE WIRE RUN FROM UTILITY BOX ACROSS ROAD**

Violation

17 Council Drive Deborah Perna 8' x 12'
Observed: **PAVER PATIO IN FRONT. TRASH PILES USED TO DETERMINE PARKING AREAS**

Violation

18 Council Drive Cheryl Green's unit –**Gifted - NO CCO – NOT PERMITTED**
Observed: **NO SKIRTING / BROKEN. EXTENSION CORD RUNNING FROM HOUSE. HIGH GRASS / BRANCHES**

Violation of **Lease Agreement Article VII 7.1h** re: skirting.

19 Council Drive Deborah Pietz 8' x 12'
Observed: **SKIRTING BROKEN / MISSING**

Violation **Lease Agreement Article VII 7.1h** re: skirting.

21 Council Drive Marc Layton 10' x 10' and 10' x 22'
10' x 17' Deck Permit
Observed: **NO VIOLATIONS NOTED**

23 Council Drive William Wardell Sr. 15' x 15'
Observed: **DOOR OPEN. SHED WITH BROKEN WINDOW. HOUSE OPEN / NOT SECURED**

Violation of

1 Stonehenge Way Judith Kahn 8' x 12'
Observed: **SKIRTING BROKEN / MISSING. TREES CUT, TOILET BOWL IN BACKYARD**

Violation **Lease Agreement Article VII 7.1h** re: skirting.

3 Stonehenge Way Zachary Blend 15' x 16'
Observed: **SKIRTING MISSING. SHED FALLING APART. HIGH GRASS / WEEDS**

Violation of

5 Stonehenge Way Dolores Petti

12' x 20'
18' x 12' addition approved

Observed: **SKIRTING BROKEN / MISSING**

Violation of **Lease Agreement Article VII 7.1h** re: skirting.

6 Stonehenge Way Homeowners Association

Handicapped Ramp

Observed: **SKIRTING MISSING / BROKEN. HIGH GRASS / WEEDS**

Violation of **Lease Agreement Article VII 7.1h** re: skirting.

7 Stonehenge Way Jesse & Sharon Newell

7' x 8' and 8' x 12'

Observed: **POND IN FRONT YARD. MULTIPLE TABLES / CHAIRS IN YARD. GOODLY AMOUNT OF TRASH / JUNK IN YARD. SHED ??.**

Violation of

8 Stonehenge Way Albert & Paula Coretskie

9' x 9'

Observed: **SKIRTING / WOOD FALLING. TIRE IN FRONT YARD. SHED**

Violation of **Lease Agreement Article VII 7.1h** re: skirting

9 Stonehenge Way Marie Fetyko

8' x 9' and 10.5' x 8'

Front and rear decks approved

Observed: **POOL. HIGH GRASS / WEEDS. SKIRTING BROKEN / MISSING. SHED ??**

Violation of **Lease Agreement Article VII 7.1h** re: skirting

10 Stonehenge Way Chris Sherman

10' x 12' and 10' x 10'

Observed: **2 SHEDS. HOUSE LOOKS WELL KEPT – NO VIOLATIONS**

12 Stonehenge Way Thomas Madden

10' x 12'

Observed: **SKIRTING BROKEN / MISSING. NO STAIRS TO BACK DOOR. NO BACK RAILING TO FRONT STEPS TO PREVENT FALLING. EXTENSION CORD RUNNING FROM HOUSE TO 14 STONEHENGE**

Violation of **Lease Agreement Article VII 7.1h** re: skirting

14 Stonehenge Way Estate of Fred Tucker **VACANT** None
Observed: **SAME CONDITION AS LAST YEAR. DOORS OPEN. RED DODGE TRUCK IN DRIVEWAY- FLAT TIRE. DECK FALLEN APART – RECEIVING ELECTRIC FROM 12 STONEHENGE???? WHO IS LIVING HERE???**

Violation of **Section 278-6** Vacant Structures and Land –“shall be maintained in clean, safe, secure...so as not to cause a blighting problem...”. **Article VII 7.1 a**– “All automobiles must be registered and in working order”.

15 Stonehenge Way Roberta Petrow 17’ x 14’
Observed:
NO VIOLATIONS OBSERVED.

17 Stonehenge Way William Pitt - **VACANT** 12’ x 25’ and 15’ x 20
Observed: **GARAGE & SHED. SKIRTING & SHUTTERS FALLING. HIGH GRASS / WEEDS**

Violation of **Section 278-6** Vacant Structures and Land –“shall be maintained in clean, safe, secure...so as not to cause a blighting problem...”

19 Stonehenge Way Ann & Gregory Cordier (2) @ 8’ x 12’
Permits also issued for handicapped ramp and patio room
Observed: **WHITE DOG. 2 SHEDS. HIGH GRASS**

Violation

21 Stonehenge Way **VACANT** No Shed
Observed: **SKIRTING HAS HOLES & GAPS. PILE OF SIDING IN REAR YARD. TRASH THROUGHOUT YARD & FRONT STEPS. HIGH GRASS / WEEDS.**

Lease Agreement Article VII 7.1h re: skirting

23 Stonehenge Way Linda Evans 10’ x 12’ shed
Observed: **SKIRTING HAS HOLES IN IT.**

Lease Agreement Article VII 7.1h re: skirting

AGREEMENT BETWEEN

**Township Of Marlboro and
Midway Mobile Homeowners' Association, Inc.**

RECITALS

This Agreement executed this 13 day of October, 2010, between the Township Of Marlboro, a municipality of Monmouth County and the State of New Jersey, hereinafter "Lessor," and the Midway Mobile Homeowners' Association, Inc., a not for profit corporation established under the laws of the State of New Jersey, hereinafter "Lessee," herein provides:

WHEREAS Lessor is the owner of real property which is commonly referred to as "Hamilton Park"; and

WHEREAS Lessee is the operator of "Hamilton Park"; and

WHEREAS Lessee has been the operator of the Park since February 1, 1985, under the terms of a written lease agreement which has been extended and which expired on May 17, 2010; and

WHEREAS the parties have not otherwise entered into any other written agreements of any kind with the exception of the February 1, 1985, lease agreement; and

WHEREAS both Lessor and Lessee now desire to enter into a new agreement and understanding which defines the terms and conditions of their relationship and which will inure to the respective benefits of both Lessor and Lessee; and

WHEREAS both parties, and particularly Lessee, wishes to enter into a new agreement with Lessor; and

NOW THEREFORE, upon the following conditions, covenants, representations and promises, the parties herein agree as follows:

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- 2.2 Use

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- 3.2 Time Of The Essence
- 3.3 Compensation In Lieu Of Municipal Fees

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- 4.2 Capital Improvements

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- 5.2 Lessee's Responsibilities

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GENERAL TERMS AND CONDITIONS

ARTICLE I

PREMISES

1.1 PREMISES: In consideration of the assurances, covenants, promises, representations, and agreements reserved and contained herein, the Lessor demises and leases to the Lessee a premises which is commonly known as "Hamilton Park" which is approximately 8.11 acres in size and it can be identified as Block 147, Lot 43, within the Township of Marlboro, New Jersey (hereinafter "the Park"). The Park contains twenty-six (26) mobile home spaces one of which is utilized as a clubhouse for the use of Park occupants and the remaining twenty-five (25) spaces are owner-occupied mobile homes and they are used solely for residential purposes.

1.2 NO ENCUMBERANCES: Lessee acknowledges and understands that the Park is property which is owned by the Township of Marlboro, the Lessor hereunder. Under no circumstances may Lessee or any its occupants mortgage, lien, hypothecate, pledge or encumber the Park for any reason whatsoever.

1.3 REVERSION: Upon this Agreement terminating by either natural expiration, court order, election of the parties, or otherwise, the real property identified within this Agreement as the Park shall revert to the Township of Marlboro/Lessor free of any claim, lien, restriction or equitable interest on the part of the Lessee or any occupant of the Park.

ARTICLE II

TERM AND USE

2.1 COMMENCEMENT DATE AND TERM: The initial term of this Agreement shall commence on October 1, 2010, and shall continue for a period of thirty (30) years and shall terminate on September 30, 2040. Lessee shall have the right to extend the terms of this Agreement for two (2) five (5) year periods. See Article XVII, *infra*.

2.2 USE: The Lessee represents that the sole and exclusive permitted use in the Park shall be for residential occupancy and that no business or commercial activity of any kind may be conducted within the Park which includes the leasing of mobile homes by either Lessee or any occupant of the Park.

ARTICLE III

CONSIDERATION

3.1 **BASE MONTHLY AMOUNT:** Lessee agrees to pay to Lessor, on the first day of each and every month that this Agreement is in effect, and without prior demand or any deduction or setoff whatsoever, the fixed following consideration in the amounts set forth below:

<u>Year</u>	<u>Base Rental Amount</u>
1. October 1, 2010-September 30, 2011	\$18,000 per annum (\$1,500 per month)
October 1, 2011-September 30, 2012	\$30,000 per annum (\$2,500 per month)
October 1, 2012-September 30, 2040	See below

The base rent for years three (3) (i.e., commencing October 1, 2012) through thirty (30) of the Lease shall be calculated on an increase in the Consumer Price Index (CPI) as set forth in this paragraph. By way of example, the base rent for year three (3) shall increase and the increase shall be computed by multiplying the net base rent paid during year two (2) (i.e., \$2,500/month) of the Lease by a fraction of which the numerator is the CPI figure in effect on the first day of the third year and the denominator is the CPI figure in effect on the first day of the third year of this Lease. The "Resultant Number" shall be the base rent for the year next (i.e., year three (3)) if same is higher than the net base rent immediately prior to this adjustment (i.e., year two (2)), and, in such case it shall be payable for the remainder of that year (i.e., year three (3) of this Agreement) in monthly installments. In the event the Resultant Number is the same or less than the prior year's monthly rent, then the monthly rent for that given year shall not increase and it shall remain the same as it was prior to the calculation of the "Resultant Number." A like calculation shall be made on the anniversary of the commencement date of each year thereafter for years four (4) through thirty (30).

By way of example, if the CPI for the first day of the third year of this Agreement is 166.3 and further assuming that the CPI for the first day of the second year of the Agreement is 160, the base rent commencing in the third year of the Agreement shall be calculated as follows:

$$\frac{166.3 \text{ CPI for 3rd year}}{160 \text{ CPI on 1}^{\text{st}} \text{ day of the second year of the lease}} \times \text{base rent of } \$2,500 = \$ \underline{\hspace{2cm}}$$

317 = 75.7

The CPI as used herein shall be defined to be the Consumer Price Index for all Urban Consumers (New York, New York-Northeastern, New Jersey), published by the Bureau of Labor Statistics, United States Department of Labor or Successor, or substitute index appropriately adjusted. In the event that the CPI (or successor or a substitute index) is not available, a reliable governmental or other non-partisan publication evaluating the information theretofore used in determining the CPI shall be used for the computation set forth above.

In no event shall the adjustment calculation set forth above result in a base rent in a lesser amount than the prior year's base rent. Additionally, in no event shall the CPI base rent increase for any given year be greater than three percent (3%) over the prior year's base rental amount.

3.2 TIME OF THE ESSENCE: Lessee understands and accepts that all payments due under paragraph 3.1 above are made time of the essence.

3.3 COMPENSATION IN LIEU OF MUNICIPAL FEES: The parties recognize that because of the unusual nature of mobile homes that these homes are not real property but rather personal property. As such, the amounts due under paragraph 3.1 above shall be in lieu of any and all municipal taxes, charges, fees or assessments whatsoever which includes fees for municipal taxes, county taxes, school taxes, or any other fees, charges or taxes related to fire district, garbage/trash pick-up, library levies, or, any other related municipal service. The basis for excluding such taxes, charges, fees or assessments is due to the nature of the mobile home which is considered movable personal property and not permanent immovable real property. However, for clarification purposes, all occupants shall be responsible for the payment of their own water usage which is separately metered to each homesite within the Park and in no way shall the amounts payable under paragraph 3.1 be deemed or interpreted to include any amounts due for the occupants' water usage.

more who have...
To deal with pay for...
expenses now passed back to parents

ARTICLE IV

SERVICES PROVIDED BY LESSOR

4.1 MUNICIPAL SERVICES: Lessor shall be under no obligation to provide any snow removal or trash pick-up services within the Park and such services will be provided to occupants by Lessee at its sole cost and expense. Additionally, Lessee agrees to maintain the streets and roadways within the Park (subject to paragraph 4.2 below) and by entering into this Agreement Lessor is not making any representations respecting the in good repair and condition of the Park nor making any promise to repair, maintain or improve any

portion of the Park which includes, but is not limited to, any street or roadway or sewer or septic system which services the occupants of the Park (notwithstanding the provisions of paragraph 4.2 below).

4.2 CAPITAL IMPROVEMENTS: Lessor will, subject to the approval of the Council on Affordable Housing ("COAH") and/or any successor thereto, and following the execution of this Agreement, and as soon as practicable thereafter, perform and make the following capital improvements in the Park:

- a. Lessor shall mill Council Drive, Stonehedge Drive, as well as the cul-de-sac in the Park and also apply a top coat of asphalt to same. Lessor shall not be responsible for, nor required, to install curbing nor provide striping for said roadways. Once these repairs are made to these roadways within the Park the Lessee shall be responsible for the maintenance of same and it may not look to the Lessor, under any circumstances, for any responsibility, contribution, or assistance to maintain these roadways nor to make further repairs whatsoever.
- b. The Park currently contains four (4) septic drain fields or "leach fields" which currently operate as the Park's septic system. Lessor agrees, in the event the system is malfunctioning pursuant to N.J.A.C. 7:9A to rebuild or replace, as needed, the failing field or fields. Up until the time of any malfunction and/or following any rebuilding or replacement of same, Lessee shall assume the responsibility of maintaining any and all of these leach fields and it may not look to the Lessor under any circumstances to maintain same nor contribute to the cost of maintenance whatsoever.

The parties agree, recognize, and stipulate that Lessor shall not be obligated to expend any taxpayer dollars from the Lessor's general fund to make any repairs to roadways or rebuild/replace any leach field(s) as per the terms of this paragraph and instead it is the parties' intent that all such capital improvements to be performed under this paragraph shall be paid from Lessor's affordable housing trust fund, subject to the approval of COAH and/or any successor thereto.

ARTICLE V

LESSEE'S MAINTENANCE OF THE PARK

5.1 PARK OPERATOR: Lessee acknowledges that it is responsible for the operation and maintenance of the Park and as such Lessee agrees to make application to the Township Clerk of Marlboro for a license to operate a mobile home park in accordance with Chapter

235 of the Township's revised ordinances (specifically, see Ord. Sec. 235, Article II). Thereafter, on an annual basis, Lessee shall comply with the licensing requirements as set forth in Chapter 235, Article II. Moreover, Lessee is bound by and shall comply with all the requirements of Chapters 235, Article I, and 235, Article II of Marlboro Township's Revised Ordinances.

5.2 LESSEE'S RESPONSIBILITIES: Lessee shall have the duty, responsibility and obligation, at its sole cost and expense, to maintain the Park with the exception of any services which are specifically provided for as the Lessor's responsibility herein within this Agreement. Lessee's obligations include, but are not limited to, the maintenance, repair, and replacement of:

- a. streets and roadways, subject to paragraph 4.2;
- b. sewer and/or septic systems (to the extent that such systems are not maintained by any sewer authority or other entity providing such services), subject to paragraph 4.2;
- c. any common areas utilized by occupants including any clubhouse or recreational facilities;
- d. any utilities (to the extent that said utility is not the property or otherwise maintained by a public utility servicing the Park);
- e. landscaping for the Park;
- f. any fencing or walls which are common to the Park; and
- g. any other areas or property within the Park which is under the exclusive control and possession of the Lessee.

ARTICLE VI

LESSEE'S ABILITY TO CONSTRUCT OR INSTALL IMPROVEMENTS

6.1 IMPROVEMENTS: Lessee shall not make any structural or nonstructural alteration, improvement, or addition to any portion of the Park without the prior written approval or consent of Lessor. However, in no event shall Lessor's consent be construed to be a waiver of any obligation to seek any necessary approval(s) from the Marlboro Township Zoning or Planning Board or any other agency, department or commission of the Township of Marlboro. Any such alteration, improvement or addition, whether structural or not, shall be the sole property of Lessor at the termination of this Agreement.

For purposes of this paragraph, the term "structural or nonstructural alteration, improvement, or addition" shall mean any such structure or improvement where the cost of same exceeds \$300.00.

6.2 CONTRACTORS: Lessee agrees that in the event it is authorized by Lessor and/or the Marlboro Township Zoning and/or Planning Board and/or any other board, department or commission thereof to effectuate any construction of any structural or nonstructural alteration, improvement, or addition, that it shall engage the services of a licensed, bonded and insured contractor to make such structural or nonstructural alteration, improvement, or addition. Under no circumstances shall Lessee or the occupants of the Park effectuate any structural or nonstructural alteration, improvement, or addition on their own.

6.3 DISCHARGE OF LIENS BY LESSEE: Lessee agrees to pay promptly for any work performed or services rendered in or around the Park and Lessee agrees that it will not permit or suffer any lien of any kind to attach to the Park, and if such lien, judgment or encumbrance attaches to the Park then Lessee shall promptly cause any such lien, judgment or encumbrance to be immediately released. Within ten (10) days of the completion of any such work or services rendered within the Park Lessee shall provide Lessor with waivers of lien and paid receipts and invoices for all labor and materials utilized in the work/service. In the event Lessee contests any such claim, Lessee agrees to indemnify and secure Lessor to Lessor's reasonable satisfaction.

ARTICLE VII

LESSEE'S RULES AND REGULATIONS

7.1 RULES AND REGULATIONS: Lessee shall promulgate, publish and create reasonable "Community Standards" which shall be consistent with the terms, conditions and representations set forth in this Agreement and they shall apply to all occupants of the Park leasing pad spaces within the Park. Copies of same shall be provided to all occupants. Copies of same shall also be provided to the Marlboro Township Affordable Housing Agency. Additionally, all occupants shall be subject to the following rules and regulations which, pursuant to Section 4-68(D) of Marlboro Township's Revised Ordinances, shall be enforced by Lessor's code enforcement officer:

- a. All automobiles must be registered and in working order;
- b. Automobiles may only be parked in the occupant's parking spaces on their lot and no automobiles may be parked in any roadway or any other area within the Park;
- c. All pets and/or animals belonging to any occupant shall be confined to the occupant's lot for the protection of other occupants and if walked, then the pet

and/or animal must be on a leash;

- d. Any visitors to the Park or any occupant shall park on the perimeter of the cul-de-sac so as to not impede or block access for emergency vehicles;
- e. Occupants are permitted to perform reasonable and minor repairs to automobiles provided that it is performed within their own parking space(s) with the term "minor" repairs constituting repairs which can be performed in less than one day;
- f. No swimming pools, Jacuzzis or hot tubs are permitted in the Park;
- g. No campers or boats are permitted in the Park; and
- h. All homes in the Park must have industry approved skirting.

7.2 REQUIREMENT FOR INSURANCE: Lessee's rules and regulations shall further require that all occupants obtain, carry, maintain, and keep in full force and affect homeowners' insurance or equivalent type coverage.

7.3 ENFORCEMENT: Lessee represents and warrants that it shall enforce its "Community Standards" vis-à-vis the Park occupants and that Lessor shall have concurrent jurisdiction and power to do so as well if provided for by way of municipal ordinance.

ARTICLE VIII

OCCUPANTS

8.1 **RENTS AND APPLICABLE CHARGES TO OCCUPANTS:** As of the date of execution of this Agreement and thereafter, Lessee agrees to make application to the Marlboro Township Affordable Housing Agency prior to instituting any increase in service fees, rents, charges, assessments, or any other form of charge or fee to any occupant of the Park with the exception of any assessment which is necessary for the emergent care, repair or maintenance of the Park. (Lessee shall not implement any increase, assessment or additional charge against any occupant without the written authorization of the Marlboro Township Affordable Housing Agency.)

8.2 **LEGAL PROCEEDINGS:** Lessee shall provide written notice to Marlboro Township's Affordable Housing Agency upon the commencement of any legal or administrative action being brought against any occupant of the Park for any reason

whatsoever which includes, but is not limited to, any action to enforce Lessee's rules and regulations, any action to collect rent, or, any eviction action. Similarly, Lessee shall provide the Marlboro Township Affordable Housing Agency with notice of any legal action brought against it by any person or entity.

ARTICLE IX

COAH COMPLIANCE

9.1 INTENTION OF THE PARTIES: Lessee recognizes and understands that Lessor is a participating municipality before COAH and that Lessor, in conformance with New Jersey's Fair Housing Act (N.J.S.A. 52:27D-301 et seq.), the Uniform Housing Affordability Controls Act (N.J.A.C. 5:80-26.1 et seq.), and, the substantive and procedural regulations which are implemented from time to time by COAH (these regulations are currently codified at N.J.A.C. 5:96 et seq. and 5:97 et seq.), receives COAH/affordable housing credits for twenty-two (22) of the mobile homes within the Park under a judgment of compliance which was entered by the Superior Court on or about December 24, 1985, in a matter entitled Michael Kaplan v. Marlboro Township, Docket Number L-039596-84 (as consolidated). Lessee further acknowledges and understands that Lessor, on or about December 30, 2008, filed a petition for substantive certification with COAH. Lessee represents that neither it or its occupants will take any action or conduct themselves in any way which will interfere, impair or impede Lessor's ability to continue to claim these credits nor will Lessee or its occupants take any action or conduct itself/themselves in any way which will interfere, impair or impede any other application that Lessor will make to COAH under which Lessor will seeking COAH/affordable housing credits relating to the Park. Lessee agrees to deal in good faith and to cooperate in responding to requests from Lessor as to providing information or documentation which is related to Lessor's COAH obligations and/or Lessor's efforts to seek COAH/affordable housing credits for any home(s) within the Park. Lessee agrees that it is the intention of the parties that all mobile homes in the Park can only be occupied by income qualified households which are either very low, low, or moderate income qualified. Furthermore, no mobile homes within the Park may be rented without the express written permission of the Lessor.

9.2 COOPERATION: Lessee represents that neither it nor its representatives nor any of the occupants of the Park will take any action or conduct themselves in any so as to interfere, endanger or diminish any affordable housing/COAH credits that Lessor is receiving from COAH. Lessee agrees to cooperate with Lessor in fulfilling the intentions of this section (i.e., Article IX) which includes Lessee's agreement to cooperate and deal fairly and in good faith with any administrative agent retained by Lessor.

9.3 GROUND RESTRICTION: Lessor shall put in place and maintain restrictions (i.e., deed restrictions and/or restrictive covenants) on the real property which comprises the Park such that all mobile homes in the Park can and shall only be occupied by very low, low, or moderate income qualified families. All homes must be owner-occupied and not rented.

Q. **9.4 UNIT RESTRICTION:** Lessee shall provide Lessor with written proof that the certificates of title to each and every mobile home located within the Park are restricted such that no mobile home can be sold to a household which is not income qualified as either a very low, low, or moderate income household. This is a continuing obligation and Lessee's responsibility under this paragraph shall apply, continue and remain in full force and effect even if any mobile home in the Park is sold, gifted, transferred, devised, or bequest to another person, or it is confiscated or replaced during the term (including any extension thereof) of this Agreement and/or after execution of this Agreement. Lessee represents and warrants that all such restrictions will be consistent with COAH's regulations which are in effect at the time.

9.5 SALE OF UNIT: Lessor agrees to advise its occupants in writing of the name, address and phone number of Lessor's then administrative agent with instructions being given to all occupants that they must contact the Lessor's agent if any mobile home in the Park is for sale or, the owner wishes to otherwise transfer or abandon the home. All sales of any units by any occupant must be conducted upon notice to Lessor's administrative agent and under its guidance. This is a continuing obligation under this Agreement.

ARTICLE X

INSURANCE AND INDEMNITY

10. **10.1 LIABILITY INSURANCE:** Lessee shall, during the entire term of this Agreement, keep in full force and effect a policy of public liability and property damage insurance with respect to the Park with contractual liability endorsements of at least \$1,000,000.00 on account for bodily injury to or death of one person and or \$500,000.00 for injuries to more than one person, in any one accident or occurrence, and for loss or damage to the property of any person or persons for not less than \$500,000.00. The policy shall name the Lessor as an additional and covered insured along with Lessor's agents, officers, elected officials, representatives and employees and said policy shall contain a clause that the insurer will not cancel or change the insurance without first giving the Lessor fifteen (15) days' prior written notice. Upon request Lessor shall be entitled to a true copy of the certificate of insurance to ensure Lessee's compliance with this paragraph. The insurance

shall be provided by an insurance company licensed to do business in New Jersey with a certificate of insurance to be delivered to Lessor upon execution of this Agreement. Updates shall be delivered to Lessor at such time or times as may reasonably be necessary to confirm that such insurance coverage remains in effect throughout the term of this Agreement.

10.2 INDEMNIFICATION OF LESSOR: Neither Lessor nor its servants, agents, employees, elected officials, or representatives shall be liable for any claims for bodily injury or property damage for any action or conduct on the part of Lessee, its agents or representatives, which have been caused as a result of reckless or willful acts on the part of Lessee or its agents or representatives.

ARTICLE XI

ASSIGNMENT OR SUBLETTING

11.1 NO ASSIGNMENT: The terms of this Agreement are unique to the relationship between the parties hereunder and unless expressly authorized in a writing by the Marlboro Township Governing Body, Lessee shall have no right, entitlement or expectation to assign the terms of this Agreement.

11.2 NO SUBLETTING: The terms of this Agreement are unique to the relationship between the parties hereunder and unless expressly authorized in a writing by the Marlboro Township Town Council Lessee shall have no right, entitlement or expectation to sublet any portion whatsoever of the Park to any person or entity for any reason. For purposes of this paragraph the creation and any execution of any lease agreement with any occupant of the Park shall not constitute a subletting in violation of the terms of this paragraph.

ARTICLE XII

WASTE AND GOVERNMENTAL REGULATIONS

12.1 WASTE OR NUISANCE: Neither Lessee nor its occupants shall commit or suffer to be committed any waste within the Park or any nuisance or other act or thing which may disturb the quiet enjoyment of any surrounding resident of the Township of Marlboro who does not reside in the Park, or, any other person(s) who resides adjacent to the boundaries of the Park.

12.2 GOVERNMENTAL REGULATIONS AND GENERAL CONDITIONS: (a) Lessee shall, at Lessee's sole cost and expense, promptly comply with all federal, state, county or

municipal laws, ordinances, orders, judicial decisions, and regulations affecting the Park whether said law, ordinance, order, judicial decision or regulation is in effect at the time that this Agreement is executed or whether it comes into effect at any time thereafter. Without limiting the generality of the foregoing, Lessee agrees, at its sole cost and expense, to cause the Park and/or Lessee's activities and operations in or about the Park to be in compliance with the following laws:

- a. Americans With Disabilities Act (42 U.S.C. §§ 12101 et seq.);
- b. New Jersey's Law Against Discrimination (as codified in Title 10 to the New Jersey Revised Statutes);
- c. All land use regulations, ordinances or codes promulgated by Marlboro Township and contained in Marlboro Township's Revised Ordinances;
- d. N.J.S.A. 2A:18-61.3a (for sale regulations for mobile homes);
- e. N.J.S.A. 2A:18-72 et seq. (abandoned property);
- f. N.J.S.A. 2A:18-61.1 et seq. (New Jersey's Anti-Eviction Act);
- g. Title 39 to the New Jersey Revised Statutes (dealing with motor vehicles);
- h. N.J.S.A. 46:8C-2 et seq. (regulating relationship between landlord and tenant in a mobile home park); and
- i. the Uniform Housing Affordability Controls regulations (codified at N.J.A.C. 5:80-26.1 et seq.).

(b) Lessee also agrees to comply with the recommendations of any insurance company, inspection bureau or similar agency with respect to the Park. *Should come from Trust Fund*

(c) Lessee agrees not to do the following: (1) permit any unlawful practice to be carried on or committed in or about the Park; (2) make any use of or allow the Park to be used for any purpose that might invalidate or increase the rate of insurance thereof; (3) keep or use or permit to be kept or used within the Park any inflammable fluids, explosives, toxic substances, or hazardous materials without the written permission of the Lessor first had and obtained; (4) use the Park for any purpose whatsoever which might create a nuisance; or (5) deface or injure the Park.

12.3 ENVIRONMENTAL COMPLIANCE: Lessee agrees to comply with any applicable federal, state, or municipal environmental law or regulation which includes, but is not limited to, the New Jersey Industrial Site Recovery Act (N.J.S.A. 13:1k-6 et seq.) or "ISRA." Furthermore, the Lessee shall not generate, store, manufacture, refine, transport, treat, dispose of, or otherwise (permit to be present within the Park) any hazardous substances as defined under ISRA, or the Comprehensive Environmental Responsibility Compensation and Liability Act, as amended (42 U.S.C. §§ 9601, et seq.), or the New Jersey Spill Compensation and Control Act, as amended (N.J.S.A. 58:10-23.11b et seq.),

including any regulations or rules promulgated under any of the foregoing laws. Lessee specifically agrees to hold the Lessor and its servants, agents, employees, elected officials, and representatives harmless and indemnify it for any damages, costs, or attorney's fees incurred by the Lessor under this paragraph for the Lessee's failure to comply hereunder.

12.4 MUNICIPAL REGULATORY AGENCY: Lessee understands that the Township of Marlboro is entering into this Agreement in its capacity as a landowner with a proprietary interest in the real property which is located at Lot 43, Block 147, and not as a municipal regulatory agency with certain police powers. Accordingly, Lessor's legal status as a municipality shall in no way limit the obligation of Lessee to obtain any required approval or permit from any municipal department, agency, or board of the Township of Marlboro including, but not limited to, Marlboro Township's Municipal Housing Liaison and Marlboro Township's Administrative Agent.

ARTICLE XIII

CASUALTY

13.1 NOTICE OF DAMAGE: If there is any damage to or destruction of the Park or any mobile home or structure or improvement therein by fire or casualty, Lessee shall promptly give notice thereof to Lessor, describing the nature and extent of such damage.

13.2 OBLIGATION TO REBUILD: If the Park or any portion thereof is damaged and rendered untenantable Lessor shall not in any way be obligated to rebuild that portion or portions which have been damaged which includes any mobile home or mobile home pad space within the Park.

ARTICLE XIV

LESSEE'S REPRESENTATIONS

14.0 RELIANCE: Lessee recognizes, understands and acknowledges that the Lessor has only entered into this Agreement because of certain representations and assurances made by the Lessee. These representations are contained in this Article. Lessee also recognizes, understands and acknowledges that Lessor has relied on these representations in entering into this Agreement and that if any of representations are not true or were made in a willfully false manner, that this would constitute a material breach of this Agreement.

14.1 GOOD STANDING: Lessee represents that it is a valid and legally existing not for profit corporation organized under the laws of the State of New Jersey and that it is in

good standing and that its corporate charter is not revoked or suspended at the present time. Lessee further represents that it shall maintain and perpetuate the viability of its not for profit status and Lessee shall not engage in any conduct or activity which shall endanger its not for profit status.

14.2 NO DISSOLUTION: Lessee shall not take any action whatsoever to dissolve the corporation without providing reasonable notice to Lessor and Lessee shall immediately notify Lessor upon any petition, action, or proceeding being brought, filed, or served where the purpose of same is to dissolve Lessee.

14.3 NO TENANCIES: Lessee represents that all the mobile homes existing in the Park are owned by their occupants and that no mobile homes are rented or leased by their respective owners.

ARTICLE XV

DEFAULT OF LESSEE

15.1 RIGHTS OF LESSOR: In the event of any failure of Lessee to pay any compensation, charge or fee due hereunder within ten (10) days after the same shall be due, or any failure to perform any other of the terms, conditions or covenants of this Agreement, then Lessor, besides other rights or remedies it may have, shall have the following described remedies:

(a) Lessor shall have the right—but not obligation—of reentry to the Park within twenty (20) days after written notice;

we find 2/28/00
(b) Lessor may terminate this Agreement in which event it may recover from Lessee all damages it may incur by reason of such breach, including the cost of recovering possession of the Park, and reasonable attorney's fees and costs incurred as a result of such default;

(c) Because of the unique relationship of the parties and the inadequacy of monetary damages and the causing of irreparable harm to the Lessor, the parties stipulate and agree that the Lessor shall be entitled to injunctive as well as equitable relief if such relief is sought following a default of this Agreement by Lessee.

15.2 CUMULATIVE REMEDIES: All rights and remedies of Lessor herein created or otherwise existing at law, are cumulative and the exercising of one or more rights or

remedies shall not be taken to exclude or waive the right to exercise any other such remedy.

ARTICLE XVI

ACCESS BY LESSOR

16.1 ACCESS: Lessee agrees to provide Lessor, its agents, servants, representatives, and employees, access, ingress, and egress to the Park. Lessee shall ensure that no impediments, impairments, obstacles, barriers or other obstructions be placed or erected within the Park such that Lessor or its agents, servants, representatives or employees are denied access to the Park. In the case of an emergency, Lessor, its agents, servants, representatives, and employees, shall have immediate access, ingress, and egress to the Park.

ARTICLE XVII

OPTION TO EXTEND TERM

17.1 OPTION PERIODS: Lessee shall have the ability to extend the terms of this Agreement for two (2) five (5) year periods. The option periods shall be:

Option Period 1 October 1, 2040-September 30, 2045
Option Period 2 October 1, 2045-September 30, 2050

17.2 TERMS DURING OPTION PERIOD 1: The parties agree that the terms of this Agreement shall remain in full force and affect during this option period with the exception of the compensation due Lessor under § 3.1 which shall become the following upon Lessee's exercising of this option: The monthly base rent shall continue to be calculated as per the CPI formula set forth under § 3.1 during this option period.

17.3 TERMS DURING OPTION PERIOD 2: The parties agree that the terms of this Agreement shall remain in full force and affect during this option period with the exception of the compensation due Lessor under § 3.1 which shall become the following upon Lessee's exercising of this option: The monthly base rent shall continue to be calculated as per the CPI formula set forth under § 3.1 during this option period.

17.4 EXERCISING OF OPTION PERIODS 1 AND/OR 2: In order for Lessee to exercise its options under either Option Period 1 or Option Period 2 Lessee must deliver a writing to Lessor advising Lessor of its intentions to exercise the particular option period(s). Such

notice shall not be effective until it is received by Lessor at the office of the Township Clerk.

ARTICLE XVIII

MISCELLANEOUS

18.1 NO JOINT VENTURE OR PARTNERSHIP: The parties agree that neither the execution of this Agreement nor the relationship of the parties hereunder constitutes a joint venture, partnership, shared service, collaboration or any other joint effort.

18.2 WAIVER: The waiver by either party of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition herein contained. The subsequent acceptance of compensation hereunder by Lessor shall not be deemed to be a waiver of any preceding breach by Lessee of any term, covenant or condition of this Agreement regardless of Lessor's knowledge of such preceding breach at the time of acceptance of such compensation. No covenant, term or condition of this Agreement which is/are for the benefit of either party shall be deemed to have been waived by such party, unless such waiver be in writing.

18.3 NOTICES: Any notice, demand, request or other instrument which may be or is required to be given under this Agreement shall be delivered in person or sent by United States Certified Mail postage prepaid or, said notice may be sent via facsimile transmission to either party with a copy to the following persons:

As to Lessor: Alida Manco, Municipal Clerk
Township of Marlboro
1979 Township Drive
Freehold, New Jersey 07728

As to Lessee: Elias Abilheira, Esq.
Abilheira & Associates, P.C.
34 Main Street
Freehold, New Jersey 07728

18.4 GOVERNING LAW/VENUE: The laws of the State of New Jersey shall govern the validity, performance and enforcement of this Lease. Furthermore, the parties agree to litigate any disputes arising under this lease in the Superior Court of New Jersey, County of Monmouth.

18.5 RECORDATION: This Agreement shall not be recorded.

18.6 ESTOPPEL CERTIFICATE: Lessee agrees that from time to time, upon not less than ten (10) days' prior written notice from Lessor, to execute, acknowledge and deliver to Lessor a statement in writing certifying that this Agreement is unmodified and in full force and effect (or if there have been any modifications that the Agreement is in full force and effect as modified and stating the modifications) and the dates to which all compensation has been paid, and stating whether Lessee is in default in keeping, observing, or performing any term, covenant, agreement, provision, condition or limitation contained in this Agreement and if in default, certifying each such default.

18.7 EXECUTION OF LEASE: The submission of an unsigned copy of this Agreement to Lessee for Lessee's consideration shall not constitute an offer which can be accepted and will accordingly become binding upon the sole execution of Lessee. This Agreement shall only become effective and binding upon the execution and delivery of this Agreement by both Lessee and Lessor.

18.8 INDEPENDENT COUNSEL AND REVIEW: Both parties have been represented by legal counsel of their own choosing with the Township of Marlboro being represented by Kenneth W. Biedzynski, as Affordable Housing Special Counsel and the interests of Lessee have been represented by Elias Abilheira, Esq. Neither counsel has advised the other party and each party has relied upon the advice of their own legal counsel. Furthermore, both parties represent that they have had sufficient time to have reviewed this Agreement and to have discussed it with their respective organization or governmental body.

18.9 RATIFICATION/APPROVAL BY OCCUPANTS: Lessee represents that it has the authority to enter into this Agreement and that it acknowledges that Lessor shall specifically rely upon the authority of Lessee regarding this representation.

18.10 MODIFICATION/AMENDMENT: (a) This Agreement may only be amended by a writing which has been signed by both parties. No oral representations whatsoever, regardless of the speaker or the forum where made, shall constitute a modification or amendment of this Agreement.

(b) The parties agree, understand, and acknowledge that due to the uncertainty of the current state of the laws, rules, and regulations as to affordable housing in New Jersey that circumstances may require modification or amendment of this Agreement due to new or amended laws, rules or regulations, and as such, the Lessor is given the sole and exclusive

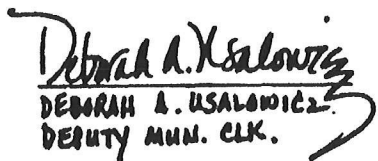
discretion to amend this Agreement upon a change to such laws which includes, but is not limited to, the Fair Housing Act, regulations of the Council On Affordable Housing, or the creation of new laws, rules and regulations which replace, supercede, or amend either the Fair Housing Act or COAH's regulations. Notwithstanding the foregoing, this Agreement shall survive any legislation which seeks to abolish COAH and the abolishment of COAH shall not serve as a ground to void this Agreement.

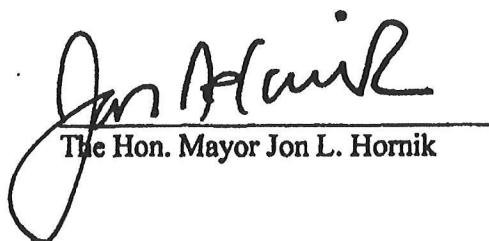
18.11 CONFLICT: Both parties intend that upon the execution of this Agreement that it will in every manner, event, facet, term, condition, covenant, promise and representation supercede the terms, conditions, covenants and promises of the February 1, 1985, lease agreement and that the February 1, 1985, lease shall, upon execution of this Agreement, become null and void.

IN WITNESS THEREOF, the parties hereto affix their signature:

WITNESS

AS TO LESSOR:

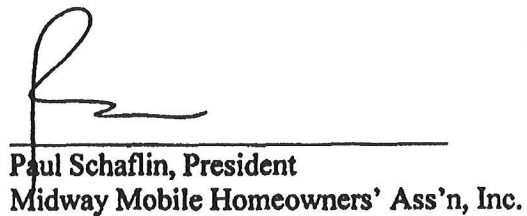

DEBORAH A. USALOWICZ
DEPUTY MUN. CLK.


The Hon. Mayor Jon L. Hornik

WITNESS

AS TO LESSEE:


Paul Schafin


Paul Schafin, President
Midway Mobile Homeowners' Ass'n, Inc.

Appendix Q:
Low and Moderate Income Split Table

Marlboro Township Prior Round Obligation							
Project	Number of Units	Low	Mod	Very Low	1 Bedroom	2 Bedroom	3 bedroom
Buckdale	9	5	4	1	1	6	2
Camelot (Entron)	50	25	25	0	10	25	15
Camelot II/West (Bluh & Batelli)	50	25	25	7	10	30	10
Northpointe/OHAD	63	32	31	8	12	38	13
El at Marlboro 79 (Lennar)	56	27	27	8	11	33	12
Weitz 9A/9B (Pallu/Ashbel)	102	51	51	14	20	61	21
Kaplan - Glenbrook	80	23	57	0	0	80	0
Hamilton Mobile Home Park*	25	3	6	TBD	TBD	5	4
Pointe De Jardin**	101	28	70	0	0	84	14
Sunrise Assisted Living***	6	6	0	6	6	0	0
FSP/Solana Assisted Living***	9	9	0	9	9	0	0
Renaissance/Sunset Park***	14	14	0	14	14	0	0
Advancing Opportunities Group Home - 7 Newton	3	3	0	3	3	0	0
Advancing Opportunities Group Home - 8 Center	3	3	0	3	3	0	0
New Horizons in Autism (6 Spencer Circle)	4	4	0	4	4	0	0
Easter Seals Taylor (28 Taylor Road)	4	4	0	4	4	0	0
Easter Seals Vassar (20 Vassar Place)	3	3	0	3	3	0	0
Easter Seals Stratford (277 Stratford Place)	3	3	0	3	3	0	0
EIHAB Human Services (477 Union Hill Road)	5	5	0	5	5	0	0
Morganville Group Home (7 West Court)	3	3	0	3	3	0	0
EIHAB Human Services (1 Eaton Court)	4	4	0	4	4	0	0
Center for Family Support (2 East Frances Ave)	3	3	0	3	3	0	0
Renaissance Health Network (192 Route 79 North)	10	10	0	10	10	0	0
NJID / CARE (5 Wabash Road)	4	4	0	4	4	0	0
New Hope/Discovery	60	60	0	60	60	0	0
Mattie House	5	5	0	5	5	0	0
Mattie House Expansion	8	8	0	8	8	0	0
Marlboro Township Third Round Obligation							
Marlboro Motor Lodge	91	47	44	13	81	10	0
M&M	40	20	20	6	8	24	8
Bathgate / MDG Marlboro Green	20	10	10	2	4	12	4
Wildflower	153	76	77	23	9	95	49
Wildflower II	103	52	51	13	7	64	32
Scattered Site Redevelopment	160	80	80	21	32	96	32
Group Home Program	50	50	0	50	50	0	0
State Hospital Group Home	6	6	0	6	6	0	0
Hamilton Park (Extension of Controls)*	25	3	6	TBD	TBD	5	4
Pointe De Jardin (Extension of Controls)**	100	28	70	0	0	84	14
Total	1435	742	654	323	412	752	234
Constructed Developments - Bedroom Allocation***							
Project	Number of Units	Low	Mod	Very Low			
Hamilton Mobile Home Park	25	3*	6*	TBD*			
-	1 Bedroom	-	-	-			
-	2 Bedroom	2*	3*	-			
-	3 bedroom	1*	3*	-			
Pointe De Jardin	101	28**	70**	0			
-	1 Bedroom	0	0	0			
-	2 Bedroom	23	61	0			
-	3 bedroom	5	9	0			
Camelot (Entron)	50	25	25	0			
-	1 Bedroom	5	5	0			
-	2 Bedroom	12	13	0			
-	3 bedroom	8	7	0			
Kaplan - Glenbrook	80	23	57	0			
-	1 Bedroom	0	0	0			
-	2 Bedroom	23	57	0			
-	3 bedroom	0	0	0			

* Available records are incomplete.

** Available records are incomplete and do not provide information for 2 of the units.

*** As group homes are typically all low or very low-income and credited differently (by bedroom), and as assisted living facilities are credited by Medicaid bed, respectively, these types of units have not been analyzed in the table above; however, additional information can be provided if required.

Appendix R:
Crediting Documentation for Projects

**COAH MEDIATION REPORT
MARLBORO TOWNSHIP/MONMOUTH COUNTY
REGION # 4**

Prepared by: Melissa J. Orsen, Esq.
October 21, 2005

I. BACKGROUND

Marlboro Township has a cumulative 1987-1999 precredited need of 1,056 units, consisting of 1,019 new construction units and 37 rehabilitation units. Marlboro was sued for exclusionary zoning in 1983. On December 24, 1985, the Honorable Eugene Serpentelli, J.S.C. issued a consent order for final judgment (consent order), which was amended on June 5, 1990 and March 5, 1993 and extended by court order on January 17, 1995. The consent order set Marlboro Township's 1985-1991 fair share obligation at 680 units. The Township proposed to address its obligation through new construction of 603 units, future rehabilitation of 29 units, credit for 26 units rehabilitated under the auspices of the Monmouth County Community Development Block Grant program and credit for 22 affordable units in a mobile home placed into occupancy after April 1980.

For a detailed summary of Marlboro Township's history with COAH, please see the attached pertinent portions of the Pre-Mediation Report Requesting Additional Information. Most recently, Marlboro Township re-petitioned COAH with a second amendment to its Housing Element and Fair Share Plan on July 27, 2004, as a result of a directive issued by COAH on October 1, 2003 that required the Township to amend its Housing Element and Fair Share Plan by July 31, 2004. The Township published notice in *The Asbury Park Press* on July 29, 2004, beginning a 45-day objector period. That objection period concluded on September 13, 2004. There were seven objections to the plan.

II. HOUSING ELEMENT/FAIR SHARE PLAN

In its July 27, 2004 re-petition, the Township has requested 685 credits and reductions, 22 prior cycle credits for affordable units in a mobile home park, 101 credits at Pointe de Jardine, 80 credits at the Kaplan site (age-restricted units), 50 credits at the Spalliero site (Trailer Park District), credits for 183 regional contribution agreements (RCAs), a reduction for 189 future RCA units (resulting from a zoning change on three inclusionary sites that were included in the 1985 consent order that have been modified to require payments in lieu of constructing the affordable units to fund RCAs), 19 credits for 19 bedrooms in two group homes, 19 rental bonuses and 22 credits for rehabilitation activity.

Pursuant to N.J.A.C. 5:95-15.1(a), Marlboro is not eligible to receive second round substantive certification. To remain under COAH's jurisdiction, Marlboro submitted a resolution from the governing body on February 16, 2005 that commits to file or petition for third round substantive certification addressing its 1987-2014 affordable housing obligation by December 20, 2005. N.J.A.C. 5:95-15.1(b).

III. MEDIATION

A total of seven objections were received within the 45-day objection period. Objections were required to be submitted in conformance with N.J.A.C. 5:91-4. Participants who submitted objections that failed to meet the requirements set forth in COAH's regulations were advised that the objections would not be discussed in mediation. However, any objections that raised substantive issues with respect to Marlboro's Housing Element and Fair Share Plan were reviewed by a COAH planner. Mediation commenced on December 21, 2004 and the final in-person session was held on April 21, 2005. Several caucus sessions were held in-between with both Marlboro Township and separate objectors.

In attendance at the meetings on behalf of Marlboro were Andrew Bayer, Esq., Jennifer Beahm, P.P., Judy Tiernan, Township Administrator and Gerald Bergh, Councilman. On behalf of Entron were Ronald Blumstein, Esq., Jason Kaplan, Michael Kaplan, Charles Tint and George Tyler, Esq. The following objectors attended the

mediation sessions on behalf of Marlboro Citizens for Smart Growth: Michelle Donato, Esq., Raymond Plaza, John Turi, Anthony Alfano, and John Crow. On behalf of Bluh and Batelli were Jeffrey Kantowitz, Esq., and Matthew Cavaliere, Esq. On behalf of Monmouth Housing Alliance was Donna Rose. On behalf of Sunny Acres, LLC were Wayne Peck, Esq., Shirley Bishop, P.P., and Terry Sherman. On behalf of OHAD Associates were Thomas McCloskey, Esq., Creigh Rahenkamp and Michael Weitz. The final objector in attendance at mediation was Paul Schlaflin.

IV. OBJECTIONS/RESPONSES

Angela Juffey

Angela Juffey, a citizen of Marlboro Township, submitted comments in opposition to Marlboro's proposed Housing Element and Fair Share Plan (Plan) concerning the Entron site. Ms. Juffey did not participate in mediation:

Objection:

The Entron component of Marlboro's Plan, consisting of 365 affordable housing units and a 20,000 square foot retail commercial strip on 18 acres, greatly exceeds the average density in Marlboro and significantly deviates from the existing surrounding communities.

Response:

Marlboro Township maintains that the density is appropriate and disputes the claim that the proposed Entron site is not in conformance with the Township's land use patterns. Notwithstanding, in an attempt to address objections from mediation participants, Marlboro decreased the density on the Entron site from 20.8 to 16.34, reducing the overall number of units by 71. Jurisdiction over zoning lies with the Municipal Land Use Law and not with COAH.

It should also be noted that COAH does not dictate to a municipality the appropriate density of an inclusionary development. COAH provides minimum standards which are set forth in N.J.A.C. 5:93-5.6 and prior to granting substantive certification requires that the municipality meet the requirements therein.

Objection:

Ms. Juffey maintains that the Entron site is a confirmed brownfield site and should not be used to address Marlboro's affordable housing obligation.

Response:

Marlboro submits that it supports exploring whether redevelopment is appropriate provided that it meets applicable state and federal requirements. Moreover, Marlboro advised that brownfield sites all over the State of New Jersey are being redeveloped to address both commercial and residential needs for a municipality.

Objection:

Ms. Juffey submits that the location of the Entron site, Beacon Hill Road, has historical significance and construction would require removal of a historic Marlboro building.

Response:

Marlboro disputes the assertion that the Entron site is of historic significance. No evidence to support this claim has been submitted to COAH for review.

Objection:

Ms. Juffey maintains that Beacon Hill Road is a source of flooding problems in Marlboro and creates treacherous driving conditions in inclement weather. She further maintains that increasing traffic through the Entron property will exacerbate the dangerous conditions. Ms. Juffey also questions whether the schools, water storage tower and roadways can accommodate such a large number of people.

Response:

The issue of flooding, impact on the schools and whether the roadways can accommodate the tenants who would reside on the subject site is outside the scope of this mediation and accordingly should be directed to the Marlboro Township Planning Board.

Participants that raised similar objections were advised as such at the mediation sessions. With respect to water tower capacity, Marlboro has provided sufficient information to COAH staff that there is an adequate supply of water to accommodate the residents of Marlboro Township with the inclusion of the Entron site.

Monmouth Housing Alliance (MHA)

Objection:

MHA submitted comments in opposition to Marlboro's Plan but did not raise specific objections with respect to the sites in the Plan. MHA instead sought to have its proposal to construct 37 rental units on 18 acres of vacant land provided to MHA by the State of New Jersey included in the Plan.

Response:

Marlboro rejected MHA's proposal because neither Marlboro Township nor MHA own or have site control over the site in question. Marlboro instead recommended that MHA address the Planning Board with a proposal.

Sunny Acres, LLC

Wayne Peck, Esq., and Shirley M. Bishop, P.P., on behalf of Sunny Acres, LLC submitted comments in opposition to Marlboro's Plan.

Objection:

Sunny Acres objects to the inclusion of Site 2 (Spalliero), a 100-unit mobile home park on Texas Road that was rezoned as Mobile Home Park District II (MHD-II) as a result of a March 5, 1993 consent order. Specifically, Sunny Acres maintains that pursuant to Marlboro's bulk standards for the MHD-II zone and accounting for wetlands, the site can only accommodate 21 mobile homes according to the Plan. Of these, only 11 or 50 percent would be affordable, which are fewer than the proposed 50 affordable units.

Response:

Marlboro Township maintains that its original proposal for Block 147 may accommodate the 100 additional mobile homes on the subject property. Notwithstanding, in response to COAH's Report Requesting Additional Information, the Township has indicated that it will explore conveying Block 147 Lot 6, consisting of 6.55 acres to the developer of the mobile home park. Accordingly, the Township will propose 50 affordable units at Block 147 Lots 5 & 6, consisting of 19.33 acres, of which 13.83 is developable, in its petition for the third round 1987-2014 affordable housing obligation. The Township maintains that in its third round petition for substantive certification, it will propose to zone the site at a net density of 7.23 units per acre. Further, in response to the COAH Pre-Mediation Report Requesting Additional Information, Marlboro has adopted an ordinance reducing the minimum lot area to accommodate this proposal.

Objection:

Sunny Acres expressed concern over the proposed overlay zone, which would allow development with a 20 percent affordable housing set-aside. Sunny Acres also notes that it is their belief that no mobile home units have been built since 1989, and therefore this type of housing does not provide a realistic opportunity.

Response:

Marlboro submits that it has not proposed an overlay zone. Accordingly, this comment is moot.

Objection:

Marlboro is requesting credit for a four-bedroom group home known as New Horizons and for a 15-bedroom halfway house known as Mattie House. Sunny Acres disputes that this site meets COAH rules.

Response:

COAH staff has determined that Marlboro was unable to demonstrate that Mattie House was not a “low-intensity” unit. Accordingly, COAH staff will not recommend for Marlboro to receive COAH credit for Mattie House. Marlboro has been advised of this fact and accordingly, the shortfall will be addressed through the OHAD development which will be included in its third round petition for substantive certification. Marlboro contends that it will meet COAH requirements for the proposed units in its petition for third round substantive certification.

Objection:

Sunny Acres submits that Marlboro’s proposed Plan fails to comply with its rental obligation and is inconsistent with the COAH Premediation Report Requesting Additional Information, dated March 18, 1999.

Response:

Marlboro maintains that it will address its entire rental obligation in its third round petition for substantive certification through development by OHAD, Kaplan and Bluh and Batelli. Marlboro further submits that its rental component of the Plan will comport with COAH’s second and third round regulations.

Objection:

Sunny Acres maintains that the Entron site is inconsistent with N.J.A.C. 5:93-4.2(f), in that it proposes a 32.8 percent set-aside and it believes that COAH rules allow for a maximum of 20 percent set-aside.

Response:

COAH’s rules do not provide for a maximum set-aside.

Objection:

Sunny Acres maintains that the economic viability of this site is questionable given the extent of environmental clean-up to residential standards. Sunny Acres provided a schedule as an estimated timeline for Marlboro to follow, with the best possible solution

being five years before the site is ready for residential development. Sunny Acres objects that the Plan does not provide the Planning Area or any information on public water and sewer, the providers of same or whether the site is in an approved wastewater management plan. Based on the above, Sunny Acres maintains that the Entron site does not present a realistic opportunity for affordable housing.

Response:

The information concerning public water and sewer was provided to COAH and the service list on March 4, 2005. Marlboro rejects Sunny Acres' proposed time schedule but maintains that when the Township petitions for the third round, the Township will fully comply with all requirements. COAH will monitor Marlboro for compliance.

OHAD Associates, LLC (OHAD)

OHAD is the owner of a 47.8-acre property known as Block 142, Lot 1.02 on the Marlboro Township tax maps. Thomas McCloskey, Esq., on behalf of OHAD submitted comments in opposition to Marlboro's Plan, however, Marlboro reached an agreement with OHAD whereby OHAD will construct 71 affordable housing rental units on site and pay for a 14-unit RCA to Trenton. OHAD also agreed to construct 370 total units. In addition, to address anticipated concerns from the neighboring community, OHAD agreed to eliminate one building of 24 units and recapture 12 of the lost 24 units on another building. Accordingly, OHAD anticipates withdrawing its objection. The agreement will be forwarded to COAH upon execution.

Bluh and Batelli

Alfred Bluh and Joseph Batelli (Bluh and Batelli) own property in Marlboro Township located just south of the intersection of Tennent Road and Route 79 and identified as Block 150, Lots 2, 3, 4, and 9 and Block 151, Lot 4 (about 54 acres) and as Block 148, Lot 31 and Block 149, Lot 16 (about 22 acres) on the Marlboro tax maps. Jeffrey Kantowitz, Esq., and Creigh Rahenkamp, P.P., on behalf of Bluh and Batelli,

submitted comments in opposition to Marlboro's Plan. Matthew Cavaliere, Esq., also representing Bluh & Batelli, participated in mediation.

Bluh and Batelli submitted substantive objections to Marlboro's Plan in addition to its procedural argument that their Property had been zoned for inclusionary development to help satisfy Marlboro's first round affordable housing obligation. Bluh and Batelli submit that Marlboro is in violation of a 1998 Consent Order adopting and enforcing an April 1998 Agreement. As such, Marlboro is in violation of N.J.A.C. 5:93-5.13, which bars the deletion of an inclusionary site included as a result of mediation or court settlement, without the property owner's agreement. Notwithstanding, despite ongoing litigation, Marlboro has removed the inclusionary zoning for the Bluh and Batelli site. Bluh/Batelli maintain that its site is suitable for development and despite the ongoing litigation, there is considerable flexibility with respect to the design, product, type and density of development for the Bluh and Batelli Property.

Marlboro is aware that COAH's rules at N.J.A.C. 5:93-5.13(b) provide that "sites zoned for inclusionary development in addressing the 1987-1993 housing obligation shall retain such zoning in the petition addressing a 1987-1999 fair share obligation if the site was subject to an agreement pursuant to the Council's mediation process or part of a negotiated settlement in court." In this regard, COAH advised Marlboro that it is required by COAH's regulations to include Bluh and Batelli in its third round Plan or the Township will not receive substantive certification. Aware of this fact, Marlboro negotiated with Bluh and Batelli, and entered into a tentative settlement that will be forwarded to COAH upon execution. Specifically, Bluh and Batelli will construct 200 market-rate age-restricted units and 50 family low and moderate income rental units. Bluh and Batelli will also fund a 65 unit Regional Contribution Agreement.

Paul Schlaflin

Paul J. Schlaflin, a citizen of Marlboro Township, submitted comments in opposition to Marlboro's Housing Element and Fair Share Plan:

Objection:

Mr. Schlaflin objects to the high density being proposed at the Entron site.

Response:

Marlboro Township maintains that the density is appropriate and disputes the claim that the proposed Entron site is not in conformance with the Township's land use patterns. Notwithstanding, in an attempt to address objections from mediation participants, Marlboro decreased the density on the Entron site from 20.8 to 16.34, reducing the overall number of units by 71. Jurisdiction over zoning lies with the Municipal Land Use Law and not with COAH.

It is also should be noted that COAH does not dictate to a municipality the appropriate density of an inclusionary development. COAH provides minimum standards which are set forth in N.J.A.C. 5:93-5.6 and prior to granting substantive certification requires that the municipality meets the requirements therein. Marlboro met this requirement.

Objection:

Mr. Schlaflin maintains that the Entron site is contaminated and there is no basis for the estimated cost of remediation. Mr. Schlaflin further provides that Marlboro should have entered into a contract with Kaplan binding Kaplan to exhaust unlimited funds to clean this site to residential standards. Mr. Schlaflin submits that this site is not realistic and is not in the best interest of Marlboro Township.

Response:

Marlboro submits that COAH's regulations do not require municipalities to enter into such contracts, however, Marlboro recognizes that the site must be cleaned in conformance with applicable state and federal regulations. Furthermore, the Township submitted documentation to COAH, which Marlboro maintains demonstrates that the site does create a realistic opportunity for affordable housing.

Objection:

Mr. Schlaflin submits that the density on the Weitz property is inappropriate for Marlboro. Mr. Schlaflin maintains that the planning board members were only made aware of the number of units and location and were advised that the details were not important. Further, similar to Mr. Schlaflin's comments concerning the Entron site, he asserts that the planning board members were advised by the Township that they were not committing themselves to zoning changes to accommodate affordable housing.

Response:

Marlboro denies that the planning board members were not fully advised of all the details surrounding the Weitz property prior to casting a vote. Marlboro further submits that the record before the planning board reflects a comprehensive colloquy between the members of the planning board, the planning board counsel and members of the public. Notwithstanding, Marlboro disputes that this issue is properly argued before COAH.

Objection:

Mr. Schlaflin submits the following proposal for two different types of affordable housing for Marlboro. First he suggests creation of a mobile home park, which would address the needs of low-income households. Second, to accommodate moderate-income households, Mr. Schlaflin suggests that Marlboro locate willing landowners with scattered ¼ acre lots and develop them with two story, 3 bedroom houses.

Response:

Marlboro Township rejects Mr. Schlaflin's proposal and instead submits that it will re-petition to address its cumulative 1987-2014 affordable housing obligation.

Marlboro Citizens for Smart Growth (Marlboro Citizens)

Michele Donato, Esq., on behalf of Marlboro Citizens for Smart Growth submitted comments to Marlboro's Plan concerning the Entron property.

Objection:

Marlboro Citizens does not believe that the Entron site presents a realistic opportunity for the construction of low- and moderate-income housing. Specifically, Marlboro Citizens maintains that the previous planning studies by Marlboro reveal that the Entron site can only accommodate a maximum of eight dwelling units per acre, far below what Marlboro has proposed.

Response:

Marlboro Township disputes the assertion that the Entron site can only accommodate eight dwelling units per acre and maintains that it attempted to negotiate the density with Marlboro Citizens, to no avail.

Objection:

Marlboro Citizens submit that Marlboro has failed to provide COAH with the relevant information with respect to site suitability pursuant to COAH rules. Marlboro Citizens maintain that COAH must require the Entron site to be subject to further factual study and analysis.

Response:

Marlboro Township maintains that it has submitted the information required by COAH rules and does not believe that the Entron site should be subject to further factual study and analysis. However, Marlboro would submit additional information should COAH deem it necessary.

V. RECOMMENDATION

As a result of mediation, Marlboro has entered into two settlement agreements with objectors OHAD and Bluh and Batelli and will incorporate those proposals into its third round Housing Element and Fair Share Plan that addresses its 1987-2014 by December 20, 2014. The executed agreements shall be submitted to COAH by November 9, 2005.

Should Marlboro include the Entron site in its petition for the third round, Marlboro must demonstrate that the site meets the suitability criteria set forth in N.J.A.C. 5:94-4.5. No contested issues of material fact remain. COAH staff requests that the Council accept this mediation report. All parties are required to submit comments by November 2, 2005 at 9 AM.

RECEIVED

JAN 4 - 1986

STERNS, HERBERT
& WEINROTH

STERNS, HERBERT & WEINROTH
A PROFESSIONAL CORPORATION
186 WEST STATE STREET
P. O. BOX 1298
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Attorneys for Plaintiffs Kovacs, et al., and Weitz and Kahane

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION-MONMOUTH OCEAN
COUNTIES

MOUNT LAUREL II

CONSENT ORDER FOR
FINAL JUDGMENT

MICHAEL KAPLAN, Individually)
and as Executor of the ESTATE)
OF NATHAN KAPLAN and MORRIS)
KAPLAN,)

Plaintiffs,)

vs.)

MARLBORO TOWNSHIP, A Municipal)
Corporation of the State of)
New Jersey, located in Monmouth)
County, New Jersey,)

Defendant.)

DOCKET NO. L-039596-84

ANTHONY SPALLIERO, Individually)
and CENTRIO BUILDERS, INC., A)
Partnership,)

Plaintiffs,)

vs.)

MARLBORO TOWNSHIP, A Municipal)
Corporation of the State of)
New Jersey located in Monmouth)
County, New Jersey; BAYSHORE)

DOCKET NO. L-041366-84-E P.W.

REGIONAL SEWERAGE AUTHORITY)
and MARLBORO TOWNSHIP UTILITIES)
AUTHORITY,)
)
Defendants.)

OLIVER R. KOVACS, SANFORD RADER,)
JOHN FIORINO, HENRY TRAPHAGEN)
and the W.L.W. COMPANY, A New)
Jersey Partnership,)

Plaintiffs,)

vs.)

TOWNSHIP OF MARLBORO and)
MARLBORO TOWNSHIP PLANNING)
BOARD, et al.)

Defendants.)

DOCKET NO. L-043845-84

MICHAEL WEITZ and DAVID KAHANE,)

Plaintiffs,)

vs.)

TOWNSHIP OF MARLBORO and)
MARLBORO TOWNSHIP PLANNING)
BOARD, et al)

Defendants.)

DOCKET NO. L-050456-84

PENN ASSOCIATES, A General)
Partnership of the State of)
New Jersey Jersey,)

Plaintiffs,)

vs.)

THE TOWNSHIP OF MARLBORO, THE)
MARLBORO TOWNSHIP PLANNING)
BOARD, THE WESTERN MONMOUTH)
UTILITIES AUTHORITY, and THE)
MARLBORO TOWNSHIP MUNICIPAL)
UTILITIES AUTHORITY,)

Defendants.)

DOCKET NO. L-052552-84

FEDERAL EQUITY ASSOCIATES, II,)
A General Partnership of the)
State of New Jersey,)

Plaintiffs,)

vs.)

THE TOWNSHIP OF MARLBORO, THE)
MARLBORO TOWNSHIP PLANNING)
BOARD, THE WESTERN MONMOUTH)
UTILITIES AUTHORITY and THE)
MARLBORO TOWNSHIP MUNICIPAL)
UTILITIES AUTHORITY)

Defendants.)

DOCKET NO. L-052553-84

CRINE REALTY, INC. et al)

Plaintiffs;)

vs.)

THE TOWNSHIP OF MARLBORO,)
et al.)

Defendants.)

DOCKET NO. L-067465-84

TOWNSHIP OF ABERDEEN, MONMOUTH)
COUNTY, NEW JERSEY,)

Plaintiffs,)

vs.)

TOWNSHIP OF MARLBORO, MONMOUTH)
COUNTY, NEW JERSEY; TOWNSHIP)
COUNCIL OF THE TOWNSHIP OF)
MARLBORO, MONMOUTH COUNTY, NEW)
JERSEY; and THE BOARD OF)
ADJUSTMENT OF THE TOWNSHIP OF)
MONMOUTH COUNTY, NEW JERSEY)

Defendants.)

DOCKET NO. L-083089-84E P.W.

THIS MATTER having been opened to the Court on
Wednesday, December 11, 1985 by the attorneys for the plaintiffs
in each of the above captioned matters, all of which are suits

under Mount Laurel II against the Township of Marlboro and Planning Board of the Township of Marlboro with the Aberdeen proceeding likewise relating to Mount Laurel II, and the Court having considered the discussions between counsel and the desirability of reaching an amicable settlement of these matters, and the Court having also considered the previous settlement discussions concerning these matters, and all parties hereto having concurred, and the Court also agreeing that this litigation, insofar as it is directed against the Bayshore Regional Sewerage Authority, Western Monmouth Utilities Authority, and Marlboro Township Municipal Utilities Authorities as defendants is likely to be resolved with these parties in the near future, and good cause therefor having been shown, it is on this 24th day of December, 1985

ORDERED

1. That Marlboro's fair share of its region's need for low and moderate income housing is set at 680 units through the year 1990.

2. Achievement of this fair share number by January 1, 1993 shall be in accordance with the phasing schedule set forth in the Schedule of Zoning Changes and Mapping attached to this Order, and incorporated herein by reference.

3. In addition to the units set forth in the attached Schedule, Marlboro Township shall be given credit for 22 low and moderate income units in a trailer park now under construction and 26 such units rehabilitated under the Monmouth County Community Development Block Grant Program. These units are

predominantly low income units. To the extent of any existing lease arrangements, Marlboro shall subject the trailer park units to price and resale controls.

4. Upon entry of this order, the rezoning and mapping set forth in the Schedule of Zoning Changes and Mapping shall be effective immediately without the need for any additional ordinance changes. Within a reasonable time hereafter, but no later than April 1, 1986, Marlboro Township shall formally amend its Land Use and Development Regulations, Chapter 84, to incorporate the Schedule, and this settlement.

5. Marlboro Township shall adopt technical ordinance provisions for ensuring that housing constructed under the ordinance is actually made available to and maintained for low and moderate income families in the region, through the use of affirmative marketing techniques, requirements for making housing available to persons and families whose incomes are no greater than 90% of the level required to qualify as low income families or moderate income families, respectively, removing restrictions against the rental of low and moderate income units, and requiring, except in the PAC-II Zone, that at least 15% of all low or moderate income units contain three or more bedrooms.

6. Settlement of this action shall not be construed to give the Township the right to change the assessment for property tax purposes of any property covered by the settlement and now subject to farmland assessment until or unless the actual use of such lands is changed and said lands are converted to residential uses.

7. As a result of this order and judgment, the Township of Marlboro shall have repose and immunity from any litigation brought under Mount Laurel II for a period of six years from the date of this order, and, during that period, the Court shall dismiss any litigation brought against Marlboro Township pursuant to Mount Laurel II, provided that the Ordinances specified in Paragraphs 5 and 9 hereof are submitted to the Court and Master by April 1, 1986 and adopted within 30 days after they are approved by the Court.

7A. Philip Caton, A.I.A. is appointed to review the terms of this Order and any ordinance thereafter adopted. Notwithstanding this provision this Order shall be regarded as a final agreement in this case,* Each plaintiff or group of plaintiffs suing jointly shall contribute one-seventh (1/7) share of his compensation.

8. Since plaintiff Oliver Kovacs has withdrawn his claim for relief in the Mount Laurel II in this litigation, for property owned by him alone and known and designated as Block 48, Lot 11 on the Tax Maps of the Township of Marlboro consisting of 101.92± acres, this action is dismissed with prejudice and without costs to all counts of the complaint filed by him with respect to said property with the exception of Count Three of said Complaint which is dismissed without prejudice, provided that no claim of the kind set forth in Count Three shall be brought within six (6) years of the date of this Order. This paragraph affects only the aforementioned Block 48, Lot 11.

*subject only to the Court being satisfied on final hearing that the ordinances are free of unnecessary cost generation, that the sites selected are realistic and will produce the stipulated fair share and that appropriate sale and resale controls have been adopted.

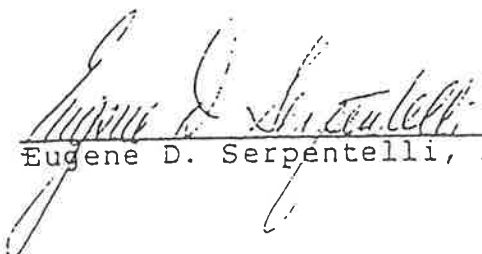
9. From the developer funds to be provided under Paragraphs A3 and A8 of the Schedule of Zoning Changes and Mapping attached hereto, the Township shall establish by ordinance a housing trust fund, the proceeds of which shall be used, inter alia to defray project costs, including infrastructure and amenities costs, for the rehabilitation of 29 units of deficient housing as defined by this Court in AMG Township Associates v. Township of Warren, ___ N.J. Super. ___ (L. Div. 1984), principally for low income persons as contrasted with moderate income persons. The balance of the monies, if any, shall be used, if needed, to assist by any appropriate means, the development of low and moderate income housing to satisfy Marlboro's fair share.

10. The Court shall retain jurisdiction over this matter to ensure that the above provisions of this Order and Schedule are enforced and to entertain applications for relief in aid of litigants rights under R.1:10-5 or other appropriate statutes, court rules, common law or constitutional requirements to enforce these provisions.

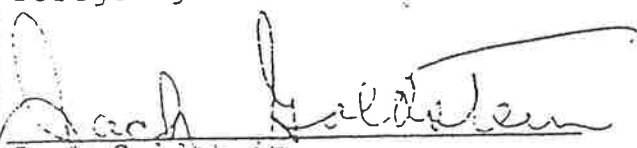
11. Except as set forth above in Paragraph 1 through 10 hereof, this action shall be, and the same here is, dismissed with prejudice and without costs against Marlboro Township and the Planning Board by Marlboro Township subject to compliance with the terms and conditions hereof as set forth above and in the Schedule of Zoning Amendments and Mapping attached hereto.


12. This Order does not constitute a finding by the Court that the SDGP growth area lines for Marlboro Township shall

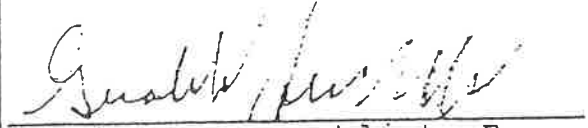
be changed nor an admission by the Township that these lines should be changed. Accordingly, this Order shall not be relied upon by an person or litigant seeking, in a judicial proceeding or before the Council on Affordable Housing, to effect such change.

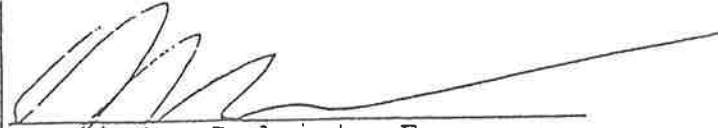

Eugene D. Serpentelli, A.J.S.C.


We hereby consent to the form and entry of the foregoing order


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SC. JULE OF ZONING CHANGES AND LAPPING

A. Zoning Amendments

1. Kaplan, Block 81, Lot 16, Block 82, Lot 4 (93± acres)

§84.49.1C, PAC II District, of the Marlboro Land Use Development and Regulations of the Code of the Township of Marlboro shall be deemed amended to allow 9 dwelling units per acre of which 5% of the units shall be for low income families and 12% for moderate income families. Plaintiff will have the right to build 142 Mt. Laurel II units and 837 units overall. Also, §84-49.1A shall be amended to read "forty (40)" rather than "forty-eight (48)".

2. Spalliero, Block 3, Lots 14, a portion of lot 23 consisting of 10± acres, 24 and 25; ~~Block=267=Net=30~~ (142± acres)

§84.48A(1)(a), MFD District, shall be deemed amended to require 22% of units, that is 233 units, be affordable by low and moderate income families as defined by H.U.D. and that 10% of these be for low income and 12% for moderate income families. Plaintiff will have the right to build no more than 1060 total units on said property pursuant to the zoning standards as amended herein.

3. Kovacs, et al. Block 45, Lots 7A and 16, Block 48, Lots 7, 11, 12 and 12A (295.3± acres approx.) (includes Karl Weitz property separately referred to below).

A new zoning district is deemed created to allow development of this property, except for Block 48, Lot 11, for 290 units. The density will be 1.5 units per acre. Lot size requirements and bulk requirements for set backs, yards, buffers, etc. shall be so calculated as to allow plaintiffs to achieve this density in a reasonable and economically feasible manner. To this end, the standards set forth for R-30 and R-20 residential development on the Schedule of Area Yard and Building Requirements in Chapter 84 shall generally be used as a guide herein. The zoning of Block 48, Lot 11 need not now be changed.

In addition, plaintiffs shall pay \$1,000.00 per unit to a housing trust fund to be established by Marlboro Township to defray costs, including provision of infrastructure, for rehabilitation of existing dwellings for low and moderate income persons or the construction of new housing for such persons. Sums will be payable for each unit 20% upon receipt of preliminary approval for such unit, 40% upon receipt of a building permit for such unit and 40% upon receipt of a certificate of occupancy for such unit.

Principal and accessory uses shall be limited to those permitted under §84.42.

It is recognized that Karl Weitz' property, Block 45, Lots 7A and 16, is under separate ownership and will be developed separately for 125 lots of the 290 total specified above. The fifty unit phasing minimum set forth in item C of this schedule will therefore be applied and credited separately to each of the development of this tract and the development of the Kovacs, et al., lands, Block 48, Lots 7, 12 and 12A.

4. Weitz/Kahane, Lloyd Road Block 3, Lots 1, 3 and 4A, ~~and Block 118, Lot 1 in Aberdeen Township~~ (48± acres)

The provisions of §84-48, MFD District as revised, are deemed applicable to this entire tract to result in the right to build 384 units under MFD regulations of which 10% shall be low and 12% shall be moderate income units for a total of 85 Mount Laurel II units. In addition, plaintiffs will dedicate Block 118, Lot 1 in Aberdeen Township, consisting of approximately one acre, and an adjacent parcel in Marlboro as shown on the sketch attached hereto of approximately 1.67 acres, to Aberdeen Township for use only for park or recreational purposes and is accepted by Marlboro Township as part of this settlement. Such dedication shall not decrease plaintiffs' right to build as set forth above. Further, plaintiffs will cooperate with Aberdeen in the provision of a drainage easement, if necessary for the adequate development of recreational facilities on the land to be conveyed; and Aberdeen will cooperate with Marlboro Township and the homeowners association for the development in mitigating the impact of the recreational facilities on the development. In addition, Aberdeen shall not object to the Planning Board's consideration of, or take any appeal if the Planning Board approves the following:

(a) minimum distances between dwellings and boundary or residential zone lines of 40 feet;

(b) minimum distances between roads and boundary or residential zone lines of 50 feet;

(c) no minimum distance requirement between improvements constructed in the development and the boundary line of the lands to be conveyed under this order, if plaintiffs are required to provide an adequate buffer of 6' to 8' plantings on property retained by them adjacent to conveyed area;

(d) location of roads within the stream easement area.

The foregoing shall not in any way bind the Marlboro Township Planning Board.

5. Weitz/Kahane, Route 79, Block 26, Lot 6 (60± acres)

The provisions of §84-48, MFD district, as revised, shall be deemed applicable to the 24 acres generally closest to Route 79. The balance of the land shall be deeded, at the time of final site plan and subdivision approval, to a homeowner's association or Marlboro Township, at the Township's option. As a result of the above plaintiff shall have the right to build 192 units in accordance with MFD district standards, as amended herein, with 10% to be low and 12% to be moderate income dwelling units for a total of 42 Mount Laurel II units.

6. Penn Associates, Block 53, Lots 2A and 3, (48.8± acres)

The provisions of §84-48 of the Code of the Township of Marlboro MFD zone, as revised (see item 2 above) shall be applicable to this entire parcel. Plaintiff shall have the right to build 390 units pursuant to such standards of which 10% shall be low (39) and 12% moderate (47) for a total Mount Laurel yield of 86 low and moderate income units. Plaintiff shall also construct 15 additional low and moderate income units on behalf of Federal Equity Associates, 7 of which will be affordable to low income households and 8 of which will be affordable to moderate income households (see item 7 below). The total number of units that shall be permitted to be constructed on the Penn Associates shall be 405 units overall including 101 low and moderate income units.

7. Federal Equity Associates, Block 70, Lot 23, Block 70A, Lot 13B, (23± acres)

The provisions of the land use regulations of Marlboro Township shall be deemed amended to permit development of 34 single family lots on the property identified as Lot 23, Block 70 of the tax maps of the Township of Marlboro and to permit the 5.5± acres identified as Lot 23, Block 70 for commercial purposes in accordance with the provisions of the C-3 zone. The zoning standards for development of these 34 single family lots shall generally be between those standards enumerated in Chapter 84 for Flexible Residential Districts and in Chapter 84 for R-20 Residential Districts, of the Land Use Development Regulations of Chapter 84 of the Code of the Township of Marlboro as of the date of this Order. The Planning Board shall determine the exact zoning standards consistent with this Order, provided that there shall exist a minimum of 34 lots. This is based on a density of 2 units per acre and the representation that there exists 17(plus) acres in the new residential district created herein.

⑧ Crine Realty-Schmelzer, et al., Block 48, Lot 9B, Block 50, Lots 6 and 7, Block 46, Lots 2, 3, and 4A (385 ± acres)

This property is deemed zoned R40/30 in its entirety which is a new zoning district. The lot size, lot dimension and buffer and bulk and requirements set forth in the Schedule of Area, Yard and Building requirements, in Chapter 84, for the R-30

zone shall be applicable to this property except that the total number of lots shall be equal to 335 units based on a yield of .87 units per acre. In addition, plaintiff shall pay \$1,500.00 per unit to a housing trust fund to be established by Marlboro Township to defray project costs, including provision of infrastructure, for rehabilitation of existing dwelling units for low and moderate income persons or construction of new units for such persons. These sums will be payable per unit 20% upon receipt of preliminary subdivision approval for such unit, 40% upon receipt of a building permit for such unit and 40% upon receipt of a certificate of occupancy for such unit. Principal and accessory uses shall be limited to those permitted under §84-41.

9 (a) §84-48A(1)(b), financial study requirement, is deemed deleted. (b) Waivers of development standards may be granted where necessary or appropriate for implementation of the developments authorized by the zoning set forth in the preceding paragraphs of this Schedule.

10. Wherever there are total units scheduled the actual final number of units permitted shall depend on the actual acreage owned by any litigant multiplied by the agreed upon density. However each litigant shall construct, at a minimum, the actual number of Mount Laurel units agreed upon. Notwithstanding the preceding sentences, Penn Properties shall be permitted to construct the 15 additional units on behalf of Federal Equity, as set forth in Paragraphs six and seven above.

11. Where specific sections of the land use development and regulations are amended herein the remaining regulations are in applicable zoning districts shall remain intact.

12 (a) If Marlboro would be entitled to a reduction in its fair share based on criteria developed by the Council on Affordable Housing or legislation, any reduction which may be granted shall not reduce the total number of units to which each development and property in the MFD district is entitled under the Schedule. It shall only reduce, at the Township's discretion, either (a) the amount of rehabilitation that must be done, or (b) on a pro-rata basis, the number of low and moderate income units which a developer must build.

(b) Should such a fair share change, or any other circumstance whatsoever, result at any time in the lack of intention to use the funds provided under A3 and A8 of the Schedule, then the funds shall be returned to the person or persons who contributed them."

B. Mapping

1. Kaplan. Entirety of Block 81, Lot 16 and Block 82, Lot 4 deemed mapped PAC II as amended. Also, Block 81, Lots 16

and 17 are also to be deemed so mapped (these are small parcels).

2. Spalliero. Entirety of Block 3, Lots 14, (part of) 23, 24 and 25 ~~and Block 25, Lot 40~~ deemed mapped to conform to item A2 above.

3. Kovacs, et al. and Karl Weitz, entirety of Block 45, Lots 7A and 16 (Karl Weitz), and Block 48, Lots 7, 12 and 12A (Kovacs, et al.) deemed mapped to conform to Item A3 above.

4. Weitz/Kahane. Entirety of Block 3, Lots 1, 3 and 4A and the 24 acres of Block 26, Lot 6 deemed mapped to conform with items A4 and A5 above.

5. Penn Associates. Entirety of Block 53, Lots 2A and 3 deemed mapped to conform with A6 above.

6. Federal Equity Associates. 5.5± acres of Block 70, Lots 23 and Block 70A, Lot 13B as shown on the tax maps to remain mapped as C-3 with the balance of this land deemed mapped to conform to A7 above.

7. Crine Realty-Schmelzer, et al. Entirety of land deemed mapped to conform to item A8 above.

8. All lands in Block 3 and Block 5 in the northeast section of Marlboro Township shown as zoned MFD in the zoning map prepared for Ordinance 35-84, but not designated for such mapping in this Schedule, shall be deemed returned to the R60C designation which existed prior to June 26, 1984. All lands zoned TPD shall be deemed returned to the LC and C-2 designations which existed prior to June 26, 1984 except that TPD zoning shall remain on Block 37, Lot 40A.

C. Phasing

No development, tract or property separately listed in Part A, Zoning Amendments, of this Schedule, or separately referred to therein, shall receive in any one calendar year from the date of this Order, Certificates of Occupancy for more than one sixth (1/6) of the total units as provided in Part A, or fifty (50) C.O.'s, whichever is higher, provided, however, that in any year where such one sixth (1/6) share has not been utilized, the developer shall be entitled, in any subsequent year, to the C.O.'s not utilized. For example, for a 600 home development each year from the date of this Order the developer shall be entitled to 100 C.O.'s. If 20 C.O.'s were issued in the first year, then in the second year the developer shall be entitled to 180 C.O.'s. All C.O.'s shall be deemed cumulative.

**TOWNSHIP OF MARLBORO
ZONING BOARD OF ADJUSTMENT
RESOLUTION OF MEMORIALIZATION
MONMOUTH COUNTY, NEW JERSEY
BIFURCATED PRELIMINARY AND FINAL
MAJOR SUBDIVISION APPROVAL**

**Approved: May 28, 2019
Memorialized: July 9, 2019**

MATTER OF: BUCKDALE, LLC

APPLICATION NO.: ZB 18-6683

WHEREAS, an application for bifurcated preliminary and final major subdivision approval has been made to the Marlboro Township Zoning Board of Adjustment (hereinafter referred to as the “Board”) by Buckdale, LLC (hereinafter referred to as the “Applicant”) on lands known and designated as Block 355, Lot 6 (24 School Road East), Lots 7 and 8 (Buckley Road), and Lot 11 (19 South Main Street) as depicted on the Tax Map of the Township of Marlboro (hereinafter “Township”), and more commonly known as 55 Willow Lane in the C-2 (Neighborhood Commercial) Zone; and

WHEREAS, a public hearing was held before the Board on May 28, 2019 with regard to this application; and

WHEREAS, the Board has heard testimony and comments from the Applicant and with the public having had an opportunity to be heard; and

WHEREAS, a complete application has been filed, the fees as required by Township Ordinance have been paid, and it otherwise appears that the jurisdiction and powers of the Board have been properly invoked and exercised; and

WHEREAS, the following exhibits were marked into evidence:

A – 1 Application for Hearing

A – 2 Petition on Appeal

- A – 3 Denial
- A – 4 Indemnification and Hold Harmless Agreement
- A – 5 Disclosure Statement
- A – 6 Tax Collector's Certification
- A – 7 Affidavit of Service
- A – 8 Affirmation of Local Pay to Play Ordinance
- A – 9 Conflict & Contribution Disclosure
- A – 10 Owner's Affidavit of Authorization and Consent
- A – 11 Notice to Adjoining Property Owners
- A – 12 List of Property Owners within 200 feet
- A – 13 Certified White Receipts and Green Cards
- A – 14 Affidavit of Publication
- A – 15 Check List for Bulk & Use variances
- A – 16 W-9
- A – 17 Preliminary & Final Major Subdivision Plan prepared by Carolyn A. Feigin, P.E. dated 3/13/19 dated 3/8/18, consisting of 16 pages
- A – 18 Environmental Impact Report prepared by DW Smith Associates, LLC, dated 12/19/18 consisting of 80 pages
- A – 19 ZB 18-6648 Resolution approved 9/4/18, memorialized 12/11/18 consisting of 11 pages
- A – 21 Review letter prepared by Chris Weltner, Fire Official, dated 5/28/19 consisting of 1 page.
- A – 23 Review letter prepared by Laura Neumann, P.E., P.P., CME Associates, dated 5/17/19 consisting of 14 pages

NOW, THEREFORE, does the Marlboro Township Zoning Board of Adjustment make the following findings of fact and conclusions of law with regard to this application:

1. The subject properties contain 11.3 acres and collectively constitute a corner tract within the C-2 Zone District with road frontages as follows: approximately 100 feet along School Road East, approximately 1,173 feet along Buckley Road to the east, approximately 175 feet along NJ State Highway Route 18 to the south and 316 feet along NJ State Highway Route 79 to the west. The subject property is currently improved with two (2) existing dwellings and associated accessory buildings/structures associated with the residential/agricultural use of the properties. Access is provided via both NJ State Highway Route 79 as well as Buckley Road. A slope and drainage easement, approximately 13 feet wide, is located on-site along the Buckley Road site frontage.

2. The Applicant was previously granted bifurcated use variance relief on December 11, 2018 permitting the removal of all existing site improvements and for the construction of a single-family residential and townhouse development consisting of 26 single-family residential lots and 19 townhome lots. Nine (9) affordable townhouse units were included within the nineteen (19) overall townhouse units. Access was approved via two (2) full-movement drives along the Buckley Road site frontage with interior cul-de-sac roadways. Access was prohibited from School Road East, Route 18 and Route 79. All units were approved with individual driveways and 21 on-street parking spaces were also provided near the proposed townhouse units. Two (2) areas for stormwater management were depicted along the Buckley Road site frontage and perimeter/buffer landscaping was also depicted along the site property lines. Many of the indicated single-family dwelling footprints were depicted with zero setback along a side property line with a 10-foot separation distance between adjoining dwellings.

3. The Applicant has now entered into a Settlement Agreement with the Township dated March 20, 2019. The Settlement Agreement contemplates the subject property being

developed as an inclusionary community which contains a maximum of 45 units, including a 20% set aside for low and moderate income units.

4. The Applicant is now seeking bifurcated preliminary and final major subdivision approval permitting the removal of all existing site improvements and constructing a single-family residential development consisting of 26 single-family residential lots and 19 townhouse lots which are inclusive of 9 low and moderate income affordable townhouse units.

5. Access is proposed via two full movement drives along the Buckley Road site frontage with interior cul-de-sac roadways with access being prohibited from School Road East, Route 18 and Route 79. An emergency access, however, is proposed along Route 79. All units, with the exception of the affordable units, were initially proposed with individual driveways. Twenty-one (21) off-street parking spaces are also provided near the townhouse units. Two proposed lots are proposed for stormwater management and are located along the Buckley Road site frontage. Perimeter buffer landscaping is also proposed along the property lines. Municipal water and sanitary sewer service are proposed to service all units.

6. Counsel for the Applicant, Salvatore Alfieri, Esq., explained that the Applicant had previously received bifurcated use variance relief permitting the proposed development. He further stated that the development was intended to assist the Municipality in satisfying its constitutionally mandated affordable housing obligations. Mr. Alfieri further noted that the Applicant and Township had entered into a Settlement Agreement and that the proposed development was consistent with the Settlement Agreement.

7. The Applicant's engineer, Carolyn Feigin, P.E., stated that the Applicant was proposing to construct an inclusionary development on a tract of land containing 11.3 acres within the C-2 Zone. She noted that the Applicant had previously received bifurcated use variance relief permitting the use. She further stated that the Applicant was proposing to construct 26 single-

family detached homes. Ms. Feigin further testified that each proposed single-family lot would contain at least 4,000 sq. ft. which complied with the terms of the Settlement Agreement. She further stated that the Applicant was proposing 19 townhouse units which would be located within four (4) separate buildings. Ms. Feigin stated that each townhouse building would be on a lot of at least 3,458 sq. ft. which also complied with the lot area requirements of the Settlement Agreement. She explained that 9 of the townhouse units would be deed restricted for low and moderate income housing.

8. Ms. Feigin also testified that the development would be serviced by two entrances located off Buckley Road as well as two cul-de-sacs. The cul-de-sac located off of Route 79 would also have an emergency access.

9. Ms. Feigin further stated that all Residential Site Improvements Standards (RSIS) requirements would be satisfied. This included the use of a 24 ft. wide cartway as well as cul-de-sac bulb. She also noted that all RSIS parking requirements had been satisfied wherein 124 spaces are required, 127 spaces are being provided.

10. In response to questions from the Board, Ms. Feigin stated that all UHAC regulations would be satisfied concerning the bedroom distribution of the affordable housing units. She testified that there would be two one-bedroom units, five two-bedroom units, as well as two three-bedroom units. Ms. Feigin also stipulated that a Developer's Agreement would be executed which would delineate the distribution of low, very low and moderate income unit splits.

11. Ms. Feigin also testified that the following bulk variance relief was necessary:

- a. **Section 220-35C(4)** – No paved terrace or driveway shall be permitted closer than 5 feet to any side or rear property line; lots 6.02, 6.12, 6.13, 7.02, 7.04, 8.02, 8.15 and 8.17 appear to propose driveways within 5 feet of a side property line which should be verified with the Board.

- b. **Section 220-34D(24)(e)** – The maximum grade for laws more than 5 feet from a building shall be 25% (4:1); 33% (3:1) is proposed along the stormwater basins.
- c. **Section 220-95A** – Open fences not to exceed 3 feet in height are permitted within a front yard area; a 4 foot high split rail fence with wire mesh is proposed within front yard areas for the stormwater basin Lot 8.01 and along the retaining wall on Lot 6.01.
- d. **Section 220-97B** - Each off street parking space shall measure not less than 10 feet by 20 feet; 9 feet by 18 feet on-street parking spaces appear proposed.
- e. **Section 220-164** – The light intensity provided at ground level shall be a minimum of 0.3 footcandles anywhere in the areas to be illuminated; lighting levels below 0.3 footcandles are proposed near the center point of the Road B cul-de-sac bulb.
- f. **Section 220-165B** – Side lot lines shall not deviate more than 10 degrees from either the right angle of a straight street or the radial of a curved street; side lot lines between Lots 6.02/6.03, 7.01/7.02, 7.02/7.03, 7.03/7.04, 7.04/7.05, 7.05/7.06, 7.01/7.06, 8.02/8.03 and 8.17/8.18 appear to not comply.
- g. **Section 220-165C** -Each lot must front upon an approved public street at least 50 feet in width; Roads A, B and C to be dedicated as public right-of-way proposed a 40 foot wide right-of-way width.
- h. **Section 220-169A** – Detached single-family dwellings shall have a minimum two-car garage, minimum 400 s.f. and shall provide a minimum 20 foot wide driveway; the proposed single-family dwellings propose an apparent one-car garage with an 18 foot wide driveway.
- i. **Section 220-169H(1)** – Circulation aisle width of 25 feet minimum required along 90 degree parking; a 24 foot wide cart way width is proposed for Road A along the proposed parking areas.

12. Ms. Feigin then testified that the Applicant would comply with all recommendations contained in the technical report issued by the Board Engineer and Planner.

13. In response to further questions, Ms. Feigin testified that the Applicant would work with the Board Planner/Engineer to provide additional buffer area on the proposed cul-de-sac at the Route 79 right-of-way as well as confirm the adequacy of the buffers along the southerly stormwater basins. She further stated that the Applicant would comply with all recommendations contained in the May 28, 2019 report from the Township Fire Bureau. Ms. Feigin also stated that a traffic report

had been submitted to the Applicant which identified the peak hours as being between 7 a.m. to 9 a.m. and 4 p.m. to 6 p.m. She stated that less than 60 trips would be generated during the peak hour which was acceptable and could be accommodated in the subject area. She also stated that one lot would be dedicated to the Township as open space which could be used as a tot lot or a sports court.

14. The Applicant's Planner, Christine Cofone, P.P., AICP, testified that the Applicant had previously received bifurcated use variance relief for the subject development. Ms. Cofone stated that she was now testifying in order to confirm that the negative criteria remained satisfied with regard to the request for preliminary and final major subdivision approval. Ms. Cofone testified that the development was essentially identical to what had been contemplated at the time use variance relief had been granted. She noted that some relief appeared necessary due to inconsistencies between the Township's Ordinance and the RSIS. In discussions with the Board, the Applicant then agreed to provide driveways for all units thereby eliminating the need for any dumpsters. The Applicant specifically stated that there would be at least a one-car garage for every unit. Ms. Cofone further reiterated that the subject development was intended to be consistent with the Settlement Agreement with the Township and to provide units and credits towards the Township's affordable housing obligations.

15. There were no members of the public expressing an interest in this application.

16. The Board has received, reviewed and considered various exhibits and reports with regard to this application. Those exhibits and reports are set forth on the Exhibit List, and all exhibits and reports as set forth on said Exhibit List have been incorporated herein in their entirety.

WHEREAS, the Marlboro Township Zoning Board of Adjustment, having reviewed the proposed application and having considered the impact of the proposed application on the Township and its residents to determine whether it is in furtherance of the Municipal Land Use Law; and having considered whether the proposal is conducive to the orderly development of the site and the general

area in which it is located pursuant to the land use and zoning ordinances of the Township of Marlboro; and upon the imposition of specific conditions to be fulfilled, hereby determines that the Applicant may be granted bifurcated preliminary major subdivision approval pursuant to N.J.S.A. 40:55D-48 and final major subdivision approval pursuant to N.J.S.A. 40:55D-50.

The Board recognizes that bifurcated use variance relief was previously granted on this site which found the subject parcels to be particularly suitable for the proposed inclusionary development. The Board is also aware that this development is now proceeding pursuant to a Settlement Agreement with the Township and is intended to help the municipality satisfy its constitutionally mandated affordable housing obligations.

The Municipal Land Use Law provides that a developer may elect to submit a separate application requesting variance relief and that a subsequent application for any required approval of a subdivision, site plan or conditional use may subsequently be filed. The separate approval of the variance shall be conditioned upon grant of all required subsequent approvals by the Board of Adjustment. No such subsequent approval shall be granted unless such approval can be granted without substantial detriment to the public good and without substantial impairment of the intent and purpose of the zone plan and zoning ordinance N.J.S.A. 40:55D-76b. An Applicant is therefore essentially required to prove the negative criteria in a bifurcated application.

The Board finds that the Applicant has proposed a preliminary and final major subdivision which complies with the requirements of the Settlement Agreement which has been executed with the Township. The Board further finds that the proposed preliminary and final major subdivision is essentially consistent with the concept which was provided at the time of the grant of bifurcated use variance relief. The Board further acknowledges that the Applicant has agreed to provide a driveway and at least a one-car garage for all units thereby eliminating any potential stigma associated with the affordable housing units. This has also eliminated the need for a dumpster on

the subject property. The Board finds that the proposed use continues to satisfy the negative criteria and that there is no substantial detriment to the public good or substantial impairment of the intent and purpose of the zone plan and zoning ordinance. The Board once again recognizes that the subject site is being developed pursuant to the terms of the Settlement Agreement and is necessary for the Township to comply with the constitutionally mandated affordable housing requirements which have been imposed by the New Jersey Supreme Court in the Mt. Laurel Doctrine.

The Board further finds that all bulk variances are subsumed within the granting of bifurcated preliminary and final major subdivision approval. Puleio v. North Brunswick Zoning Board, 375 N.J. Super. 413 (App. Div.) certif. den. 184 N.J. 212 (2005).

NOW, THEREFORE, BE IT RESOLVED by the Zoning Board of Adjustment of the Township of Marlboro on this 9th day of July 2019, that the action of the Board taken on May 28, 2019, granting Application No. ZB 18-6648 of Buckdale, LLC bifurcated preliminary major subdivision approval pursuant to N.J.S.A. 40:55D-48 with final major subdivision approval pursuant to N.J.S.A. 40:55D-50 is hereby memorialized as follows:

The application is granted subject to the following conditions:

1. The development of the site shall take place in strict conformance with the testimony, plans and drawings which have been submitted to the Board with this application which are to be revised based on the Board's determination as follows:
2. Except where specifically modified by the terms of this Resolution, the Applicant shall comply with all recommendations contained in the reports of the Board's professionals.
3. The Applicant shall execute a Developers Agreement with the Township which delineates the required low, very low and moderate income splits of the affordable housing units.
4. The proposed lighting shall comply with all Ordinance requirements.
5. The Applicant shall comply with all RSIS requirements.

6. All units shall have a driveway and at least a one-car garage.
7. There shall be no dumpsters located on site.
8. The Applicant shall work with the Board Engineer/Planner to provide additional buffer area along the proposed cul-de-sac at the Route 79 right-of-way.
9. The Applicant shall work the Board Engineer/Planner to confirm the adequacy of any existing buffer areas including those along the southerly stormwater basin.
10. The Applicant shall comply with all recommendations contained in the May 28, 2019 Fire Bureau Report.
11. The Applicant shall dedicate a lot to the Township for recreational use which may include a tot lot or sports court.
12. All conditions of the prior bifurcated use variance approval remain in full force except as may be modified herein.
13. The Applicant shall comply with the Map Filing Law.
14. The Applicant shall provide a certificate that taxes are paid to date of approval.
15. Payment of all fees, costs, escrows due or to become due. Any monies are to be paid within twenty (20) days of said request by the Board Secretary.
16. Subject to all other applicable rules, regulations, ordinances and statutes of the Township of Marlboro, County of Monmouth, State of New Jersey or any other jurisdiction.

BE IT FURTHER RESOLVED that the Board secretary is hereby authorized and directed to cause a notice of this decision to be published in the official newspaper at the Applicant's expense and to send a certified copy of this Resolution to the Applicant and to the Township Clerk, Engineer, Attorney and Tax Assessor, and shall make same available to all other interested parties.

Michael Shapiro, Chairman

Marlboro Township Zoning Board of Adjustment

ON MOTION OF:

SECONDED BY:

ROLL CALL:

YES:

NO:

ABSTAINED:

ABSENT:

DATED:

I hereby certify this to be a true and accurate copy of the Resolution adopted by the Marlboro Township Zoning Board of Adjustment, Monmouth County, New Jersey, at a public meeting held on June 25, 2019.

Alan Zwerin, Secretary
Marlboro Township Zoning Board of Adjustment

**TOWNSHIP OF MARLBORO
ZONING BOARD OF ADJUSTMENT
RESOLUTION OF MEMORIALIZATION
MONMOUTH COUNTY, NEW JERSEY
BIFURCATED USE VARIANCE RELIEF**

**Approved: September 4, 2018
Memorialized: December 11, 2018**

MATTER OF: BUCKDALE, LLC

APPLICATION NO.: ZB 18-6648

WHEREAS, an application for bifurcated use variance relief has been made to the Marlboro Township Zoning Board of Adjustment (hereinafter referred to as the “Board”) by Buckdale, LLC (hereinafter referred to as the “Applicant”) on lands known and designated as Block 355, Lots 6, 7, 8 and 11 as depicted on the Tax Map of the Township of Marlboro (hereinafter “Township”), and more specifically located at 55 Willow Lane in the C-2 (Neighborhood Commercial) Zone; and

WHEREAS, a public hearing was held before the Board on September 4, 2018 with regard to this application; and

WHEREAS, the Board has heard testimony and comments from the Applicant and with the public having had an opportunity to be heard; and

WHEREAS, a complete application has been filed, the fees as required by Township Ordinance have been paid, and it otherwise appears that the jurisdiction and powers of the Board have been properly invoked and exercised; and

WHEREAS, the following exhibits were marked into evidence:

- A – 1 Application for Hearing
- A – 2 Petition on Appeal
- A – 3 Denial

- A – 4 Indemnification and Hold Harmless Agreement
- A – 5 Disclosure Statement
- A – 6 Tax Collector's Certification
- A – 7 Affidavit of Service
- A – 8 Affirmation of Local Pay to Play Ordinance
- A – 9 Conflict & Contribution Disclosure
- A – 10 Owner's Affidavit of Authorization and Consent
- A – 11 Notice to Adjoining Property Owners
- A – 12 List of Property Owners within 200 feet
- A – 13 Certified White Receipts and Green Cards
- A – 14 Affidavit of Publication
- A – 15 Check List for Bulk & Use variances
- A – 16 W-9
- A – 17 Use Variance Plan prepared by Jeffery J. Carr P.E., P.P., dated 3/8/18, consisting of 3 pages
- A – 18 Review letter prepared by Sgt. John Loyer, of Marlboro Township, Traffic & Safety Bureau, dated 3/29/18, consisting of 1 page
- A – 19 Traffic Impact Report prepared by Francis A. Miskovich, P.E., C.M.E., dated 4/17/18, consisting of 38 pages
- A – 20 Amended Application prepared Salvatore Alfieri, Esq., date received 7/24/18, consisting of 4 pages
- A – 21 Amended Use Variance Plan prepared by Timothy P. Lurie P.E., P.P., dated 7/17/18, consisting of 1 page
- A – 22 Review letter prepared by Chris Weltner, Fire Official, dated 8/7/18, consisting of 1 page.
- A – 23 Review letter prepared by Laura Neumann, P.E., P.P., CME Associates, dated 8/2/18, consisting of 6 pages

- A – 24 Review letter prepared by Justin DiBiase, P.E., PTOE., Remington & Vernick Engineers, dated 5/4/18, consisting of 3 pages.
- A – 25 Review letter prepared by Sgt. John Loyer, of Marlboro Township, Traffic & Safety Bureau, dated 3/29/18, consisting of 1 page
- A – 26 Soil Sampling Report submitted by Luther Gueyikian, Project Manager, received 8/13/18, consisting of 6 pages
- A – 27 Review letter prepared by Douglas Tilton, of Marlboro Township Historic Preservation Advisory Commission, dated 9/1/18, consisting of 1 page
- A – 28 Amended Use Variance Plan prepared by Timothy P. Lurie P.E., P.P., dated 7/17/18, revised 8/22/18, consisting of 1 page
- A – 29 Marlboro Township Tax Map page 96 reflecting the four subject Lots, submitted at hearing date 9/4/18, by Sid Husain, P.E.,

NOW, THEREFORE, does the Marlboro Township Zoning Board of Adjustment make the following findings of fact and conclusions of law with regard to this application:

1. The subject properties contain 11.3 acres and collectively constitute a corner tract within the C-2 Zone District with road frontages as follows: approximately 100 feet along School Road East, approximately 1,173 feet along Buckley Road to the east, approximately 175 feet along NJ State Highway Route 18 to the south and 316 feet along NJ State Highway Route 79 to the west. The subject site is currently improved with two (2) existing dwellings and associated accessory buildings/structures associated with a residential/agricultural use of the properties. Access is provided via both NJ State Highway Route 79 as well as Buckley Road. A slope and drainage easement, approximately 13 feet wide, is located on-site along the Buckley Road site frontage.

2. The Applicant is seeking bifurcated use variance relief permitting the removal of all existing site improvements and for the construction of a single-family residential and townhome development consisting of 26 single-family residential lots and 19 townhome lots. Nine (9) affordable townhome units are included within the nineteen (19) overall townhouse units. Access is proposed by two (2) full-movement drives along the Buckley Road site frontage with interior cul-de-sac roadways. Access is prohibited from School Road East, Route 18 and Route 79. All units are proposed to have an individual driveway and 21 on-street parking spaces are provided near the proposed townhome units. Two (2) areas for stormwater management are depicted along the Buckley Road site frontage and perimeter/buffer landscaping is also depicted along the site property lines. Many of the indicated single-family dwelling footprints are depicted with zero setback along a side property line with a 10-foot separation distance between adjoining dwellings.

3. Counsel for the Applicant, Salvatore Alfieri, Esq. stated that the Applicant was seeking bifurcated use variance relief in order to permit construction of a single-family residential and townhome development community consisting of 26 single-family residential lots and 19 townhome lots, including nine (9) affordable townhome units. He explained that a subsequent site plan and subdivision application would be filed in the event the Board approved the bifurcated use variance relief.

4. Testimony was then taken from the Applicant's Engineer, Sid Husain, P.E., who stated that surrounding uses north and south of the site and east of Route 79 are similarly zoned C-2 and contain commercial uses with residential parcels to the north. He added that vacant land located south of the site is owned by the New Jersey Department of Transportation. Mr. Husain further testified that properties east of the site opposite Buckley Road are zoned C-2 and R-80 and contain residential/agricultural uses. He then described the subject property as irregularly shaped bordering Route 79 near the Route 18 exit ramp.

5. Mr. Husain then testified that the Applicant proposes to construct 45 residential units, (36 market and 9 affordable housing). He stated that sewer hookup is available at Route 79 via a 16 inch main. Mr. Husain then stated that the proposed access road will be 24 feet wide and that sidewalks are proposed to be installed. Upon questioning, he confirmed that access to the site from Route 79 will be prohibited except for an emergency access. Mr. Husain then testified that the proposed use will contain parking designated for visitors and that the nine (9) affordable townhouse units will all be placed for sale and be of fee simple ownership. Upon questioning, Mr. Husain testified that all affordable unit purchasers must comply with UHAC regulations.

6. Testimony was further taken from the Applicant's Traffic Engineer, Frank Miskovich, P.E., who stated that he had conducted a traffic study. He testified that the peak hour generation for the proposed development would be as follows: 42 total peak hour a.m. trips; 49 total peak hour evening trips and that new traffic trips would total 36 in the morning and 44 in the evening.

7. Mr. Miskovich then testified that the peak hour trips would generate less volume than a day care or office use which are permitted in the C-2 zone. He explained that a day care use generates 117 peak hour trips in the morning and 118 peak hour trips in the evening. He further testified that an office use generates 58 peak hour trips in the morning and 98 peak hour trips in the evening. Although not permitted in the zone, he concluded that the proposed use would generate less traffic than permitted uses on the site.

8. Testimony was further provided by the Applicant's Planner, Christine Cofone, PP, AICP, who stated that special reasons exist to support the use variance relief requested by the Applicant. She testified that the 9 proposed affordable housing units will be split between low

and moderate income owners. Ms. Cofone stated that the site is particularly suited for a residential development because it is a transitional area between the adjacent residential uses and commercial uses located on Route 79. She further testified that the application satisfies the purposes of zoning set forth on N.J.S.A. 40:55D-2a, e, h and g. She added that the density of the proposed residential units will be 3.4 units per acre, and that a density of 8 units per acre is common to the area. Ms. Cofone further testified that the subject site is distinguishable from other sites because it is along Route 79 and Route 18.

9. Ms. Cofone further testified that the application satisfies the negative criteria for bifurcated use variance relief because it will improve the zone plan and be an improvement and not a detriment to the public good. She stated that the site is “tucked in” and is a transitional parcel that separates residential uses from commercial uses in the area. Ms. Cofone further testified that the subject site is not attractive for commercial uses, because it is located in the fringe area of the C-2 zone. She concluded that the proposed residential use will not constitute a substantial detriment on the zone plan. It was her conclusion that the benefits far outweigh any detriments of the grant of use variance relief.

10. The hearing was opened to the public at which time John Collins, 17 South Main Street, stated the site would be better served if there was an exit on to Route 79.

11. The Board has received, reviewed and considered various exhibits and reports with regard to this application. Those exhibits and reports are set forth on the Exhibit List, and all exhibits and reports as set forth on said Exhibit List have been incorporated herein in their entirety.

WHEREAS, the Marlboro Township Zoning Board of Adjustment, having reviewed the proposed application and having considered the impact of the proposed application on the Township and its residents to determine whether it is in furtherance of the Municipal Land Use Law; and having considered whether the proposal is conducive to the orderly development of the site and the

general area in which it is located pursuant to the land use and zoning ordinances of the Township of Marlboro; and upon the imposition of specific conditions to be fulfilled, hereby determines that the Applicant may be granted bifurcated use variance relief pursuant to N.J.S.A. 40:58D-70d(1).

Under the Municipal Land Use Law, a Board of Adjustment, when considering a “d” variance, cannot grant relief unless sufficient special reasons are shown and there is no substantial impairment of the intent and purpose of the zone scheme and Zoning Ordinance. In addition, the burden of proof is upon the Applicant to establish the above criteria. It is the Board’s responsibility, acting in a quasi-judicial manner, to weigh all the evidence presented before it by both the Applicant and all objectors, and reach a decision which is based upon findings of fact and conclusions of law and is not arbitrary, unreasonable or capricious.

The New Jersey Courts have been willing to accept a showing of extreme hardship as sufficient to constitute a special reason. The courts have indicated that there is no precise formula as to what constitutes special reasons unless the use is determined to be inherently beneficial, and that each case must be heard on its own circumstances. Yet, for the most part, hardship is usually an insufficient criteria upon which the Board can grant a variance. In addition, special reasons have been found where a variance would serve any of the purposes of zoning as set forth in N.J.S.A. 40:55D-2. However, in the last analysis, a variance should only be granted if the Board, on the basis of the evidence presented before it, feels that the public interest, as distinguished from the purely private interests of the Applicant, would be best served by permitting the proposed use. In these instances, the Board must also find that the granting of the variance will not create an undue burden on the owners of the surrounding properties. The Board also notes the special reasons requirement may be satisfied if the Applicant can show that the proposed use is peculiarly suited to the particular piece of property. With regard to the question of public good, the Board’s focus is on the variance’s effect on the surrounding

properties and whether such effect will be substantial. Furthermore, in most “d” variance cases, the Applicant must satisfy an enhanced quality of proof and support it by clear and specific findings by this Board that the variance sought is not inconsistent with the intent and purpose of the Master Plan and Zoning Ordinance. The burden of proof is upon the Applicant to establish the above criteria.

The Board first notes that this is a bifurcated application. The Applicant must still return for preliminary and final site plan and subdivision approval. The negative criteria also still carries to the site plan and subdivision application.

The Board finds the Applicant has satisfied the positive criteria. The Board first recognizes that the subject site is currently developed with a residential use. The Board also finds the subject parcels to be distinguishable from others in the area. They collectively constitute a corner lot in an area bordered by multiple State highways. Access, however, is limited from these highways and vehicles will rather be required to use local roadways located in a residential zone. It is therefore more consistent with the characteristics of the community and the residential nature of the existing traffic to have the subject site remain residential. The lots also represent an area between other residential and commercial uses. It therefore represents a transitional development. The Board therefore concludes that the subject lots are distinguishable, that the proposed development promotes the goals of planning enumerated by the Applicant's planner at N.J.S.A. 40:55D-2 and that special reasons therefore exist thus satisfying the positive criteria. The Board also notes that the Applicant has received approval for the precise number of units it has requested. The Board therefore finds that the number of market rate units is satisfactory to support the proposed number of affordable housing units and that a compensable benefit and density bonus has therefore been granted pursuant to the Mt. Laurel doctrine.

The Board further finds that the enhanced criteria has likewise been satisfied. The Board finds that the subject lots are accessed via roadways in residential zones rather than from the State highways. The Master Plan promotes residential traffic in these areas. The permitted commercial uses would be inconsistent with this goal. The proposed transitional development is therefore in harmony with the Master Plan. The Board further finds that the unique location and characteristics of the subject parcels distinguishes the tract from almost all others in the Zone. The Board, therefore, does not find any inconsistency with the Township Council's overall zoning for the area or that there was a specific decision to zone these subject lots in a particular way that this Board is now usurping. The Board therefore finds the enhanced criteria to be satisfied.

The Board also finds that the Applicant has satisfied the negative criteria. The Board specifically finds that the traffic and other impacts associated with the proposed residential use are of less intensity than other uses permitted in the C-2 neighborhood commercial zone. The nature of the development also results in a gentle transition between commercial and residential uses. The Board therefore finds that there is not any substantial detriment to the zone plan or the zone ordinance in this instance. As previously stated, the Applicant must continue to satisfy the negative criteria when it returns for site plan and subdivision approval. The negative criteria has therefore been satisfied. The Board finds that the positive criteria has outweighed the negative criteria and bifurcated use variance relief pursuant to N.J.S.A. 40:55D-70d(1) is appropriate in this instance.

The Board finds all bulk variances are subsumed within the granting of bifurcated use variance relief. Puleio v. North Brunswick Zoning Board, 375 N.J. Super. 413 (App. Div.) certif. den. 184 N.J. 212 (2005).

NOW, THEREFORE, BE IT RESOLVED by the Zoning Board of Adjustment of the Township of Marlboro on this 11th day of December, 2018, that the action of the Board taken on September 4, 2018, granting Application No. ZB 18-6648 of Buckdale, LLC bifurcated use variance relief pursuant to N.J.S.A. 40:55D-70d(1) is hereby memorialized as follows:

The application is granted subject to the following conditions:

1. The development of the site shall take place in strict conformance with the testimony, plans and drawings which have been submitted to the Board with this application which are to be revised based on the Board's determination as follows:
2. Except where specifically modified by the terms of this Resolution, the Applicant shall comply with all recommendations contained in the reports of the Board's professionals.
3. The Applicant shall construct 36 market rate units and 9 affordable housing units consisting of a mix of low and moderate income affordable housing units.
4. The affordable units within the Inclusionary Development shall be developed in accordance with COAH prior round regulations, the Uniform Housing Affordability Controls, N.J.A.C. 5:80-26.1 et. Seq. ("UHAC"), and other applicable law, and said Inclusionary Development shall be deed restricted for a period of 30 years from the initial occupancy of the affordable units.
5. The Applicant shall install sidewalks on the site.
6. The site shall not be accessed from Route 79 at any time, with the exception of emergency access.
7. The Applicant shall apply for preliminary and final site plan and preliminary and final major subdivision approval.
8. Payment of all fees, costs, escrows due or to become due. Any monies are to be paid within twenty (20) days of said request by the Board Secretary.
9. Subject to all other applicable rules, regulations, ordinances and statutes of the Township of Marlboro, County of Monmouth, State of New Jersey or any other jurisdiction.

BE IT FURTHER RESOLVED that the Board secretary is hereby authorized and directed to cause a notice of this decision to be published in the official newspaper at the Applicant' expense and to send a certified copy of this Resolution to the Applicant and to the Township Clerk, Engineer, Attorney and Tax Assessor, and shall make same available to all other interested parties.

Michael Shapiro, Chairman
Marlboro Township Zoning Board of Adjustment

ON MOTION OF:

SECONDED BY:

ROLL CALL:

YES:

NO:

ABSTAINED:

ABSENT:

DATED:

I hereby certify this to be a true and accurate copy of the Resolution adopted by the Marlboro Township Zoning Board of Adjustment, Monmouth County, New Jersey, at a public meeting held on December 11, 2018.

Alan Zwerin, Secretary
Marlboro Township Zoning Board of Adjustment

Deed Restriction

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

THIS DEED RESTRICTION, entered into as of the 23rd day of October, 2014, by and between MARLBORO TOWNSHIP, a Municipal Corporation (the "Municipality"), with offices at 1979 Township Drive, Marlboro, New Jersey 07746 and CAMELOT AT MARLBORO URBAN RENEWAL, LLC a New Jersey limited liability company having offices at 433 River Road, Highland Park, New Jersey 08904 the developer/sponsor (the "Owner") of a residential rental project which includes a residential low- or moderate-income rental component (the "Project"):

WITNESSETH

Article 1. Consideration

In consideration of benefits and/or right to develop received by the Owner from the Municipality regarding this Project, the Owner hereby agrees to abide by the covenants, terms and conditions set forth in this Deed Restriction, with respect to a portion of the land and improvements more specifically described in Article 2 hereof (the "Restricted Property").

Article 2. Description of Restricted Property

The Project consists of the land, and improvements thereon, that is located in the Municipality of Marlboro Township, County of Monmouth, State of New Jersey, and described more specifically as Block No. 132 Lot 18.01. The Restricted Property is a portion of the Project and is known by the street addresses of 802-840 (even only) Lukas Boulevard and 902-960 (even only) Lukas Boulevard.

The Restricted Property is more specifically designated as:

Building 8

Low Income Units: 802 Lukas Boulevard (2 bedroom); 806 Lukas Boulevard (2 bedroom); 808 Lukas Boulevard (2 bedroom); 810 Lukas Boulevard (3 bedroom); 814 Lukas Boulevard (2 bedroom); 816 Lukas Boulevard (2 bedroom); 822 Lukas Boulevard (1 bedroom); 824 Lukas Boulevard (3 bedroom); 828 Lukas Boulevard (1 bedroom); 836 Lukas Boulevard (1 bedroom); 838 Lukas Boulevard (3 bedroom).

Moderate Income Units: 804 Lukas Boulevard (3 bedroom); 812 Lukas Boulevard (2 bedroom); 818 Lukas Boulevard (3 bedroom); 820 Lukas Boulevard (2 bedroom); 826 Lukas Boulevard (1 bedroom); 830 Lukas Boulevard (3 bedroom); 832 Lukas Boulevard (2 bedroom); 834 Lukas Boulevard (1 bedroom); 840 Lukas Boulevard (2 bedroom).

Building 9

Low Income Units: 902 Lukas Boulevard (2 bedroom); 904 Lukas Boulevard (3 bedroom); 906 Lukas Boulevard (2 bedroom); 908 Lukas Boulevard (2 bedroom); 914 Lukas Boulevard (2 bedroom); 916 Lukas Boulevard (2 bedroom); 918 Lukas Boulevard (3 bedroom); 928 Lukas Boulevard (3 bedroom); 944 Lukas Boulevard (3 bedroom); 948 Lukas Boulevard (1 bedroom); 952 Lukas Boulevard (2 bedroom); 956 Lukas Boulevard (1 bedroom); 958 Lukas Boulevard (3 bedroom); 960 Lukas Boulevard (2 bedroom).

Moderate Income Units: 910 Lukas Boulevard (3 bedroom); 912 Lukas Boulevard (2 bedroom); 920 Lukas Boulevard (2 bedroom); 922 Lukas Boulevard (3 bedroom); 924 Lukas Boulevard (2 bedroom); 926 Lukas Boulevard (2 bedroom); 930 Lukas Boulevard (2 bedroom); 932 Lukas Boulevard (2 bedroom); 934 Lukas Boulevard (2 bedroom); 936 Lukas Boulevard (3 bedroom); 938 Lukas Boulevard (2 bedroom); 940 Lukas Boulevard (2 bedroom); 942 Lukas Boulevard (1 bedroom); 946 Lukas Boulevard (1 bedroom); 950 Lukas Boulevard (3 bedroom); 954 Lukas Boulevard (1 bedroom).

All address numbers referenced above are also the unit numbers for each particular unit. The designation of specific units as low income units or moderate income units may be deviated from by the Owner from time to time so long as the overall bedroom distribution and affordability average complies with applicable COAH regulations.

Article 3. Affordable Housing Covenants

The following covenants (the "Covenants") shall run with the land as to the Restricted Property only for the period of time (the "Control Period"), determined separately with respect for each dwelling unit, commencing the date on which the first certified household occupies the unit, and shall expire as determined under the Uniform Controls, as defined below.

- A. In accordance with N.J.A.C. 5:80-26.11 (b), the affordability control period for the restricted rental units in a development shall commence on the first date that a certified household occupies a unit and shall terminate after a period of at least 30 years, provided that the affordability controls shall remain in effect until the date on which a restricted rental unit shall become vacant, provided that the occupant household continues to earn a gross annual income of less than 80 percent of the applicable median income. If, at that time, a rental household's income is found to exceed 80 percent of the regional median income, the rental rate restriction shall expire at the later of either the next scheduled lease renewal or 60 days.
- B. A restricted rental unit shall remain subject to its affordability controls despite the occurrence of any of the following events:
 - 1. A sublease or assignment of the lease of the unit;
 - 2. A sale or other voluntary transfer of the ownership of the unit; or

3. The entry and enforcement of any judgment of foreclosure.
- C. Sale and use of the Restricted Property is governed by regulations known as the Uniform Housing Affordability Controls, which are found in New Jersey Administrative Code at Title 5, chapter 80, subchapter 26 (N.J.A.C. 5:80-26.1, et seq, the “Uniform Controls”), and the Marlboro Township Affordable Housing Ordinance at Chapter 70 of the Marlboro Township Code.
- D. The Restricted Property shall be used solely for the purpose of providing rental dwelling units for low and moderate-income households, and no commitment for any such dwelling unit shall be given or implied, without exception, to any person who has not been certified for that unit in writing by the Owner or the Administrative Agent. So long as any dwelling unit remains within its Control Period, sale of the Restricted Property must be expressly subject to these Deed Restrictions, deeds of conveyance must have these Deed Restrictions appended thereto, and no sale of the Restricted Property shall be lawful, unless approved in advance and in writing by the Administrative Agent.
- E. No improvements may be made to the Restricted Property that would affect the bedroom configuration of any of its dwelling units, and any improvements to the Restricted Property must be approved in advance and in writing by the Administrative Agent.
- F. The Owner shall notify the Municipality of any foreclosure actions filed with respect to the Restricted Property within five (5) business days of service upon Owner.
- G. The Owner shall notify 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 4. Remedies for Breach of Affordable housing Covenants

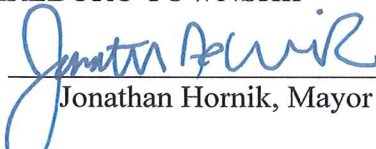
A breach of the Covenants will cause irreparable harm to the Municipality and to the public, in light of the public policies set forth in the New Jersey Fair Housing Act, the Uniform Housing Affordability Control rules found at N.J.A.C. 5:80-26, and the obligation for the provision of low and moderate-income housing.

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

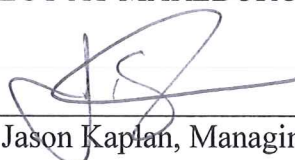
those provided under Title 5, Chapter 80, Subchapter 26 of the New Jersey Administrative Code and specific performance.

IN WITNESS WHEREOF, the Administrative Agent and the Owner have executed this Deed Restriction in triplicate as of the date first above written.

MARLBORO TOWNSHIP

By:  _____
Jonathan Hornik, Mayor

CAMELOT AT MARLBORO URBAN RENEWAL, LLC.

By:  _____
Jason Kaplan, Managing Member

ACKNOWLEDGEMENTS

On this the 7th day of August, 2014 before me came Jason Kaplan, to me known and known to me to be the Managing Member of Camelot at Marlboro Urban Renewal, LLC, the Owner of the Property, who states that (s)he has signed said Agreement for the purposes stated therein.

Rosemary Kramer
NOTARY PUBLIC

ROSEMARY KRAMER
A Notary Public of New Jersey
My Commission Expires August 24, 2018

On this the 2nd day of October, 2014 before me came Jonathan Hornik known and known to me to be the Mayor of Marlboro Township, the Municipality identified as such in the foregoing Agreement, who states that (s)he is duly authorized to execute said Agreement on behalf of said Municipality, and that (s)he has so executed the foregoing Agreement for the purposes stated therein.

Alida Manco
NOTARY PUBLIC

ALIDA MANCO
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 10-3-2017

Proposed and Completed Affordable Units

ATLANTIC

BRIGANTINE CITY

Project / Program	Mechanism	New Construction	Completed New	Rehab	Completed Rehab
Brigantine Rehab Program	Rehab			11	8
Market to Affordable Program	Market to Affordable	5			
Unmet Need	Unmet Need				
		5		11	8

ATLANTIC

BUENA BORO

Project / Program	Mechanism	New Construction	Completed New	Rehab	Completed Rehab
Buena Rehab Program	Rehab			15	15
Buena Senior Housing	New Construction - 100% Afford	77			
Daniel Muccio Parkview Gardens	New Construction - 100% Afford	60	60		
Elywn Group Home	Supp/Spec Needs Hsg	4	4		
Vineland Development Center 1	Supp/Spec Needs Hsg	4	4		
Vineland Development Center 2	Supp/Spec Needs Hsg	4	4		
Zion, Inc.	Supp/Spec Needs Hsg	3	3		
		152	75	15	15

ATLANTIC

BUENA VISTA TWP

Project / Program	Mechanism	New Construction	Completed New	Rehab	Completed Rehab
Prior Round Proposal	New Construction - 100% Afford	14			
Rehab Program	Rehab			16	
		14		16	

ATLANTIC

EGG HARBOR CITY

Project / Program	Mechanism	New Construction	Completed New	Rehab	Completed Rehab
Accessory Apartment Program	Accessory apartments	13			
Career Opportunity Development, Inc. 1	Supp/Spec Needs Hsg	5	5		
Career Opportunity Development, Inc. 2	Supp/Spec Needs Hsg	4	4		
Downtown Redevelopment Area	Redevelopment	100			
Egg Harbor City Rehab Program	Rehab			38	30
Renaissance Plaza	Redevelopment	16			
Rittenberg School Site	New Construction - 100% Afford	83			
		221	9	38	30

ATLANTIC

EGG HARBOR TWP

Project / Program	Mechanism	New Construction	Completed New	Rehab	Completed Rehab
Accessory Apartment Program	Accessory apartments	10			
ARC of Atlantic County 1	Supp/Spec Needs Hsg	4	4		
ARC of Atlantic County 2	Supp/Spec Needs Hsg	2	2		
ARC of Atlantic County 3	Supp/Spec Needs Hsg	4	4		
ARC of Atlantic County 4	Supp/Spec Needs Hsg	5	5		
ARC of Atlantic County 5	Supp/Spec Needs Hsg	60			
Caring House 11	Supp/Spec Needs Hsg	4	4		
Caring House 2	Supp/Spec Needs Hsg	4	4		
Caring House 3	Supp/Spec Needs Hsg	3	3		
Caring House 4	Supp/Spec Needs Hsg	4	4		

The projects, programs, and units in this report are based on information provided by each municipality, which is updated on an ongoing basis. Inclusion of an affordable housing program or project on this report does not certify that the units exist and/or meet COAH's criteria for credit.

Project / Program	Mechanism	New Construction	Completed New	Rehab	Completed Rehab
Accessory Apartment Program	Accessory apartments	4			
Barnegat RCA Rehab Program	Rehab			47	37
Colts Neck RCA - RCA Rehab Program	Rehab			68	12
Colts Neck RCA - Seaview Manor	New Construction - 100% Afford	39	39		
Inclusionary Zoning	Inclusionary Development	39			
LBHA - Garfield Court I	Inclusionary Development	61	61		
LBHA - Garfield Court II	New Construction - 100% Afford	73			
LBHA - Gregory School	New Construction - 100% Afford	100			
LBHA - Homeownership Program	New Construction - 100% Afford	31			
LBHA - Presidential Estates	New Construction - 100% Afford	70	70		
Long Branch RCA Excess Funds	Rehab			17	17
Long Branch Rehab Program	Rehab			200	
Lower Broadway Redevelopment	Redevelopment	105			
Market to Affordable Program	Market to Affordable	4			
Middletown Twp RCA / Long Branch Rehab Program	Rehab			150	146
Overall Redevelopment	Redevelopment	32			
Riverwalk - Proctor Estates	New Construction - 100% Afford	48	48		
Riverwalk - Scattered Site	New Construction - 100% Afford	34	34		
Seaview Manor	New Construction - 100% Afford				
Wall RCA / Long Branch Rehab Program	Rehab			165	170
West Windsor RCA - RCA Rehab Program	Rehab			33	15
		640	252	680	397

MONMOUTH

MANALAPAN TWP

Project / Program	Mechanism	New Construction	Completed New	Rehab	Completed Rehab
ARC - 1	Supp/Spec Needs Hsg	6	6		
ARC - 2	Supp/Spec Needs Hsg	6	6		
Cerebral Palsy	Supp/Spec Needs Hsg	3	3		
Developmental Services of NJ, Inc.	Supp/Spec Needs Hsg	4	4		
Future Inclusionary Zoning	Inclusionary Development				
Heritage Village	New Construction - 100% Afford	100	100		
Knob Hill	Inclusionary Development	100	100		
Lewis Street	New Construction - 100% Afford	10			
Manalapan Rehab Program	Rehab			58	58
Millhurst Road - 100% affordable	New Construction - 100% Afford	85			
Millhurst Road - spec needs	Supp/Spec Needs Hsg	35			
Samaritan Center	Inclusionary Development	67	67		
The Meadows	Inclusionary Development	26	26		
Tracy Village	Inclusionary Development	28	28		
Wood Avenue	New Construction - 100% Afford	80			
		550	340	58	58

MONMOUTH

MANASQUAN BORO

Project / Program	Mechanism	New Construction	Completed New	Rehab	Completed Rehab
Accessory Apartment Program	Accessory apartments	10			
Block 73 - Overlay Zone	Unmet Need				
Block 82 - Overlay Zone	Unmet Need				
Post 2000 Rehab Program	Rehab			10	10
Residential Over Commercial Program	Other Innovative Approaches				
Unmet Need	Unmet Need				
		10		10	10

MONMOUTH

MARLBORO TWP

The projects, programs, and units in this report are based on information provided by each municipality, which is updated on an ongoing basis. Inclusion of an affordable housing program or project on this report does not certify that the units exist and/or meet COAH's criteria for credit.

Project / Program	Mechanism	New Construction	Completed New	Rehab	Completed Rehab
Amboy Road - Phase 1	New Construction - 100% Afford	86			
Amboy Road - Phase 2	New Construction - 100% Afford	90			
Bluh and Batelli	Inclusionary Development	50			
Easter Seals	Supp/Spec Needs Hsg	4	4		
Entron Redevelopment Area	Redevelopment	50			
Glenbrook	Inclusionary Development	80	80		
Hamilton Mobile Home Park	Inclusionary Development	22	22		
Marlboro Motor Lodge	New Construction - 100% Afford	91			
Marlboro Rehab Program	Rehab			45	
Northpointe	Inclusionary Development	85			
Pointe de Jardin	Inclusionary Development	101	101		
Site 9B - Weitz	Inclusionary Development	49			
		708	207	45	

MONMOUTH

MIDDLETOWN TWP

Project / Program	Mechanism	New Construction	Completed New	Rehab	Completed Rehab
199 Laurel Associates (Steiner) Inclusionary	Inclusionary Development	9			
Accessory Apt Program - R2	Accessory apartments	29	29		
Accessory Apt Program - R3	Accessory apartments	23			
Atlantic Pier Company	Inclusionary Development	8			
Beacon Place	Inclusionary Development	28	28		
Brookside Group Home	Supp/Spec Needs Hsg	4	4		
Browns Landing	Inclusionary Development	2			
Coe Group Home	Supp/Spec Needs Hsg	10			
Collins Group Home	Supp/Spec Needs Hsg	4	4		
Community Options Group Home	Supp/Spec Needs Hsg	4			
Cottage Gate	Inclusionary Development	13	13		
Departmental Disabilities Assn Group Home	Supp/Spec Needs Hsg	4	4		
Edgewater Park I and II	New Construction - 100% Afford	180	180		
Emad Elgohail - Residential Over Commercial	Other Innovative Approaches	12			
Four Ponds (Avaya)	Inclusionary Development	75			
Harmony Glen	Inclusionary Development	18			
HUS with Allies Group Home II	Supp/Spec Needs Hsg	4			
HUS with Monarch Group Home I	Supp/Spec Needs Hsg	4			
Kings Row Senior Development	New Construction - 100% Afford	26	26		
Laurel Greene	Inclusionary Development	24	24		
Luftman Pavilion	New Construction - 100% Afford	60	60		
Market to Affordable Program	Market to Affordable	10			
Meadowview Inclusionary Development	Inclusionary Development	9			
Middletown Rehab Program	Rehab			154	33
Mogas - Residential Over Commercial	Other Innovative Approaches	12			
Mountain Hill Property	Inclusionary Development	80			
Municipally Sponsored Project	New Construction - 100% Afford	115			
Municipal Scattered Site - Round 2	New Construction - 100% Afford	25	25		
Municipal Scattered Site - Round 3	New Construction - 100% Afford	15			
Outlook America Group Home	Supp/Spec Needs Hsg	4	4		
Park Ferry	Inclusionary Development	6	6		
Regency Park	Inclusionary Development	16	16		
Residential Over Commercial - Proposed	Other Innovative Approaches	7			
Rosen Investment-Residential Over Commercial	Other Innovative Approaches	8			
Schwartz/Taylor Lane	Inclusionary Development	72			
Stavola Inclusionary Development	Inclusionary Development	2			
Steiner & Frustacci Inclusionary Development	Inclusionary Development	35			
Villages at Chapel Hill	Inclusionary Development	30	30		
Wallace Point	New Construction - 100% Afford	12			
Whirl - Residential Over Commercial	Other Innovative Approaches	2			
		1,001	453	154	33

The projects, programs, and units in this report are based on information provided by each municipality, which is updated on an ongoing basis. Inclusion of an affordable housing program or project on this report does not certify that the units exist and/or meet COAH's criteria for credit.

3A
A-14

RESOLUTION

TOWNSHIP OF MARLBORO
ZONING BOARD OF ADJUSTMENT
RESOLUTION OF MEMORIALIZATION
MONMOUTH COUNTY, NEW JERSEY
BIFURCATED USE VARIANCE RELIEF

Approved: December 18, 2012
Memorialized: January 29, 2013

MATTER OF FSP-MARLBORO, LLC

APPLICATION NO. ZB12-6438

WHEREAS, a bifurcated application for use variance relief to permit development of an assisted living facility in a zone where it is not permitted, has been made to the Marlboro Township Zoning Board of Adjustment (hereinafter referred to as the "Board") by FSP-Marlboro, LLC (hereinafter referred to as the "Applicant") on lands known and designated as Block 176, Lots 38, 39, 40 & 41 (hereinafter the "Property") as depicted on the Tax Map of the Township of Marlboro (hereinafter "Township"), and more specifically located at 23 & 53 Route 520 in the Office/Professional/Transitional ("OPT-2") Zone; and

WHEREAS, public hearings were held before the Board on April 17, 2012, May 15, 2012, July 10, 2012, August 21, 2012, October 16, 2012, November 20, 2012 and December 18, 2012 with regard to this application; and

WHEREAS, the Board has heard testimony and comments from the Applicant, witnesses and consultants, and with the public having had an opportunity to be heard; and

WHEREAS, a complete application has been filed, the fees as required by Township Ordinance have been paid, and it otherwise appears that the jurisdiction and powers of the Board have been properly invoked and exercised; and

WHEREAS, the following exhibits were marked into evidence:

- A – 1 Petition on Appeal
- A – 2 Denial by Zoning Officer
- A – 3 Indemnification and Hold Harmless Agreement
- A – 4 Disclosure Statement
- A – 5 Tax Collector's Certification
- A – 6 W-9
- A – 7 Notice To Adjoining Property Owners
- A – 8 List of Property Owners within 200 feet
- A – 9 Certified White Receipts and Green Cards
- A - 10 Affidavit of Publication
- A – 11 Affidavit of Service
- A – 12 Affirmation of Local Pay to Play Ordinance
- A – 13 Owners Affidavit of Authorization and Consent
- A – 14 Application Affidavit of Completeness
- A – 15 Marc D. Cohen, Marlboro Township Zoning Board
Resolution 83-5202, Executed November 1, 1983.
- A – 16 Sunrise Development, Inc., Zoning Board Resolution
08-6343 Dismissing Application Without Prejudice for
Block 176, Lots 38, 39, 40 & 41, Dated January 6, 2009.
- A – 17 Planning & Zoning Analysis, for Block 176, Lots 38, 39,
40 & 41, prepared by Kauker & Kauker, LLC, 356 Franklin
Avenue, Wyckoff, NJ, Dated 2/27/12.
- A – 18 Fiscal Impact Analysis, Shelbourne Development for
Block 176, Lots 38, 39, 40 & 41, prepared by Kauker
& Kauker, LLC, 356 Franklin Avenue, Wyckoff, NJ,
Dated 2/27/12.
- A – 19 Use Variance Application for Block 176, Lots 38, 39, 40 & 41,

Prepared by Lawrence E. Bozik, Dresdner Robin Hanson
Engineering Division, 7 Doig Road, Wayne, NJ.
Dated 2/22/12.

- A – 20 Report prepared by John W. Borden, Fire Sub-Code Official/Fire Official, Marlboro Township, Dated March 8, 2012.
- A – 21 Report from Birdsall Services Group prepared by James Priolo, P.E., P.P., C.M.E. dated April 9, 2012.
- A – 22 Report from Marlboro Township Environmental Commission dated March 28, 2012
- A – 23 Traffic report from French & Parrello, prepared by Mark Kataryniak, P.E., PTOE, dated April 12, 2012.
- A – 24 Report for Block 176 Lots 38,39,40,41 prepared by Richard S. Cramer, T&M Associates, Eleven Tindall Road, Middletown, NJ, Dated April 16, 2012.
- A – 25 Notice To Adjoining Property Owners
- A – 26 List of Property Owners within 200 feet
- A – 27 Certified White Receipts and Green Cards
- A - 28 Affidavit of Publication
- A – 29 Affidavit of Service
- A – 30 FAR Corrected May 17, 2012, prepared by Richard S. Cramer, PP, T&M Associates, Eleven Tindall Road, Middletown, NJ.
- A – 31 Notice To Adjoining Property Owners
- A – 32 List of Property Owners within 200 feet
- A – 33 Certified White Receipts and Green Cards
- A - 34 Affidavit of Publication
- A – 35 Affidavit of Service
- A – 36 Color rendering of site plan sheet 3 of 4
- A – 37 Concept Plan # 1 Office Building Use

- A - 38 Concept Plan # 2 Medical Building
- A - 39 Email transmitted 7/12/12 from the office of Marc D. Policastro:
Formal record of the Jayber, Sunrise and Caliber cases.
- A - 40 Use Variance Application Assisted Living Residence For
Shelbourne Healthcare Development Group, LLC, for Block 176,
Lots 38, 39, 40 & 41 including Boundary and Topographic Survey,
Preliminary Site Plan, Preliminary Utility & Drainage Plan revised
August 3, 2012.
- A - 41 Character Sketch prepared for Marlboro Assisted Living
(Formation-Shelbourne) By Perkins & Will, Dated August 6, 2012.
- A - 42 Traffic Engineering Assessment prepared by Shropshire
Associates, LLC, 662 Main Street, Suite B, Lumberton, NJ, Dated
8/08/12.
- A - 43 Correspondence from David R. Shropshire, PE, responding to
Traffic Engineering Review No. 1 by Mark Kataryniak, dated April
12, 2012.
- A - 44 Second Planning Review dated August 16, 2012 by Richard
Cramer of T & M Associates.
- A - 45 Traffic Engineering Report No. 2 from Mark Kataryniak of French
and Parrello, dated August 20, 2012
- A - 46 Preliminary Site Plan for Assisted Living Residence for
Shelbourne Health Development Group, LLC, Block 176
Lots 38, 39, 40 & 41 by Lawrence E. Bozik, Dresdner Robin,
Hanson Engineering Division, 7 Doig Road, Wayne, NJ,
Dated 2/22/12 Sheets 1 - 4.
- A - 47 Formation-Shelbourne, Senior Living Services, LLC, Perkins & Will,
Level 1 Floor Plan, Level 2 Floor Plan, Level 3 Floor Plan and Site
Section, Dated August 6, 2012.
- A - 48 Survey/Preliminary Site Plan for Block 176, Lots 38, 39, 40 & 41,
prepared by Lawrence Bozik, Dresdner Robin, Hanson Engineering
Division, 7 Doig Road, Wayne, NJ, Dated 9/04/12.
- A - 49 Floor Plans prepared by Perkins & Will, Dated September 5, 2012.

- A – 50 Third Planning Review prepared for FSP, Block 176, Lots 38, 39, 40 and 41, by Richard Cramer, PP, T&M Associates, 11 Tindall Road, Middletown, NJ and Dated 9/13/12.
- A – 51 Email regarding ZB12-6438 stating changes do not substantially alter the traffic concerns stated in the last report, forwarded by Mark W. Kataryniak, PE, French & Parrello, 1800 Route 34, Wall, NJ, dated 9/14/12.
- A – 52 Second Review prepared by James Priolo, Birdsall Services Group, 611 Industrial Way, Eatontown, NJ, dated 9/24/12.
- A – 53 Notice of Public Hearing for October 16, 2012, Marlboro Township Zoning Board of Adjustment, Dated October 2, 2012.
- A – 54 List of Property Owners within 200 feet
- A – 55 Certified White Receipts and Green Cards
- A - 56 Affidavit of Publication
- A – 57 Affidavit of Service
- A – 58 Preliminary Site Plan for a revised two story building, Sheets 3 & 4, Lawrence Bozik, P.E., of Dresdner Robin, Hanson Engineering Division, 7 Doig Road, Suite 1, Wayne.
- A – 59 Architect's rendering showing elevation of the two story building.
- A – 60 Notice To Adjoining Property Owners for October 30, 2012 Meeting dated October 17, 2012, forwarded by Marc D. Policastro, Esq, Giordano, Halleran & Ciesla, PC, 125 Half Mile Road, Red Bank, NJ.
- A – 61 Affidavit of Service
- A – 62 Certified White Receipts and Green Cards
- A - 63 List of Property Owners within 200 feet
- A – 64 Affidavit of Publication Dated October 19, 2012.
- A – 65 Notice To Adjoining Property Owners for November 20, 2012 Meeting dated October 17, 2012, forwarded by Marc D. Policastro, Esq, Giordano, Halleran & Ciesla, PC, 125 Half Mile Road, Red Bank, NJ.

- A – 66 Affidavit of Service
- A – 67 Certified White Receipts and Green Cards
- A – 68 List of Property Owners within 200 feet
- A – 69 Affidavit of Publication Dated November 10, 2012.
- A – 70 Notice To Adjoining Property Owners
- A – 71 List of Property Owners within 200 feet
- A – 72 Certified White Receipts and Green Cards
- A - 73 Affidavit of Publication
- A – 74 Affidavit of Service
- O-1 Aerial and land use map
- O-2 2 color photos, 10/27/12 & 11/17/12
- O-3 2 color photos, 10/26/12 & 11/17/12
- O-4 Local Assisted Living Facilities (6 pages)
- O-5 Part of variance plan with color markings

NOW, THEREFORE, does the Marlboro Township Zoning Board of Adjustment make the following findings of fact and conclusions of law with regard to this application:

1. The property in question is located at the north side of Route 520 east of the intersection with Route 9 and is located within the OPT-2 (Office Professional Transition District-2) Zone. The subject property contains an existing one-story single family dwelling, detached garage, in-ground pool and gravel driveway and another vacant parcel. The Applicant wishes to remove all existing structures and is seeking use variance approval for a 65,770 s.f. 2-story assisted living residence facility.

2. The Applicant initially sought bifurcated use variance relief to permit the development of a 3-story, 72,225 s.f., 86-unit assisted living facility, along with associated site improvements, including off-street parking and driveways, stormwater management facilities, lighting and landscaping. The application was ultimately revised to request a two-story building containing 79 units.

3. The site is a 6.54 acre Property located in the OPT-2 Office/Professional/Transition Zoning District. An assisted living facility is not a permitted use within the OPT-2 Zone (nor in any other zone in the Township) and, therefore, the Applicant sought a d(1) variance with respect to the use.

4. In addition, the Applicant also originally sought "d" variance relief in order to permit a floor area ratio ("FAR") of 0.254, whereas the Ordinance permits 0.20; a building height of 46 feet, whereas the Ordinance permits a maximum building height of 35 feet in the zone; and density of 13.154, whereas the Ordinance permits a zero density for new residential construction in the zone. The application was later revised to seek a 0.246 FAR and the request for the height variance was eliminated when the structure was reduced to two stories.

5. Marc Policastro, Esq. of Giordano, Halleran & Ciesla, appeared on behalf of the Applicant. Mr. Policastro explained that the Applicant was seeking bifurcated use variance relief in order to develop an assisted living center where such use is not permitted in the OPT-2 Zone. He also stated that the Applicant was only seeking use variance relief at this time and would return at a later date for site plan approval in the event relief was granted.

6. Mark Vincent, Esq. of Conrad and Vincent, appeared on behalf of a group of 20 property owners from the adjacent residential area who appeared in objection to the

application. Mr. Vincent replaced Edward Liston, Esq. who represented the Objectors at the first hearing.

A. The Initial Plan

7. Lawrence Bozik, P.E. of Dresdner Robin provided expert engineering testimony on behalf of the Applicant after his qualifications were accepted by the Board. Bozik testified that a 3-story building was designed for the project in order to allow a smaller building footprint to maintain the maximum buffer area possible between the proposed building and the residential properties to the east. The proposed building coverage for the original design was 9.1 percent (9.1%) of the site whereas permitted building coverage in the zone was 20 percent (20%). As described by Bozik, the proposed use requires only 0.5 parking spaces per unit or a total of 43 spaces required for the proposed 86-unit development. The Applicant proposed 50 parking spaces in connection with its facility. Bozik explained this low parking demand allowed the Applicant to minimize impervious coverage, so that the proposed impervious coverage was only 24.1 percent (24.1%) of the site, whereas the Ordinance permits up to 50 percent (50%). All of the proposed setbacks were much larger than the minimum required in the zone. The Applicant was proposing a front yard setback of 80 feet whereas the Ordinance required a minimum of 40 feet. The Ordinance required only a 10 foot side yard setback, whereas the Applicant was proposing a side yard on the west of 68 feet and on the east, adjacent to the residential areas, the side yards were a minimum of 82 feet, but for most of the length of the building the side yard was actually 100 feet from the property line. In addition to the substantially larger side yard, the Applicant also proposed providing a sizeable buffer on the eastern portion of the property. The Ordinance requires buffers for residential areas of 10 feet whereas the Applicant proposed a buffer of 50 feet along the

eastern property line. The existing trees in the buffer area would be preserved wherever possible. In addition the Applicant was proposing to supplement the buffer with additional landscaping.

8. For comparison purposes, Bozik presented concept plans for two (2) uses that would be permitted in the zone, a professional office building and a medical building, which he indicated complied with all of the Township Ordinance bulk requirements. He explained that these concept plans were submitted to demonstrate how much more intense a possible permitted use on the site could be than what the Applicant was proposing.

9. In addressing particular comments contained within the Board's Planner's April 16, 2012 Report, Bozik indicated that EcolSciences had delineated the wetlands on the Property on behalf of the Applicant and that delineation was shown on the plans then before the Board. He further testified that EcolSciences opined that the wetlands are of intermediate resource value subject to a 50 foot transition area. He estimated that the wetlands areas on the Property constituted about 15 to 20 percent (15 to 20%) of the Property. Bozik stated the Applicant plans to leave the wetlands undisturbed. He indicated the Applicant does not yet have an LOI from NJDEP.

10. During cross-examination by Objectors' Attorney, Mark Vincent, Bozik testified that the site is primarily wooded and that the Applicant had counted approximately 650 trees existing on the Property. Of that number, he indicated approximately 250 trees would have to be removed in connection with the development and that 60 percent (60%) of the site would remain wooded. Also, he stated the Applicant would be adding approximately 100 new trees to the Property. Bozik also testified that, although the grade

varies between the proposed building and the existing residential lots, the residential lots are generally higher than the proposed development site.

11. When asked by Board members the reason for the 3-story design for the proposed facility, which triggered the need for a height variance, Bozik explained the purpose was to create a smaller building footprint in order to allow greater buffer area from the adjacent residential uses.

12. A residential property owner expressed concern that the 46 foot high 3-story building would "dwarf" the single-story residences across the street from the Property. Bozik opined the size and scale of the proposed facility would not have an adverse impact on the residences because of the significant distance between the proposed building and the residences.

13. David Shropshire, P.E., P.P. testified next on behalf of the Applicant as an expert in traffic engineering. Shropshire testified that the proposed assisted living facility use will generate very little additional traffic in the area, especially during peak hours. He explained that the scheduled shifts for an assisted living facility--7:00 a.m. to 3:00 p.m., 3:00 p.m. to 11:00 p.m., and 11:00 p.m. to 7:00 a.m.-- result in traffic entering and leaving the site during non-peak traffic times. He explained that peak demand for parking on-site occurs during the shift change from 2:45 p.m. to 3:15 p.m. Even at its peak, he opined, the amount of traffic to be generated by the proposed use would be nominal, especially in comparison to the much more intense traffic impacts associated with uses that are permitted in the zone.

14. In response to questions raised by the Board's Traffic Engineer, Mark Kataryniak, PE, Shropshire testified that the less intense traffic generation associated with the proposed use would minimize conflicts related to site access at the proposed

driveway. He stated he had performed a gap study which demonstrated sufficient gaps to safely permit a small number of left turns that would be entering or exiting this use. He also stated he has recommended that the Applicant seek approval to restripe Route 520 in order to create a left turn only lane. Although Shropshire has observed traffic queuing on Route 520 at two (2) times during the peak hour, he stressed once again the advantage of the nominal traffic generation associated with the proposed use compared to other permitted uses.

15. Shropshire also testified that the proposed facility would receive two to three food deliveries per week in single-unit trucks, not tractor-trailers. In addition, all deliveries and trash pickups would occur during the day. The proposed facility would require two (2) trash pickups per week. The Applicant does not expect that these activities will create any noise disturbance for the surrounding properties.

16. The Board's Traffic Engineer stated he had concerns over the traffic volume on Route 520 and asked Shropshire about trip generation on Saturdays when visitors would be expected to come to the facility. Shropshire agreed that Saturday peak hours for this type of use are higher than weekday peak hours.

17. In response to questions from the Board, Shropshire confirmed that on-site circulation would be designed to accommodate emergency vehicles. He also testified that the Applicant would not be adding a new traffic light on Route 520. He testified he had performed a sight distance study and the study demonstrated sight distances were sufficient for safe ingress and egress.

18. At the conclusion of Shropshire's initial testimony, the Board's Traffic Engineer, as well as several neighboring property owners, expressed significant concern over the effects on traffic safety of the proposed left turn lane on Route 520.

19. Joseph F. McElwee, a partner with Shelbourne Healthcare, testified as a representative of the Applicant about the operations of the proposed assisted living facility. He stated the 86 proposed living units would consist of 57 assisted living units on the first and second floors and 29 dementia units on the third floor of the building, which would be a secured unit. The units are one and two room suites and no cooking facilities are located within any of the individual units. The building and the associated site improvements are designed to be residential in character. Unlike a nursing home, the residents of an assisted living facility do not require full-time medical attention. There would be one (1) full-time RN and several LPNs on staff at the facility.

20. McElwee explained that 10 percent (10%) of the "beds" within the assisted living facility must be "COAH equivalents", i.e. they must be reserved for Medicaid residents. In the proposed 86-unit facility, there would be between 100 and 110 beds. Ten percent (10%) of the beds would be equal to 10 to 11 COAH equivalent units. The Board's Planner, Richard Cramer, asked the Applicant to confirm that it would comply with the COAH regulations applicable to assisted living facilities contained in N.J.A.C. 5:97-6.11 in order to insure that the Township would receive credit for any COAH equivalents located within the proposed facility. At a subsequent hearing, the Applicant's attorney stated the Applicant would agree to a deed restriction regarding the COAH equivalent units.

21. The Board members discussed with McElwee whether residents at the facility would own automobiles. McElwee agreed that, if the Board conditioned its approval on it, the Applicant would impose a restriction on residency prohibiting residents from owning cars. McElwee stated that 99 percent (99%) of the residents are 85 years old at

least and in frail condition. Generally, residents at the assisted living facilities are full-time residents.

22. In response to a question from the Board regarding the impact of such a facility on emergency services, McElwee stated he believed that, based on experience at similar facilities, on average there are between four (4) and eight (8) "911" calls per month generated by an assisted living facility. He agreed to have the Applicant's traffic expert include 911 call trips within the traffic impact report. McElwee testified that transportation for residents would be provided by one (1) 14-passenger van that would be kept at the facility and may make two (2) to three (3) trips per day.

23. McElwee stressed the Applicant prefers to develop assisted living facilities within or adjacent to residential areas in order for the residents of the facility to feel they are part of the community. He indicated it is common practice for the assisted living facilities to invite local rotary groups, senior groups, etc., to use the facility's common areas for meetings and events, etc. One of the neighboring residential property owners raised a concern that making the common areas in the facility available to community groups will create additional traffic problems when those groups convene meetings or hold events at the site. In response, the Applicant agreed to have its traffic engineer include this consideration in the traffic impact report.

B. The First Revised Plan

24. At the August 21, 2012 hearing on this application, the Applicant's attorney, Mr. Policastro, informed the Board the Applicant had had discussions with neighboring property owners and their counsel. As a result of concerns raised in those discussions, the Applicant had submitted revised plans to the Board demonstrating a reduction in the size and scope of the project, which it presented that evening.

25. The Applicant's engineer, Mr. Bozik, testified about the revised site plan before the Board. He stated that the goal of the revisions was to be sensitive to the neighboring property owners by reducing the impact on those properties located to the east. In the revised plan, the number of units in the proposed facility was reduced from 86 to 79 and the number of parking spaces was reduced from 50 to 47. These reductions resulted in increasing both the front yard and side yard setbacks. The front yard which was originally 81 feet was increased to 91 feet to the building, itself, and 85 feet to a new porch element added to the design of the building. The side yard on the east between the proposed building and the residential properties which was originally 83 feet was revised to a minimum of 100 feet and the buffer area was increased from 52 feet to 60 feet. On the west, however, the side yard was reduced from 68 feet to 44 feet. The revisions also reduced the percentage of building coverage from 9.1 percent (9.1%) to 8.9 percent (8.9%) and the gross floor area of the building from 72,225 square feet to 66,160 square feet. Although the FAR was reduced from 0.254 to 0.246, a "d" variance would still be required with respect to FAR. As recommended by the Board at the prior meeting, a designated van parking space was also added to the plan. In addition, the kitchen area was relocated within the building in order to reduce the amount of activity and paving area in the rear of the building so as to move activity further away from the residential areas.

26. A residential neighbor expressed concern over the status of the buffer area and asked if the number of trees to be removed from that area had been changed along with the revisions. Bozik testified that a tree count had not been quantified as part of these revisions but opined that the increased side yard setback in that area would create an opportunity to preserve more existing trees in that buffer area. He confirmed that a full

landscape plan by a landscape architect would be submitted as part of a site plan application in the event the variance application is approved.

27. The owner of the Goddard School, which is adjacent to the western side of the Property, asked about the buffer along that western property line. Bozik testified that the parking area will be approximately 10 feet from that property line and, therefore, essentially that entire area will be re-landscaped. Stating she did not object to the application, the school owner expressed her concern, however, over the height of the building. She stated she worried about the safety of the children at the school in the event the proposed 3-story building should catch on fire.

28. Applicant's architect, Paul Donaldson, licensed in 15 states including New Jersey, testified next on behalf of the application. He stated that he had prepared the plans for the 3-story building with the third story being a secured "Memory Care Unit." He testified the exterior of the building is designed to resemble neighborhood aspects. It is also designed to withstand fire and to "defend in place" for the security of the residents who cannot evacuate the building. In response to a question from a Board member, Donaldson indicated that it would be possible to design the building with a flat roof but it would completely lose any residential "hospitality" character. He said a flat roof would reduce the overall building height of the 3-story building by only 3 to 4 feet.

29. In light of the Board's and neighbors' concerns about the size of the proposed facility, Board Attorney, Ronald Cucchiaro, Esq., asked the Applicant whether a building similar to the "Sunrise at Madison" project's 2-story design would work on the Property. The Applicant testified that could be done but the footprint of the 2-story building would be much larger than what is now proposed. He estimated that the footprint increase would be approximately 11,000 square feet so that setbacks would become much smaller.

Donaldson testified that the building footprint could not be expanded to the north of the Property because of the wetlands areas located there.

30. Traffic expert, David Shropshire, provided further testimony regarding the left turn issue in response to concerns raised by the Board's Traffic Expert at a prior meeting. He stated the proposed short left turn lane will accommodate only a single car because there will not be high demand for a left turn from Route 520 into the site. In addition, he stated that sight distance issues associated with left turns at this site would affect only a left turn out of the driveway.

31. At the conclusion of Shropshire's testimony, several neighbors expressed safety concerns over the increase in traffic volume.

C. The Final Revised Plan

32. The Applicant's Engineer, Lawrence Bozik, returned on October 16, 2012 to provide additional testimony concerning further revisions the Applicant had made in the site plan in response to comments from the Board and the objecting neighbors. The building design was revised to a 2-story building containing 79 units. He stated the bulk conditions for side and rear yard setbacks have changed accordingly but continue to exceed the minimums required by Ordinance. The side yard setback on the eastern side of the Property adjacent to the residential area is now 75 feet, whereas, the Ordinance permits a minimum side yard of 10 feet. Removing the third story has reduced the building height sufficiently so that it complies with the Ordinance requirements and thus, the need for a building height variance is eliminated.

33. At the conclusion of Bozik's testimony, Objectors' Attorney Vincent inquired whether the reduction of the buffer area would result in a grade change in that area. Bozik responded that the reduced buffer would not cause any change in grade.

34. Michael F. Kauker, P.P. of Kauker & Kauker, provided expert planning testimony on behalf of the Applicant. He stated assisted living facilities are comparable to other housing facilities for the aged which are inherently beneficial. He testified that the development of assisted living facilities is in the public interest due to the increase in the number of people 65 and older. Further, he stated the Applicant does not have to demonstrate any hardship for an inherently beneficial use as long as the negative criteria have been satisfied. He stressed there are benefits in making constructive use of this site which, he stated, is particularly suited for the proposed use. Kauker noted the proposed development is well under the permitted building coverage and impervious lot coverage. He also asserted the proposed use is a more "benign" use than an office building, which is a permitted use.

35. In furtherance of the Applicant's position that the proposed Assisted Living Facility is an inherently beneficial use, the Applicant's Attorney submitted a legal memorandum and New Jersey case law that he asserted demonstrated that New Jersey Courts have found assisted living-type facilities to be inherently beneficial.

36. Asked by the Objectors' Attorney why the Applicant had chosen this site, why the Applicant felt this site was "better", the Applicant's Attorney mentioned accessibility to major roadways and the site's proximity to residential uses. The Applicant's Planner, Kauker, stated that the Applicant is not required to show that a site for an inherently beneficial use is "better", merely that it is particularly suited.

37. Asked by a residential neighbor whether the proposed use is a better use for the site than any of the permitted uses, Kauker opined the proposed use is a hybrid of business and residential uses and, therefore, is a better fit with the neighborhood than, for example, an office building which has no residential character.

38. The Applicant's traffic expert, Shropshire, reiterated that, based on comparison of peak hour volumes, the traffic activity of the proposed use is relatively small when compared to that of an office building.

39. The Board's Planner, Mr. Cramer, said the stated purpose of the OPT-2 Zone is to provide a transition from a commercial district to a residential one.

40. Asked by the Board Planner whether, in his professional opinion, the proposed use is an appropriate "transitional use", Thomas Thomas, P.P., providing expert planning testimony on behalf of the Objectors' group, opined that the proposed use is not appropriate as a "transition use". He asserted that the proposed use, being a 24 hour/ 7 day per week use would have a far greater impact on the residential areas than the daytime-weekday uses permitted in the zone, such as professional office buildings. He stated, further, that the 24 hour/ 7 day use is not at all what is anticipated by the permitted uses in the zone. He opined that in order to mitigate the impact of the proposed use, the Applicant could substantially reduce the size of the building and the number of units, keep the building to no more than two (2) stories and preserve the steep slopes areas along the eastern property line.

41. The Board's Traffic Expert Kataryniak noted the Applicant had revised its original full-movement driveway to restrict against left turns out of the site but retained full movement into the site with the proposed left turn lane. He reiterated that the Applicant has explained that the desire to create the left turn lane into the driveway is an attempt to mitigate or eliminate the need for traffic on Route 520 to use the residential area of Bluffs Court to turn around in order to enter the site. Kataryniak reminded the Board that the driveway will be under County jurisdiction. Board Attorney, Cucchiaro, explained that the Board's approvals are always subject to a condition that the Applicant receive all outside

agency approvals which would include the County's approval of this application. He explained, further, that in the event the Board approved the variances requested by this Applicant, but the Applicant was unable to obtain County approval for the left turn lane on Route 520, the Applicant would be required to return to the Board with an amended plan.

42. In response to questions from the Board and its professionals, Mr. Thomas opined the Applicant's proposed 0.246 FAR, which is in excess of the Ordinance maximum of 0.20, cannot be described as "de minimis" because it requires a "d" variance. He found even the reduced FAR associated with the revised proposal to be problematic, saying the Applicant must go down to the maximum FAR of 0.20. He stated his concern is not for the traffic issues associated with this use but for the FAR. He admitted that traffic from the proposed use will be less than other permitted uses would generate.

43. Mr. Thomas also agreed with the testimony presented by the Applicant's witnesses that the proposed use was inherently beneficial. He did, however, maintain that he did not believe that the Applicant had satisfied the negative criteria.

44. In response to a Board request for clarification, Joseph McElwee stated that the proposed facility would operate three (3) shifts. The first shift from 7:00 a.m. to 3:00 p.m. would have approximately 27 employees on site; the second shift from 3:00 p.m. to 11:00 p.m. would have approximately 20 employees on site and the overnight shift from 11:00 p.m. to 7:00 a.m. would have a staff of 4.

45. Residential property owner Louis Fiorica testified in opposition to the application. Fiorica submitted into evidence photos to demonstrate the unobstructed visibility into the site from Bluffs Court properties during autumn and winter, especially, to demonstrate the impact of the proposed development on Bluffs Court residences and

photos of traffic on Route 520 to demonstrate traffic queuing and sight distances on Route 520 near the location of the subject property, as well as overflow parking from the Goddard School on Bluffs Court. Fiorica expressed concern that the proposed development would create significant traffic problems on Route 520 and, especially, with respect to traffic safety issues on Bluffs Court.

46. Residential property owner Herbert Green also testified in opposition to the application. Green submitted into evidence six (6) pages of photographs of Local Assisted Living Facilities in order to demonstrate his belief that these facilities are usually developed as "stand-alone" developments which are not adjacent to residential areas. Green expressed concerns that the proposed development will negatively impact the quality of life as well as the property values of the homeowners on Bluffs Court.

47. Residential property owner Marie Green also testified in opposition to the application. Mrs. Green cited her concerns over traffic volume and traffic safety on Bluffs Court.

48. Residential property owner Ed Zglobicki testified in opposition to the application. Zglobicki stated that the size and scope of the development is too large, the use is not a permitted use in the zone and the size, configuration and location make this proposed use not particularly suited to this site. He asserted the 24-hour/ 7 day operation will be more of a nuisance to local residents than an office use would be. He repeated his concern that outside use of the facility's conference rooms would create additional traffic issues. Submitting into evidence a marked up portion of the Applicant's plan to show the location of his driveway vis-a-vis the proposed Applicant's driveway, Zglobicki stated the proposed left turn lane will negatively impact safe use of his

driveway. He also said the proposed position of the Applicant's driveway would allow headlights from automobiles leaving the site to shine into his home which is directly across from the proposed driveway.

WHEREAS, the Marlboro Township Zoning Board of Adjustment, having reviewed the proposed application and having considered the impact of the proposed application on the Township and its residents to determine whether it is in furtherance of the Municipal Land Use Law; and having considered whether the proposal is conducive to the orderly development of the site and the general area in which it is located pursuant to the land use and zoning ordinances of the Township of Marlboro; and upon the imposition of specific conditions to be fulfilled, hereby determines that the Applicant may be granted use variance relief pursuant to N.J.S.A. 40:55D-70d(1), N.J.S.A. 40:55D-70d(4) and N.J.S.A. 40:55D-70d(5).

The Board finds that the Applicant has proposed a use not permitted in the zone and therefore requires use variance relief. In addition, the proposed facility exceeds the floor area ratio ("FAR") and density permitted in the zone. Under the Municipal Land Use Law, a Board of Adjustment, when considering a "d" variance, cannot grant relief unless sufficient special reasons are shown and there is no substantial impairment of the intent and purpose of the zone scheme and Zoning Ordinance. In addition, the burden of proof is upon the applicant to establish the above criteria. It is the Board's responsibility, acting in a quasi-judicial manner, to weigh all the evidence presented before it by both the applicant and all objectors, and reach a decision which is based upon findings of fact and conclusions of law and is not arbitrary, unreasonable or capricious.

The New Jersey Courts have been willing to accept a showing of extreme hardship as sufficient to constitute a special reason. The courts have indicated that there is no precise formula as to what constitutes special reasons unless the use is determined to be inherently beneficial, and that each case must be heard on its own circumstances. Yet, for the most part, hardship is usually an insufficient criteria upon which the Board can grant a variance. In addition, special reasons have been found where a variance would serve any of the purposes of zoning as set forth in N.J.S.A. 40:55D-2. However, in the last analysis, a variance should only be granted if the Board, on the basis of the evidence presented before it, feels that the public interest, as distinguished from the purely private interests of the applicant, would be best served by permitting the proposed use. In these instances, the Board must also find that the granting of the variance will not create an undue burden on the owners of the surrounding properties. The Board also notes the special reasons requirement may be satisfied if the applicant can show that the proposed use is peculiarly suited to the particular piece of property. With regard to the question of public good, the Board's focus is on the variance's effect on the surrounding properties and whether such effect will be substantial. Furthermore, in most "d" variance cases, the applicant must satisfy an enhanced quality of proof and support it by clear and specific findings by this Board that the variance sought is not inconsistent with the intent and purpose of the Master Plan and Zoning Ordinance. The burden of proof is upon the applicant to establish the above criteria.

The Board first addresses the positive criteria. The Board recognizes that both the Applicant's as well as the Objector's expert planners agreed that the proposed use is inherently beneficial. Although both experts were in agreement, the Board

nonetheless must make its own independent evaluation. The Board finds that the Applicant has sufficiently demonstrated that the proposed Assisted Living Facility Use is recognized as an inherently beneficial use. The Board is particularly persuaded by the reasoning expressed by the Appellate Division in Jayber Inc. v. Municipal Council, 238 N.J. Super. 165 (App. Div.), certif. den. 122 N.J. 142 (1990). There, the Court held that it was "beyond debate" that a congregate care facility was an inherently beneficial use. The Board finds that the proposed assisted living facility in the instant matter enjoys the same inherently beneficial use status as the congregate care facility in Jayber.

As a matter of law, an inherently beneficial use is one that serves the general welfare and, therefore, presumptively satisfies the positive criteria for a use variance. By their very nature, inherently beneficial uses create special reasons for the granting of a use variance. See Sica v. Board of Adjustment of Tp. of Wall, 127 N.J. 152, 160 (1992). In addition, an applicant seeking use variance relief for an inherently beneficial use is not required to satisfy an enhanced standard of proofs for the satisfaction of the negative criteria. The law does not require that an applicant demonstrate that the proposed site for an inherently beneficial use is "particularly suitable" or that it may not be used for a permitted use. See Sica, 127 N.J. at 160-161.

With the positive criteria having been presumptively satisfied, the Board now turns to the negative criteria. The Board once again recognizes that the Applicant is proposing a bifurcated application. It is therefore necessary to briefly discuss the nature of a bifurcated use variance application. A bifurcated application allows a zoning board to consider the use variance issue by itself prior to exercising its ancillary jurisdiction to grant or deny site plan approval. An applicant which receives use variance approval is therefore required to return to the zoning board to subsequently seek site plan approval.

Unlike a planning board application, a bifurcated site plan application is still required to prove the negative criteria. It is therefore possible that an applicant receiving use variance relief is later denied site plan approval for failure to satisfy the negative criteria. See Puleio v. North Brunswick Zoning Board, 375 N.J. Super. 613 (App. Div.), certif. den. 184 N.J. 212 (2005).

The Board now addresses the substantive merits of the negative criteria. The Board finds that the Applicant has revised its plans on several occasions in response to Board comments and public concerns. The Board recognizes that expert testimony has been provided by the Applicant, the Objectors as well as the Board's own professionals. After considering all of this testimony, the Board first finds that the proposed development constitutes an appropriate transitional use between the commercial uses on Route 9 and the residential uses on Bluffs Court and on Route 520. Although not a single family use, the proposed development is still residential in nature. It therefore constitutes a residential buffer between the single family residential area and the non-residential uses on the highway. Further, the Board finds that the stated purpose of the OPT-2 Zoning District is to create such a transition between commercial use zones and residential zones. The Board therefore accepts the testimony of the Applicant's Planner over that provided by the Planner for the Objectors.

The Board also finds the revisions incorporated by the Applicant eliminated the need for a height variance and reduced the amount by which the proposed project will exceed the permitted FAR, thereby bringing the proposal into greater compliance with Ordinance requirements. The Board is aware the Planner for the Objectors has opined that any deviation from the FAR requirement is substantial. The Board, however, disagrees. The deviation is minimal and will barely be perceptible to the public. The

Board once again therefore accepts the testimony of the Applicant's professionals over that offered by the Planner for the Objectors as well as that of members of the public who objected.

The Board also finds that the traffic testimony at this point was sufficient to demonstrate that the negative criteria has been satisfied for use variance purposes. The Board accepts that the proposed use will generate less traffic than that of many of the permitted uses on in the zone. The Board further finds that the improvements proposed by the Applicant will better control traffic in the area. The Board once again accepts the testimony of the Applicant's professionals over that of the Objectors and their Planner. The Board, however, is very aware that Monmouth County Planning Board approval is still required for these proposed improvements.

As a result of the foregoing, the Board finds that the use variances requested for use, floor area ratio, and density with respect to the proposed Assisted Living Facility can be granted without substantial detriment to the public good and that the proposal will not substantially impair the intent and purpose of the zone plan and zoning ordinance. The Board concludes that use variance relief can be granted pursuant to N.J.S.A. 40:55D-70d(1), (4) and (5).

As a matter of law, relief from bulk requirements is subsumed within the overall request for use variance relief. See Puleio v. North Brunswick Zoning Board of Adjustment, 375 N.J. Super. 613 (App. Div.), cert. den. 184 N.J. 212 (2005).

As previously stated, however, this is a bifurcated application. The Applicant must still return to the Board for preliminary and final site plan approval pursuant to N.J.S.A. 40:55D-46 and N.J.S.A. 40:55D-50. The Applicant must also still continue to satisfy the negative criteria. The Board has not yet seen a fully engineered site plan. As such, it has

RESOLUTION

**TOWNSHIP OF MARLBORO
ZONING BOARD OF ADJUSTMENT
RESOLUTION OF MEMORIALIZATION
MONMOUTH COUNTY, NEW JERSEY
PRELIMINARY AND FINAL SITE PLAN APPROVAL**

**Approved: May 14, 2013
Memorialized: June 11, 2013**

MATTER OF: FSP- MARLBORO, LLC

APPLICATION NO.: 12-6438A

WHEREAS, an application for preliminary and final site plan approval has been made to the Marlboro Township Zoning Board of Adjustment (hereinafter referred to as the "Board") by FSP- Marlboro, LLC. (hereinafter referred to as the "Applicant") on lands known and designated as Block 176, Lots, 38, 39, 40 and 41 as depicted on the Tax Map of the Township of Marlboro (hereinafter "Township"), and more specifically located at 23 and 53 Route 520 in the OPT-2 (Office Professional Transition District-2) Zone; and

WHEREAS, public hearings were held before the Board on April 9, 2013 and May 14, 2013 with regard to this application; and

WHEREAS, the Board has heard testimony and comments from the Applicant, witnesses and consultants, and with the public having had an opportunity to be heard; and

WHEREAS, a complete application has been filed, the fees as required by Township Ordinance have been paid, and it otherwise appears that the jurisdiction and powers of the Board have been properly invoked and exercised; and

WHEREAS, the following exhibits were marked into evidence:

- A-1 Petition on Appeal
- A-2 Indemnification and Hold Harmless Agreement
- A-3 Disclosure Statement
- A-4 Tax Collector's Certification
- A-5 W-9
- A-7 Notice To Adjoining Property Owners
- A-8 List of Property Owners within 200 feet
- A-9 Certified White Receipts and Green Cards
- A-10 Affidavit of Publication
- A-11 Affidavit of Service
- A-12 Affirmation of Local Pay to Play Ordinance
- A-13 Owner's Affidavit of Authorization and Consent
- A-14 Approved Resolution of 12/18/12 for FSP-Marlboro, LLC, Block 176, Lots 38, 39, 40 & 41, 23 and 53 Route 520, and Memorialized 1/29/13
- A-15 Environmental Impact Statement prepared for 23 & 53 Route 520, by Kauker & Kauker, 356 Franklin Avenue, Wyckoff, NJ, Dated 3-20-13.
- A-16 Preliminary & Final Site Plan prepared for FSP-Marlboro, LLC, Block 176, Lots 38, 39, 40 & 41, by Daphne A. Galvin, Dresdner Robin, 7 Doig Road, Wayne, Dated 3-15-13
- A-17 Boundary & Topographic Survey, Prepared for Block 176, Lots 38, 39, 40 & 41, by Greg S. Gloor, Dresdner Robin, Hanson Engineering Division, 7 Doig Road, Wayne, NJ 07470, Dated 1-21-12
- A-18 Tree Removal Plan prepared for FSP-Marlboro, LLC, By James J. Langenstein, Longstone Gardens, 227 Arlingham Road, Flourtown, PA, Dated 3-19-13
- A-19 Stormwater Management Report, For FSP-Marlboro, LLC, Prepared by Daphne Galvin, PE, Dresdner Robin, Hanson

Engineering Division, 7 Doig Road, Ste 1, Wayne, NJ, Dated 3-15-13.

- A-20 Existing Conditions Drainage Area Map for FSP Marlboro, Block 176, Lots 38, 39, 40 & 41, by Daphne A. Galvin, Dresdner Robin, Hanson Engineering Division, 7 Doig Road, Wayne, NJ, Dated 3-15-13
- A-21 Wetlands Plan, prepared for Block 176, Lots 38, 39, 40 & 41, by Daphne A. Galvin, Dresdner Robin, 7 Doig Road, Wayne, NJ, Dated 1-08-13.
- A-22 Application for Letter of Interpretation-Line Verification by Michael Kovacs, Eco1Sciences, Inc., 75 Fleetwood Drive, Ste 250, Rockaway, NJ, Dated 3-20-13
- A-23 Wetlands Investigation Report prepared for Shelbourne Healthcare Development Group, LLC, by Eco1Sciences, Inc., 75 Fleetwood Drive, Ste 250, Rockaway, NJ, Dated 1-8-13
- A-24 Freshwater Wetlands Wetlands Letter of Interpretation Application Checklist & Fee Table, forwarded by Michael Kovacs, ECO1Sciences, 75 Fleetwood Drive, Ste 250, Rockaway, NJ, Dated 3/30/13.
- A-25 Wetlands Permitting Plan, prepared by Daphne A. Galvin, Dresdner Robin, 7 Doig Road, Wayne, NJ, Dated 3-15-13.
- A-26 Report prepared by John W. Borden, Fire Sub-Code Official/Fire Official, Township of Marlboro, 1979 Township Drive, Marlboro, and Dated 4/2/13.
- A-27 Report prepared by James Priolo, PE, Birdsall Services Group, 611 Industrial Way, Eatontown, NJ, and Dated 4/4/14.
- A-28 Report prepared by the Marlboro Township Environmental Commission, 1979 Township Drive, Marlboro, NJ, Dated April 2, 2013.
- A-29 Report prepared by Mark Kataryniak, PE, French & Parrello, 1800 Route 34, Suite 101, Wall, NJ, Dated 4/08/13.
- A-30 FSP Landscape Plan is a Color Rendering; LA-203.
- A-31 Conceptual Roadway Improvement Plan, prepared by Shropshire Associates, LLC, Robertsville Road, Dated April, 2013.

A-32 Report of Geotechnical Exploration, prepared by GeoTechnology Associates, Inc., 24 Worlds Fair Drive, Suite B, Somerset, NJ, Dated January 2012.

A-33 Site Distance Plan for FSP-Marlboro, Block 176, Lots 38, 39, 40 & 41, prepared by Daphne A. Galvin, Dresdner Robin, 7 Doig Road, Wayne, NJ and Dated 4-29-13.

A-34 Infiltration Test Report for FSP-Marlboro, Block 176, Lots 38, 39, 40 & 41 prepared by Geo Technology Assoc. 24 Worlds Fair Drive, Suite B, Somerset, NJ 08873, dated March 8, 2013.

NOW, THEREFORE, does the Marlboro Township Zoning Board of Adjustment make the following findings of fact and conclusions of law with regard to this application:

1. The subject site contains 284,821 square feet and is located at the north side of Route 520, east of the intersection with Route 9, and is within the OPT-2 (Office Professional Transition District-2) Zone. The subject site currently contains an existing one-story single family dwelling, detached garage, in-ground pool and gravel driveway. The Applicant proposes to remove all existing structures and construct a 65,770 square foot, two-story assisted living center to be serviced by fifty (50) parking spaces. Ingress and egress to the site is proposed via a single twenty-five (25) foot wide driveway.

2. The Applicant previously bifurcated this application and received use as well as floor area ratio variance relief permitting the assisted living center use. This approval was memorialized in a Resolution dated January 29, 2013.

3. Counsel for the Applicant, Marc Policastro, Esq., addressed the Board at its April 9, 2013 meeting. He stated that the Applicant had bifurcated the application and previously received use as well as floor area ratio variance relief and was now seeking preliminary and final site plan approval.

4. Testimony was taken from the Applicant's Engineer, Daphne Galvin, PE. Ms. Galvin stated that the Applicant had submitted a formal site plan based upon the previous use variance approval. She characterized the site as largely undeveloped but containing a single family home which would be completely razed as part of the application. She first noted that the Applicant was proposing a two story structure with seventy-nine (79) total units. The site would be served by a total of fifty (50) parking spaces. Ms. Galvin testified that the parking requirements are governed by the Residential Site Improvement Standards which requires a total of forty (40) spaces. She therefore noted that an "agreement to exceed" R.S.I.S. standards would be necessary. She further stated that the dimensions of the parking spaces would be 9 feet by 18 feet which also complies with R.S.I.S. standards.

5. Ms. Galvin then identified the proposed emergency access lane on the plans. She stated that this emergency access road was now also proposed to be paved. She further noted that a six (6) foot high retaining wall was proposed for the site.

6. Ms. Galvin was then cross-examined by members of the public. Frank Laquinta of 8 Bluffs Court questioned how garbage trucks would circulate on the site. Ms. Galvin responded that garbage trucks would be required to make a "k turn" in order to turn around and exit the site. She also stated that the entrance drive had been shifted ten (10) feet to the east as a result of comments received from the Monmouth County Planning Board. She further confirmed that there was ninety (90) feet between the dumpster and the nearest property line.

7. Juanito Solidum requested greater detail concerning the impact of the lighting plan on his property as well as on the retaining wall. Ms. Galvin opined that the proposed vegetation would block any spillage of lights to his home. She further noted that

his house is at a higher elevation than the proposed facility and that it would therefore be unlikely that the proposed lighting would interfere with his property. She also testified that two lights were proposed at the entrance of the site and that the light poles were all proposed to be not higher than sixteen (16) feet tall. She explained that the lights would comply with all ordinance requirements for brightness. In response to further questions, Ms. Galvin stated that the Applicant would erect a six (6) foot vinyl fence across lots 3 through 5 subject to the review and approval of the Board Engineer.

8. Neighboring residents also requested information concerning the proposed construction schedule. Ms. Galvin estimated that the construction would take approximately a year to complete. She confirmed that the Applicant had not yet submitted an application to the Freehold Soil Conservation District.

9. Mr. Laquinta then questioned if the Applicant would be responsible for any damage it causes during the construction process. The Board Attorney informed him that the issue of potential future damage was beyond the Board's jurisdiction pursuant to the Municipal Land Use Law.

10. The Applicant then provided testimony from its Traffic Engineer, David Shropshire, PE. Mr. Shropshire testified that Monmouth County would be requiring a 3-4 foot widening of Rt. 520. He stated that access to the site would be from a twenty-five (25) foot wide single driveway. He explained that both left and right turning movements would be permitted for ingress and egress. He also reiterated his testimony from the use variance application and opined that assisted living facilities are generally not large traffic producers. He next addressed the report of the Board's Traffic Engineer and stated that a sight line profile for the driveway as well as a turning radius template for garbage and delivery trucks would be provided.

11. Mr. Shropshire also addressed issues concerning the proximity of the subject site to the Goddard School. He testified that the Goddard School driveway is located 130 feet from the subject property. He further noted that the design of the subject site would not obstruct the view of the Goddard School sign due to the setbacks of the signs.

12. Testimony was next presented by the Applicant's Landscape Architect, James Langenstein, PA. Mr. Langenstein first testified that the Applicant was complying with all street tree requirements. He explained that eight (8) foot high evergreen trees were proposed to be located along all residential property lines. He stated that these trees would grow to ten (10) feet within three (3) years. Mr. Langenstein testified the Applicant was proposing to utilize a mix of White Pine and Norway Spruce on the site. He agreed that the species of trees would be subject to the review and approval of the Township's Certified Tree Expert.

13. During cross-examination, Mr. Langenstein was questioned by neighboring property owners about the smell from the dumpsters. Mr. Langenstein responded that he believed a ninety (90) foot separation from the neighboring properties was adequate in order to prevent noxious odors from wafting across the property line. He further agreed that the Applicant would have a "locked" dumpster.

14. The Applicant returned to the Board's May 14, 2013 meeting. At that time, Mr. Policastro stated that the Applicant had submitted additional information concerning traffic and internal circulation and had also submitted two options for the location of the dumpster.

15. Ms. Galvin then testified concerning the location of the dumpsters. She stated that she had prepared an alternate dumpster plan in order to address questions

raised at the prior hearing. She testified that she had now moved the dumpster 169 feet from the property line. This resulted in the dumpster being located much farther from the service door.

16. Ms. Galvin also testified that a sight distance plan had been prepared which demonstrated that a sight triangle easement was not necessary for the site. She further noted that the proposed sign would now be moved to the easterly side of the driveway. The emergency access lane would also now be depicted with a sign and also utilize a break away chain. She also stated that all of the recommendations contained in the reports of the Environmental Commission as well as the Fire Prevention Bureau would be satisfied.

17. Mr. Shropshire also testified that a formal Monmouth County Planning Board application had been filed and the County did not express any concerns regarding the queuing of cars.

18. Testimony was then taken from the Applicant's Planner, Michael Kauker, PP. Mr. Kauker stated that the site plan complies with the conditions of the use variance approval. He further noted that the parking exceeds R.S.I.S. requirements and that nearly all the dimensional and bulk requirements of the OPT-2 Zone had been satisfied. He stated that the following non-conformities existed:

- a. Section 220-97B. states that each off-street parking space shall measure not less than 10 feet by 20 feet, whereas the proposed spaces are 9 feet by 18 feet.
- b. Section 220-97C.(6) states that no parking shall be allowed within 30 feet of the outer walls of any structure or within such adequate distance as the Planning Board, in consultation with the Township fire officials, may approve, whereas the rear parking is located 14 feet from the building.

- c. Section 220-98A. states that for every building or structure having over 5,000 s.f. of building area erected and occupied for commerce, hospital, laundry, dry cleaning, places of public and quasi-public assembly, industry and other similar uses involved in the receipt and distribution of vehicles of materials or merchandise, there shall be provided and permanently maintained adequate space for standing, loading and unloading services, whereas no designated loading area is provided.

19. Mr. Kauker stated that non-deciduous trees would be used in the buffer areas. The species would be subject to the review and approval of the Township's Certified Tree Expert. He further confirmed that a gravity closed dumpster would be used on the site.

20. Mr. Kauker then testified that a buffer would be planted on Block 268, Lot 68. The specific species of trees and shrubs would be worked out with the property owner. Joseph McElwee, a principal of the Applicant, testified that the Applicant would guarantee the plantings for a period of one (1) year.

21. The Board has received, reviewed and considered various exhibits and reports with regard to this application. Those exhibits and reports are set forth on the within Exhibit List, and all exhibits and reports as set forth on said Exhibit List have been incorporated herein in their entirety.

WHEREAS, the Marlboro Township Zoning Board of Adjustment, having reviewed the proposed application and having considered the impact of the proposed application on the Township and its residents to determine whether it is in furtherance of the Municipal Land Use Law; and having considered whether the proposal is conducive to the orderly development of the site and the general area in which it is located pursuant to the land use and zoning ordinances of the Township of Marlboro; and upon the imposition of specific

conditions to be fulfilled, hereby determines that the Applicant may be granted preliminary and final site plan approval pursuant to N.J.S.A. 40:55D-46 and N.J.S.A. 40:55D-50.

The Board finds this is a bifurcated application and that use variance relief as well as relief from floor area ratio requirements were previously granted. The Applicant has now presented a formal application seeking preliminary and final site plan approval. The Board first notes that unlike a conventional site plan application before a planning board, the negative criteria still applies to this application.

The Board finds the Applicant has satisfied the conditions of the use variance approval. The Board does, however, have specific findings relative to the site plan. The Board first determines that it approves the dumpster plan as initially submitted. The Board finds that option "B" is located too far from the service door and will be prone to problems. The Board further requires that the dumpster utilize a "gravity closed" system.

The Board now addresses the Applicant's request for bulk variance relief. The Board finds that bulk variance relief is subsumed within the grant of use variance relief. See Puleio v. Township of North Brunswick Zoning Board of Adj., 375 N.J. Super. 613 (App. Div.), certif. den. 184 N.J. 212 (2005). Specific bulk variance relief is therefore not required. Rather, as previously stated, the Board continues to apply the negative criteria to the entire site plan. Applying this standard, the Board finds that the Applicant has designed the site in the most logical manner possible. The site has been designed to eliminate the spillage of light on adjoining properties and has further provided adequate buffers to protect surrounding parcels. The Applicant has further agreed to comply with the recommendations contained in the reports of all of the Board's professionals as well as the Environmental Commission and Fire Prevention Bureau. The Applicant has also

submitted turning templates and a sight line analysis to demonstrate that ingress and egress as well as internal circulation are adequate.

The Applicant is also in the process of obtaining Monmouth County Planning Board approval. This includes improvements to Rt. 520. The Applicant is aware that any substantial change to the plan resulting from the Monmouth County Planning Board approval requires either an amended or entirely new application to this Board.

Based on the foregoing, the Board finds that the proposed site plan does not cause substantial detriment to the zone plan or the zoning ordinance. The negative criteria, therefore, continues to be satisfied. The Board therefore concludes that preliminary and final site plan approval pursuant to N.J.S.A. 40:55D-46 and N.J.S.A. 40:55D-50 are appropriate.

NOW, THEREFORE, BE IT RESOLVED by the Zoning Board of Adjustment of the Township of Marlboro on this 11th day of June, 2013, that the action of the Zoning Board taken on May 14, 2013 granting Application 12-6438A of FSP- Marlboro, LLC., for preliminary and final site plan approval pursuant to N.J.S.A. 40:55D-46 and N.J.S.A. 40:55D-50 is hereby memorialized as follows:

The application is granted subject to the following conditions:

1. The development of the site shall take place in strict conformance with the testimony, plans and drawings which have been submitted to the Board with this application which are to be revised.
2. Except where specifically modified by the terms of this Resolution, the Applicant shall comply with all recommendations contained in the reports of the Board's professionals.
3. All conditions, except where modified herein, from the grant of use and floor area ratio variance relief shall remain in full force.

4. The Applicant shall comply with all recommendations contained in the reports of the Environmental Commission as well as the Fire Prevention Bureau.
5. Lighting on the site shall comply with all ordinance requirements.
6. There shall be no spillage of light onto adjoining properties.
7. Overnight parking of commercial vehicles, with the exception of the van used for resident transportation, is prohibited.
8. The Applicant shall utilize Option "A" for the dumpster location, which was depicted on the plan as originally submitted.
9. The identification sign shall be relocated to the eastern side of the property.
10. The Applicant shall provide an auto turn calculation to the Board's Traffic Engineer for review and approval.
11. The Applicant shall submit turning radius templates to the Board's Traffic Engineer for review and approval.
12. The emergency access drive shall be identified by a sign and the drive shall also utilize a breakaway chain.
13. The Applicant shall execute an "agreement to exceed" pursuant to the R.S.I.S.
14. The Applicant shall utilize only non-deciduous trees in the buffer area. All specific species shall be subject to the review and approval of the Township's Certified Tree Expert.
15. All proposed shrubbery shall be subject to the review and approval of the Board Engineer.
16. The Applicant shall plant a buffer on Block 268, Lot 68. The buffer shall be the subject of an agreement between the property owner and the Applicant. The Applicant shall guarantee the plantings for a period of one (1) year.
17. The Applicant is required to return to this Board for an amended or entirely new approval in the event an outside agency approval requires a substantial change in the plans.
18. The Applicant shall erect a vinyl fence across lots 3 through 5 subject to the review and approval of the Board Engineer.

19. The Applicant has agreed to abandon all previous approvals for the subject site with the exception of the use and floor area ratio relief associated with this application. All prior approvals and conditions, including the May 14, 1953 approval recorded in deed Book 2426, Page 483, are therefore null and void.
20. The Applicants shall provide a certificate that taxes are paid to date of approval.
21. Payment of all fees, costs, escrows due or to become due. Any monies are to be paid within twenty (20) days of said request by the Board Secretary.
22. Subject to all other applicable rules, regulations, ordinances and statutes of the Township of Marlboro, County of Monmouth, State of New Jersey or any other jurisdiction.

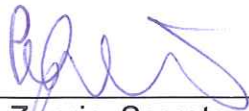
BE IT FURTHER RESOLVED that the Board secretary is hereby authorized and directed to cause a notice of this decision to be published in the official newspaper at the Applicant's expense and to send a certified copy of this Resolution to the Applicant and to the Township Clerk, Engineer, Attorney and Tax Assessor, and shall make same available to all other interested parties.



 Michael Shapiro, Chairman
 Marlboro Township Zoning Board of Adjustment

ON MOTION OF: *Shapiro*
 SECONDED BY: *Adler*
 ROLL CALL: *Shapiro, Zwerin, Adler, DiGrande*
 YES: *4*
 NO: *0*
 ABSTAINED: *0*
 ABSENT: *Bayar, Yozzo, Levin, Weilheimer*
 DATED: *June 11, 2013*

I hereby certify this to be a true and accurate copy of the Resolution adopted by the Marlboro Township Zoning Board of Adjustment, Monmouth County, New Jersey, at a public meeting held on June 11, 2013.



Alan Zwerin, Secretary
Marlboro Township Zoning Board of Adjustment

641019_1 MAR-114E FSP Resolution Granting Preliminary and Final Site Plan Approval rdc 6-7-13



Monmouth County Document Summary Sheet

MONMOUTH COUNTY CLERK PO BOX 1251 MARKET YARD FREEHOLD NJ 07728	Transaction Identification Number 3878169 3449666	Recorded Document to be Returned by Submitter to: FIDELITY NATIONAL AGENCY SOLUTIONS 6500 PINECREST DR, SUITE 600 PLANO, TX 75024
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Official Use Only

CHRISTINE GIORDANO HANLON
 COUNTY CLERK
 MONMOUTH COUNTY, NJ

INSTRUMENT NUMBER
 2019053912
 RECORDED ON
 Jun 18, 2019
 3:56:09 PM
 BOOK:OR-9353 PAGE:6755
 Total Pages: 6

COUNTY RECORDING FEES \$60.00
 TOTAL PAID \$60.00

Submission Date (mm/dd/yyyy)		06/18/2019
No. of Pages (excluding Summary Sheet)		4
Recording Fee (excluding transfer tax)		\$60.00
Realty Transfer Tax		\$0.00
Total Amount		\$60.00
Document Type	AGREEMENT	
Electronic Recordation Level		L2 - Level 2 (With Images)
Municipal Codes		MARTBORO 3001
		974815

Additional Information (Official Use Only)

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Monmouth County Document Summary Sheet

AGREEMENT	Type		AGREEMENT				
	Consideration						
	Submitted By		SIMPLIFILE, LLC. (SIMPLIFILE)				
	Document Date		06/18/2019				
	Reference Info						
	Book ID		Book	Beginning Page	Instrument No.	Recorded/File Date	
	GRANTOR		Name			Address	
			CATHERINE R LUTTRELL				
	GRANTEE		Name			Address	
			GLENBROOK ESTATES CONDOMINIUM ASSOCIATION INC				
	Parcel Info						
	Property Type		Tax Dist.	Block	Lot	Qualifier	Municipality
			30	412	307		3001

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APPENDIX C-2
RESTRICTIVE COVENANT REQUIRED BY SECTION 5:80-26.5(d)

Declaration Of Covenants, Conditions
And Restrictions
Implementing Affordable Housing Controls
On State Regulated Property

File # 180922508 - MEA

**DEED-RESTRICTED AFFORDABLE HOUSING UNIT WITH
RESTRICTIONS ON RESALE AND REFINANCING**

For 95/5 Units
Fair Housing Act Required Covenants Restricting Use, Conveyance
And Mortgage Debt

THIS DECLARATION is made this 5/10/2019, by Catherine R. Luttrell, a homeowner, having its principle address at 17 Thrasher Court Marlboro NJ 07746 (hereinafter referred to as "Grantor").

WHEREAS, Grantor is the owner of an affordable housing unit, more fully described on "Schedule A" attached hereto and made a part hereof (hereinafter referred to as the "Affordable Unit") which are situated within GLENBROOK ESTATES CONDOMINIUM consisting of a total of 80 dwelling units, located in the Municipality of Marlboro, County of Monmouth, State of New Jersey; and

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

WHEREAS, the Act requires that municipalities insure that such designated housing remains affordable to low- and moderate-income households;

WHEREAS, pursuant to the Act, the Affordable Units described in Exhibit A attached to this Agreement have been designated as low- and moderate-income housing as defined by the Act; and

WHEREAS, the purpose of this Declaration is to insure that the described Affordable Units remain affordable to low- and moderate-income eligible households for that period of time described in Section I of this Declaration.

NOW, THEREFORE, it is the intent of this Declaration to insure that the affordability controls are recorded on each of the affordable units so as to bind the owners of the Affordable Units of the covenants, conditions and restrictions which they shall be required to comply and to notify all future purchasers of the affordable units that the housing unit is encumbered with affordability controls.

Article 1. Affordable Housing Covenants

The sale and use of each Affordable Unit subject to this Declaration is governed by regulations governing controls on affordability, which are found in New Jersey Administrative Code at Title 5, chapter 93, subchapter 9 (N.J.A.C. 5:93-9.1, *et seq*), and chapter 80, subchapter 26 (N.J.A.C. 5:80-26.1, *et seq*) (the "Regulations"). Consistent with the Regulations, the following covenants (the "Covenants") shall run

updated June 2007

with the land, for each respective Affordable Unit, 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 in the Regulations.

- A. The Affordable Unit may be conveyed only to a household who has been approved in advance and in writing by CGP&H, LLC, an administrative agent appointed under the Regulations (hereinafter, collectively, the "Administrative Agent").
- B. No sale of the Affordable Unit shall be lawful, unless approved in advance and in writing by the Administrative Agent, and no sale shall be for a consideration greater than maximum permitted price ("Maximum Resale Price", or "MRP") as determined by the Administrative Agent.
- C. No refinancing, equity loan, secured letter of credit, or any other mortgage obligation or other debt (collectively, "Debt") secured by the Affordable Unit, may be incurred except as approved in advance and in writing by the Administrative Agent. At no time shall the Administrative Agent approve any such Debt, if incurring the Debt would make the total of all such Debt exceed Ninety-Five Percent (95%) of the applicable MRP.
- D. The owner of the Affordable Unit shall at all times maintain the Affordable Unit as his or her principal place of residence.
- E. Except as set forth in F, below, at no time shall the owner of the Affordable Unit lease or rent the Affordable Unit to any person or persons, except on a short-term hardship basis as approved in advance and in writing by the Administrative Agent.
- F. If the Affordable Unit is a two-family home, the owner shall lease the rental unit only to income-certified low-income households approved in writing by the Administrative Agent, shall charge rent no greater than the maximum permitted rent as determined by the Administrative Agent, and shall submit for written approval of the Administrative Agent copies of all proposed leases prior to having them signed by any proposed tenant.
- G. No improvements may be made to the Affordable Unit that would affect its bedroom configuration, and in any event, no improvement made to the Affordable Unit will be taken into consideration to increase the MRP, except for improvements approved in advance and in writing by the Administrative Agent.
- H. The affordable housing covenants, declarations and restrictions implemented by this Declaration and by incorporation, N.J.A.C. 5:80-26.1 *et seq.*, shall remain in effect despite the entry and enforcement of any judgment of foreclosure with respect to the Affordable Unit so long as the Affordable Unit remains subject to the affordability controls being implemented by this Declaration.
- I. The Affordable Units are subject to a 30 year affordability control period that commenced on the date of first conveyance of title, which is November 2, 1998 of this Affordable Unit governed by this Declaration to a certified affordable purchaser who has executed the documents required by N.J.S.A. 5:80-26.1 *et seq.*

Article 2.

Remedies for Breach of Affordable Housing Covenants

updated June 2007

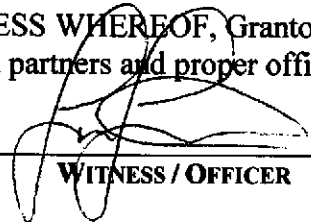
A breach of the Covenants will cause irreparable harm to the Administrative Agent and to the public, in light of the public policies set forth in the New Jersey Fair Housing Act, the Uniform Housing Affordability Control rules found at N.J.A.C. 5:80-26, and the obligation for the provision of low and moderate-income housing. Accordingly, and as set forth in N.J.A.C. 5:80-26.10A(b):

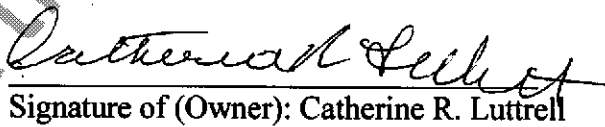
A. In the event of a threatened breach of any of the Covenants by the Grantee, or any successor in interest or other owner of the Affordable Unit, the Administrative Agent shall have all remedies provided at law or equity, including the right to seek injunctive relief or specific performance.

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

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed by its duly authorized partners and proper officers, respectively, this 5/10/2019.

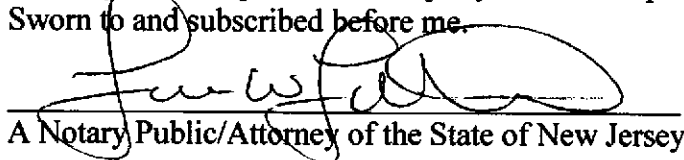
ATTEST:


WITNESS / OFFICER


Signature of (Owner): Catherine R. Luttrell

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

BE IT REMEMBERED, that on 5/10/2019 the subscriber Catherine R. Luttrell appeared personally before me and who, being duly sworn by me, deposed and made proof to my satisfaction (i) that he/she is the Owner named in the foregoing mortgage and (ii) and that he/she has executed said mortgage with respect to the Property and for the purposes described and set forth therein. Sworn to and subscribed before me.


A Notary Public/Attorney of the State of New Jersey

RECORD & RETURN TO:
CGP&H, LLC
ATTN: Neha Rauf
101 Interchange Plaza Suite 301
Cranbury, NJ 08512

Lawrence W. Luttrell
Attorney at Law
State of New Jersey

updated June 2007

EXHIBIT "A"

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE TOWNSHIP OF MARLBORO, COUNTY OF MONMOUTH, STATE OF NEW JERSEY, AND IS DESCRIBED AS FOLLOWS:

BEING UNIT A-1, BUILDING L, SITUATED IN GLENBROOK ESTATES CONDOMINIUM, A CONDOMINIUM, TOGETHER WITH AND UNDIVIDED 1.245% INTEREST IN THE COMMON ELEMENTS INCLUDING THE APPURTENANCES THERETO, IN FEE SIMPLE SUBJECT TO THE PROVISIONS OF THE NEW JERSEY CONDOMINIUM ACT (N.J.S.A. 46:8B-1 ET SEQ.), ITS AMENDMENTS AND SUPPLEMENTS, AND TO THE PROVISIONS OF THAT CERTAIN MASTER DEED OF GLENBROOK ESTATES CONDOMINIUM, DATED 8/21/96 RECORDED ON 9/17/96 IN THE MONMOUTH COUNTY CLERK'S OFFICE IN DEED BOOK 5534 PAGE 475, AND AS MAY BE HEREAFTER LAWFULLY AMENDED.

SUBJECT TO THE MASTER DEED AND BY-LAWS FOR GLENBROOK ESTATES CONDOMINIUMS RECORDED IN THE CLERK OF MONMOUTH COUNTY'S OFFICE ON SEPTEMBER 17, 1996 IN DEED BOOK: 5534, PAGE: 475 AND ALL AMENDMENTS THERETO.

SUBJECT TO THE DEVELOPERS AGREEMENT DATED MARCH 20, 1996 AND RECORDED IN DEED BOOK 5490 PAGE 684 ON APRIL 3, 1996 AND THE DEVELOPERS AGREEMENT DATED DECEMBER 2, 1996 AND RECORDED IN DEED BOOK 5511 PAGE 582 ON DECEMBER 17, 1996.

SUBJECT TO DECLARATION ON RESTRICTION FOR MODIFIED TRANSITION AREA DATED JANUARY 25, 1996 AND RECORDED ON FEBRUARY 8, 1996 IN DEED BOOK 5479 PAGE 412.

SUBJECT TO DECLARATIONS OF COVENANTS, EASEMENTS AND RESTRICTIONS FOR GLENBROOK ESTATES DATED JULY 25, 1996 AND RECORDED ON AUGUST 19, 1996 IN DEED BOOK 5526 PAGE 669.

BEING PART OF THE PROPERTY CONVEYED TO THE GRANTOR BY DEED DATED DECEMBER 22, 1992 FROM MORRIS KAPLAN AND MICHAEL KAPLAN AND RECORDED ON JANUARY 15, 1993 IN THE CLERK OF MONMOUTH COUNTY'S OFFICE IN DEED BOOK 5193 PAGE 808.

GLENBROOK ESTATES, INC. BY DEED FROM ETCCELL BOYCE, DATED APRIL 23, 1996, RECORDED APRIL 30, 1996 IN DEED BOOK 5496, PAGE 669.

Block and Lot: LOT: 307 BLOCK: 412

**Commonly known as 17 THRASHER COURT, Marlboro, NJ 07746
However, by showing this address no additional coverage is provided**



Monmouth County Document Summary Sheet

MONMOUTH COUNTY CLERK PO BOX 1251 MARKET YARD FREEHOLD NJ 07728	Transaction Identification Number	3807749	3356236
	Recorded Document to be Returned by Submitter to: FIDELITY NATIONAL AGENCY SOLUTIONS 6500 PINECREST DR. SUITE 600 PLANO, TX 75024		

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CHRISTINE GIORDANO HANLON
 COUNTY CLERK
 MONMOUTH COUNTY, NJ

 INSTRUMENT NUMBER
 2019034630
 RECORDED ON
 Apr 23, 2019
 9:17:21 AM
 BOOK:OR-9344 PAGE:6086
 Total Pages: 5

 COUNTY RECORDING FEES \$50.00
 TOTAL PAID \$50.00

Submission Date (mm/dd/yyyy)		04/19/2019
No. of Pages (excluding Summary Sheet)		3
Recording Fee (excluding transfer tax)		\$50.00
Realty Transfer Tax		\$0.00
Total Amount		\$50.00
Document Type	AGREEMENT	
Electronic Recordation Level	L2 - Level 2 (With Images)	
Municipal Codes		
	MARLBORO	3001
		962591

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Monmouth County Document Summary Sheet

AGREEMENT	Type	AGREEMENT				
	Consideration					
	Submitted By	FIDELITY NATIONAL AGENCY SOLUTIONS (CSC/INGEO SYSTEMS INC)				
	Document Date	03/14/2019				
	Reference Info					
	Book ID	Book	Beginning Page	Instrument No.	Recorded/File Date	
	GRANTOR	Name			Address	
		WILMINGTON SAVING FUNDS SOCIETY FSB				
	GRANTEE	Name			Address	
		BIXIAN DING QINYIN TANG				
	Parcel Info					
	Property Type	Tax Dist.	Block	Lot	Qualifier	Municipality
		30	412	307-C0048		3001

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APPENDIX C-2
RESTRICTIVE COVENANT REQUIRED BY SECTION 5:80-26.5(d)

Declaration Of Covenants, Conditions
And Restrictions
Implementing Affordable Housing Controls
On State Regulated Property

SS-180917421-mrb

**DEED-RESTRICTED AFFORDABLE HOUSING UNIT WITH
RESTRICTIONS ON RESALE AND REFINANCING**

For 95/5 Units
Fair Housing Act Required Covenants Restricting Use, Conveyance
And Mortgage Debt

THIS DECLARATION is made this 3/14/2019, by Bixian Ding and Qinyin Tang, husband and wife, a homeowner, having its principle address at 48 Thrasher Court Marlboro NJ 07746 (hereinafter referred to as "Grantor").

WHEREAS, Grantor is the owner of an affordable housing unit, more fully described on "Schedule A" attached hereto and made a part hereof (hereinafter referred to as the "Affordable Unit") which are situated within GLENBROOK ESTATES CONDOMINIUM consisting of a total of 80 dwelling units, located in the Municipality of Marlboro, County of Monmouth, State of New Jersey; and

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

WHEREAS, the Act requires that municipalities insure that such designated housing remains affordable to low- and moderate-income households;

WHEREAS, pursuant to the Act, the Affordable Units described in Exhibit A attached to this Agreement have been designated as low- and moderate-income housing as defined by the Act; and

WHEREAS, the purpose of this Declaration is to insure that the described Affordable Units remain affordable to low- and moderate-income eligible households for that period of time described in Section 1 of this Declaration.

NOW, THEREFORE, it is the intent of this Declaration to insure that the affordability controls are recorded on each of the affordable units so as to bind the owners of the Affordable Units of the covenants, conditions and restrictions which they shall be required to comply and to notify all future purchasers of the affordable units that the housing unit is encumbered with affordability controls.

Article 1. Affordable Housing Covenants

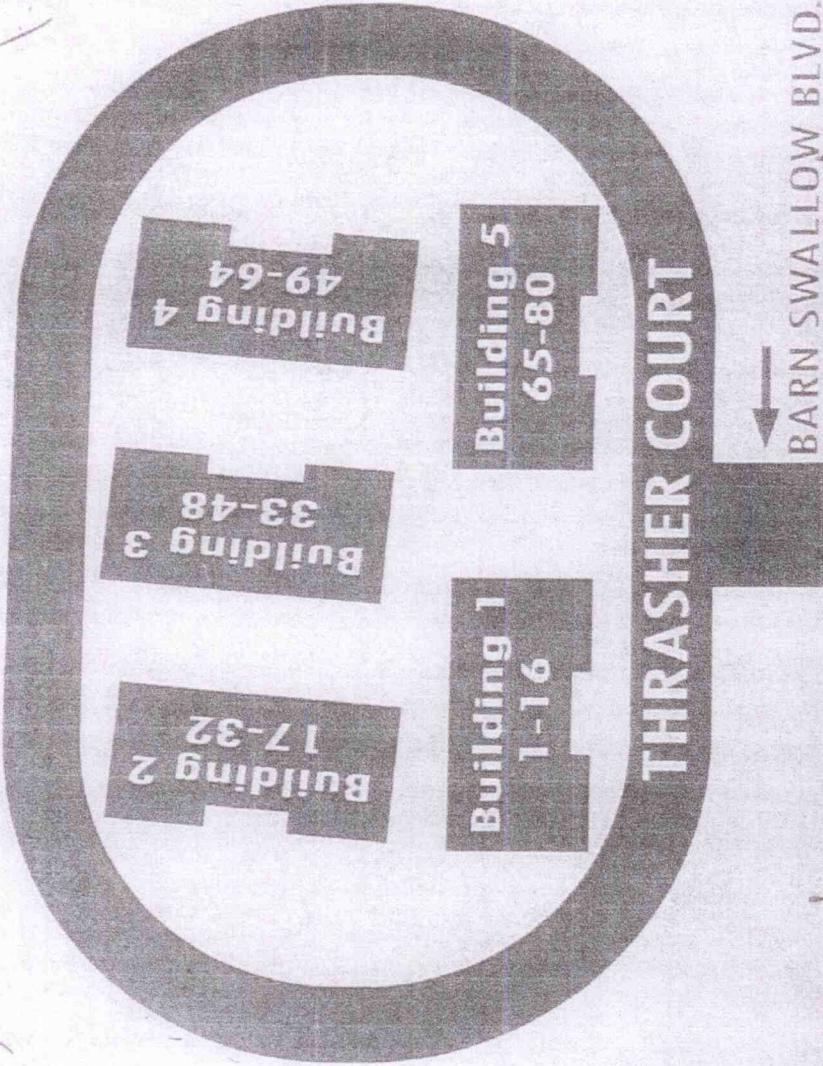
The sale and use of each Affordable Unit subject to this Declaration is governed by regulations governing controls on affordability, which are found in New Jersey Administrative Code at Title 5, chapter 93, subchapter 9 (N.J.A.C. 5:93-9.1, *et seq*), and chapter 80, subchapter 26 (N.J.A.C. 5:80-26.1, *et seq*) (the

updated June 2007

“Regulations”). Consistent with the Regulations, the following covenants (the “Covenants”) shall run with the land, for each respective Affordable Unit, 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 in the Regulations.

- A. The Affordable Unit may be conveyed only to a household who has been approved in advance and in writing by CGP&H, LLC, an administrative agent appointed under the Regulations (hereinafter, collectively, the “Administrative Agent”).
- B. No sale of the Affordable Unit shall be lawful, unless approved in advance and in writing by the Administrative Agent, and no sale shall be for a consideration greater than maximum permitted price (“Maximum Resale Price”, or “MRP”) as determined by the Administrative Agent.
- C. No refinancing, equity loan, secured letter of credit, or any other mortgage obligation or other debt (collectively, “Debt”) secured by the Affordable Unit, may be incurred except as approved in advance and in writing by the Administrative Agent. At no time shall the Administrative Agent approve any such Debt, if incurring the Debt would make the total of all such Debt exceed Ninety-Five Percent (95%) of the applicable MRP.
- D. The owner of the Affordable Unit shall at all times maintain the Affordable Unit as his or her principal place of residence.
- E. Except as set forth in F, below, at no time shall the owner of the Affordable Unit lease or rent the Affordable Unit to any person or persons, except on a short-term hardship basis as approved in advance and in writing by the Administrative Agent.
- F. If the Affordable Unit is a two-family home, the owner shall lease the rental unit only to income-certified low-income households approved in writing by the Administrative Agent, shall charge rent no greater than the maximum permitted rent as determined by the Administrative Agent, and shall submit for written approval of the Administrative Agent copies of all proposed leases prior to having them signed by any proposed tenant.
- G. No improvements may be made to the Affordable Unit that would affect its bedroom configuration, and in any event, no improvement made to the Affordable Unit will be taken into consideration to increase the MRP, except for improvements approved in advance and in writing by the Administrative Agent.
- H. The affordable housing covenants, declarations and restrictions implemented by this Declaration and by incorporation, N.J.A.C. 5:80-26.1 *et seq.*, shall remain in effect despite the entry and enforcement of any judgment of foreclosure with respect to the Affordable Unit so long as the Affordable Unit remains subject to the affordability controls being implemented by this Declaration.
- I. The Affordable Units are subject to a 30 year affordability control period that commenced on the date of first conveyance of title, which is **July 18, 2001** of this Affordable Unit governed by this Declaration to a certified affordable purchaser who has executed the documents required by N.J.S.A. 5:80-26.1 *et seq.*

**GLENBROOK ESTATES**
CONDOMINIUMS 



Professionally Managed by

Klein property mgt.
732.446.0611
www.KleinPropertyMgt.com

<u>Bldng</u>	<u>#</u>	<u>Street Address</u>	<u>Floor</u>	<u>Unit</u>	<u>Percentage</u>	<u>Interest</u>
	1	1 Thrasher Court	1	A1L		12.45
	1	2 Thrasher Court	1	B1L		11.74
	1	3 Thrasher Court	1	D1L		11.24
	1	4 Thrasher Court	1	D1R		11.24
	1	5 Thrasher Court	1	B1R		11.74
	1	6 Thrasher Court	1	A1R		12.45
	1	7 Thrasher Court	1	C1R		12.32
	1	8 Thrasher Court	1	C1L		12.32
	1	9 Thrasher Court	2	A2L		13.34
	1	10 Thrasher Court	2	B2L		12.66
	1	11 Thrasher Court	2	D2L		12.49
	1	12 Thrasher Court	2	D2L		12.49
	1	13 Thrasher Court	2	B2R		12.66
	1	14 Thrasher Court	2	A2R		13.34
	1	15 Thrasher Court	2	C2R		13.76
	1	16 Thrasher Court	2	C2R		13.76
	2	17 Thrasher Court	2	A1L		12.45
	2	18 Thrasher Court	1	B1L		11.74
	2	19 Thrasher Court	1	D1L		11.24
	2	20 Thrasher Court	1	D1R		11.24
	2	21 Thrasher Court	1	B1R		11.74
	2	22 Thrasher Court	1	A1R		12.45
	2	23 Thrasher Court	1	C1R		12.32
	2	24 Thrasher Court	1	C1L		12.32
	2	25 Thrasher Court	2	A2L		13.34
	2	26 Thrasher Court	2	B2L		12.66
	2	27 Thrasher Court	2	D2L		12.49
	2	28 Thrasher Court	2	D2R		12.49
	2	29 Thrasher Court	2	B2R		12.66
	2	30 Thrasher Court	2	A2R		13.34
	2	31 Thrasher Court	2	C2R		13.76
	2	32 Thrasher Court	2	C2L		13.76
	3	33 Thrasher Court	1	A1L		12.45
	3	34 Thrasher Court	1	B1L		11.74
	3	35 Thrasher Court	1	D1L		11.24
	3	36 Thrasher Court	1	D1R		11.24
	3	37 Thrasher Court	1	B1R		11.74
	3	38 Thrasher Court	1	A1R		12.45
	3	39 Thrasher Court	1	C1R		12.32
	3	40 Thrasher Court	1	C1L		12.32
	3	41 Thrasher Court	2	A2L		13.34
	3	42 Thrasher Court	2	B2L		12.66
	3	43 Thrasher Court	2	D2L		12.49

900

<u>Bldng</u>	<u>#</u>	<u>Street Address</u>	<u>Floor</u>	<u>Unit</u>	<u>Percentage</u>
					<u>Interest</u>
3	44	Thrasher Court	2	D2R	12.49
3	45	Thrasher Court	2	B2R	12.66
3	46	Thrasher Court	2	A2R	13.34
3	47	Thrasher Court	2	C2R	13.76
3	48	Thrasher Court	2	C2L	13.76
4	49	Thrasher Court	1	A1L	12.45
4	50	Thrasher Court	1	B1L	11.74
4	51	Thrasher Court	1	D1L	11.24
4	52	Thrasher Court	1	D1R	11.24
4	53	Thrasher Court	1	B1R	11.74
4	54	Thrasher Court	1	A1R	12.45
4	55	Thrasher Court	1	C1R	12.32
4	56	Thrasher Court	1	C1L	12.32
4	57	Thrasher Court	2	A2L	13.34
4	58	Thrasher Court	2	B2L	12.66
4	59	Thrasher Court	2	D2L	12.49
4	60	Thrasher Court	2	D2R	12.49
4	61	Thrasher Court	2	B2R	12.66
4	62	Thrasher Court	2	A2R	13.34
4	63	Thrasher Court	2	C2R	13.76
4	64	Thrasher Court	2	C2L	13.76
5	65	Thrasher Court	1	A1L	12.45
5	66	Thrasher Court	1	B1L	11.74
5	67	Thrasher Court	1	D1L	11.24
5	68	Thrasher Court	1	D1R	11.24
5	69	Thrasher Court	1	B1R	11.74
5	70	Thrasher Court	1	A1R	12.45
5	71	Thrasher Court	1	C1R	12.32
5	72	Thrasher Court	1	C1L	12.32
5	73	Thrasher Court	2	A2L	13.34
5	74	Thrasher Court	2	B2L	12.66
5	75	Thrasher Court	2	D2L	12.49
5	76	Thrasher Court	2	D2R	12.49
5	77	Thrasher Court	2	B2R	12.66
5	78	Thrasher Court	2	A2R	13.34
5	79	Thrasher Court	2	C2R	13.76
5	80	Thrasher Court	2	C2L	13.76

100.00%

GLENBROOK ESTATES, INC.
CONDOMINIUMS
Adult Affordable Housing
732-294-0666

UNIT TYPE	FLOOR	SQUARE FEET
A-1	First Floor	735 sq. ft.
A-2	Second Flr.	787 sq. ft.
B-1	First Floor	693 sq. ft.
B-2	Second Flr.	747 sq. ft.
C-1	First Floor	727 sq. ft.
C-2	Second Flr.	812 sq. ft.
D-1	First Floor	663 sq. ft.
D-2	Second Flr.	737 sq. f

**SALES PRICES ARE NOT DETERMINED BY THE BUILDER
PURCHASE PRICE WILL BE SET UPON QUALIFICATION**

THESE MODELS ARE AVAILABLE FOR VIEWING:

~~B-1 2 THRASHER COURT
C-1 8 THRASHER COURT
D-1 3 THRASHER COURT
D-2 11 THRASHER COURT~~

The WEINGARTEN LAW FIRM, LLC
Attorneys at Law

Sheryl A. Weingarten
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*Charles R. Sheard**
Kevin G. Boris
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Of Counsel
Douglas K. Wolfson
Richard D. Wilkinson

**admitted in NY only*

March 18, 2019

Louis N. Rainone, Esq.
Rainone Coughlin Minchello
555 U.S. One South, Suite 440
Iselin, New Jersey 08830

Re: M&M 483 Route 79 Ph II, LLC
Block 122, Lot 27.04

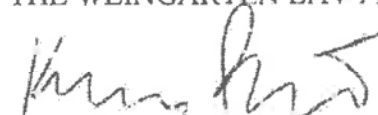
Dear Mr. Rainone:

As a follow up to our conversation and your discussions with Douglas Wolfson, Esq., my client has proposed that Block 122, Lot 27.04 be included in the Township's affordable housing plan. My client is proposing 160 market rate units, and 40 affordable family rental units (200 units total).

If you need any further information, please let me know.

Very truly yours,

THE WEINGARTEN LAW FIRM, LLC


Kevin G. Boris

cc: Jack Morris
Douglas K. Wolfson, Esq.

MASTER DEED

FOR

GLENBROOK ESTATES CONDOMINIUM

COUNTY OF MONMOUTH	
CONSIDERATION	_____
RTF <u>EXEMPT</u>	add'l RTF _____
DATE <u>9/17/96</u>	BY <u>GD</u>

Prepared by: Ch F Li
 Christine F. Li, Esq.

RECORD AND RETURN TO:

GREENBAUM, ROWE, SMITH,
 RAVIN & DAVIS
 P O. Box 5600
 Woodbridge, New Jersey 07095
 Attention: Christine F. Li, Esq.

RTF EXEMPT
 CHARGE \$288
 308

RECORDED
 SEP 17 1996 1:21 PM
 MONMOUTH COUNTY CLERK
 JANE B. CLAYTON

420239

DB5534 -047

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GLENBROOK ESTATES CONDOMINIUM

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- "B" - Final Map
- "C" - Architectural Drawings
- "D" - Certificate of Incorporation of Glenbrook
Condominium Association, Inc.
- "E" - By-Laws of Glenbrook Condominium Association, Inc.
- "F" - Schedule of Proportionate Interest in Common Elements

MASTER DEED
FOR
GLENBROOK ESTATES CONDOMINIUM

THIS MASTER DEED is made this 27th day of AUGUST, 1996, by Glenbrook Estates, Inc., a New Jersey corporation having its principal office at 710 Tennent Road, Manalapan, New Jersey (from now on called the "Developer").

WHEREAS, the Developer is the owner of the fee simple title to certain real property situated in the Township of Marlboro, County of Monmouth and State of New Jersey, consisting of an aggregate of approximately 4.24 acres of land, being more particularly described by a legal, metes and bounds, description appended hereto as Exhibit "A" and being graphically depicted on that certain map captioned "Glenbrook Estates, Final Map, Condominium Section - Tax Block 412, Lot 166 and Tax Block 413, Lot 24, Township of Marlboro, Monmouth County, New Jersey" prepared by Crest Engineering Associates, Inc., dated May 2, 1995 and revised through September 21, 1995 (from now on called the "Survey") and appended hereto as Exhibit "B" (from now on called the "Property");

WHEREAS, the Developer proposes to develop a residential community upon the Property and to establish the condominium form of ownership for same pursuant to the provisions of the New Jersey Condominium Act, N.J.S.A. 46:8B-1 et seq., under the name "Glenbrook Estates Condominium" (from now on called the "Condominium");

WHEREAS, the Developer intends to develop five (5) residential structures (from now on called "Buildings") in which are located in each Building sixteen (16) residential dwellings (from now on called "Units") for a total of eighty (80) Units, together with certain roadways, driveways, walkways and other improvements, all as are more particularly shown on Exhibit "B" hereof and/or on those certain architectural drawings and floor plans prepared by Pieter W. Van Aartnjk AIA, P.E. Freehold, New Jersey, appended hereto as Exhibit "C";

WHEREAS, the Developer has established or is about to establish the Glenbrook Condominium Association, Inc., a New Jersey nonprofit corporation, for the administration, operation and management of the Condominium and the improvements therein intended for the common use and enjoyment of the residents of the Condominium, all as provided for by law, this Master Deed, the Certificate of Incorporation and/or the By-Laws of Glenbrook Condominium Association, Inc.; and

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WHEREAS, all owners of the Units in the Condominium will automatically be members of Glenbrook Condominium Association, Inc. and subject to the Master Deed, the Certificate of Incorporation, By-Laws and Rules and Regulations of same.

THEREFORE, WITNESSETH:

ESTABLISHMENT OF CONDOMINIUM. The Developer does hereby submit, declare and establish, in accordance with N.J.S.A. 46:8B-1 et seq., the condominium form of ownership for that parcel of land described in Exhibit "A" hereof, as shown on Exhibit "B" hereof, together with all improvements constructed or to be constructed upon the aforesaid land, said land and the actual or proposed improvements being graphically depicted on Exhibits "B" and "C" hereof.

ARTICLE I

DEFINITIONS

1.00. General. The following words and terms, when used in this Master Deed, the Certificate of Incorporation, the By-Laws and/or the Rules and Regulations, shall have the following meanings, unless the context in which same are utilized clearly indicates otherwise. Unless the context clearly indicates otherwise, all definitions set forth in N.J.S.A. 46:8B-3 are incorporated herein by reference and the definitions set forth herein shall be used in conjunction therewith.

1.01. "Affiliate" means any entity which controls, is controlled by or is under common control with the Developer. An entity "controls" the Developer if the entity: (i) is an officer, director or employer of the Developer; (ii) directly or indirectly or acting in concert with one or more other entities, or through one or more subsidiaries, owns, controls, holds the power to vote or holds proxies representing more than twenty (20%) percent of the Developer, (iii) controls in any manner the election of the majority of the directors of the Developer or (iv) has contributed more than twenty (20%) percent of the capital of the Developer. An entity is "controlled by" the Developer if the Developer: (i) is a general partner, officer, director or employer of the entity, (ii) directly or indirectly or acting in concert with one or more other entities owns, controls, holds the power to vote or holds proxies representing more than twenty (20%) percent of the voting interest in the entity, (iii) controls in any manner the election of a majority of the directors of the entity or (iv) has contributed more than twenty (20%) percent of the

capital of the entity. Control does not exist if the powers described in this section are held solely as security for an obligation and are not exercised.

1.02. "Affordable Housing Plan and Affirmative Marketing Plan" shall mean and refer to the Affordable Housing Plan and Affirmative Marketing Plan for Glenbrook Estates Condominium of Glenbrook Estates, Inc. as required by the Township of Marlboro, as approved by the Township Attorney of the Township of Marlboro and the attorney for the Township of Marlboro Planning Board pursuant to the conditions of that certain resolution of the Township of Marlboro Planning Board granting final site plan approval for the Condominium, and as found acceptable to the Township Council of the Township of Marlboro and recorded in the Monmouth County Clerk's Office subsequent to the recordation of this Master Deed.

1.03. "Affordable Apartment Units" shall mean and refer to all Units within the Condominium which, pursuant to the terms of the Affordable Housing Plan, have been restricted by covenants running with title to same requiring that such Units shall, for a specified term, be owned and occupied by households meeting the eligibility criteria established in the Affordable Housing Plan and Affirmative Marketing Plan. Such Affordable Apartment Units are sometimes referred to as the "Units", "Mount Laurel" Units or Low and Moderate Income Units. The approximate dimensions and other architectural details relative to the Affordable Apartment Units are reflected on Exhibit "C" hereof.

1.04. "Amendment and Supplement" to the Master Deed shall mean and refer to the documentary supplementation to this instrument permitted and required by this Master Deed to be recorded by the Developer in the Monmouth County Clerk's Office in connection with the Developer's exercise of one or more of its reserved rights established herein.

1.05. "Board" or "Board of Directors" shall mean and refer to the Board of Directors of the Condominium Association and any reference herein or in the Certificate of Incorporation, By-Laws and/or Rules and Regulations to any power, duty, right of approval or any other right of the Condominium Association shall be deemed to refer to the Board and not the membership of the Condominium Association, unless the context expressly indicates the contrary.

1.06. "Building" shall mean and refer to all the enclosed structures containing Units and structural improvements appurtenant thereto that are incorporated by this Master Deed.

1.07. "By-Laws" shall mean and refer to the By-Laws of the Condominium Association, a copy of which document is attached hereto as Exhibit "E" together with all future amendments and/or supplements thereto.

1.08. "Certificate of Incorporation" shall mean and refer to the Certificate of Incorporation of the Condominium Association, a copy of which is attached hereto as Exhibit "D", together with all future amendments and/or supplements thereto.

1.09. "Common Elements", when used alone, shall mean and refer to the "General Common Elements", "Limited Common Elements" and "Reserved Common Elements", collectively.

1.10. "Common Expenses" shall, subject to the provisions of Article VI hereof, mean and refer to all those expenses anticipated by N.J.S.A. 46:8B-3(e), in addition to all expenses, including reserves, incurred or assessed by the Condominium Association, or its directors, officers, agents or employees, in the lawful performance of their respective duties or powers.

1.11. "Condominium" shall mean and refer to: (i) all the lands and premises described in Exhibits "A" and "B"; (ii) all improvements now or hereinafter constructed in, upon, over or through such lands and premises, whether or not shown on any Exhibit hereto; and (iii) all rights, roads, waters, privileges and appurtenances thereto belonging or appertaining; and (iv) the entire entity created by the execution and recording of this Master Deed.

1.12. "Condominium Act" shall mean and refer to the provisions of N.J.S.A. 46:8B-1 et seq., and all applicable amendments and supplements thereto.

1.13. "Condominium Association" or "Association" shall mean and refer to Glenbrook Condominium Association, Inc., a New Jersey nonprofit corporation, formed or about to be formed to administer, manage and operate the common affairs of the Unit Owners of the Condominium and to maintain, repair and replace the General and Limited Common Elements of the Condominium, all as provided for in this Master Deed and/or the Certificate of Incorporation and/or the By-Laws of the Condominium Association.

1.14. "Developer" shall mean and refer to Glenbrook Estates, Inc., a New Jersey corporation, its successors and assigns, and includes any successor to the Developer contemplated by Article XIV of this Master Deed.

1.15. "First Mortgage" shall mean and refer to the first or paramount Mortgage, the lien of which encumbers a Unit.

1.16. "General Common Elements" shall have the same meaning as "Common Elements" pursuant to N.J.S.A. 46:8B-3(d), except as same may be modified by the provisions of Article IV hereof.

1.17. "Institutional Lender" shall mean and refer to any bank, mortgage banker, trust company, insurance company, savings and loan association, pension fund or other financial institution or governmental agency providing, acquiring, insuring, guaranteeing or proposing to provide, acquire, insure or guarantee Mortgages. It shall also mean and include the Federal National Mortgage Association (FNMA), the Veteran's Administration (VA), the Federal Home Loan Mortgage Corporation (FHLMC) and the Federal Housing Administration (FHA) and any other similar governmental or quasi-governmental entity that provides, acquires, insures or guarantees or proposes to provide, acquire, insure or guarantee Mortgages.

1.18. "Lease" shall mean and refer to any agreement for the leasing, rental, use or occupancy of a Unit of the Condominium, other than the conveyance of title thereto and regardless of the name given to such agreement.

1.19. "Limited Common Elements" shall have the same meaning as "limited common elements" pursuant to N.J.S.A. 46:8B-3(j), except as same may be modified by the provisions of Article IV hereof.

1.20. "Master Deed" shall mean this Master Deed for Glenbrook Estates Condominium, together with all Amendments and Supplements hereto, recorded in the office of the Clerk of Monmouth County.

1.21. "Member" shall mean all those Unit Owners who are members of the Condominium Association as provided in Article II of the By-Laws.

1.22. "Mortgage" shall mean and refer to the duly recorded instrument and underlying obligation giving rise to a mortgage lien upon any Unit.

1.23. "Mortgage Holder" shall mean and refer to the holder of record of a Permitted Mortgage or one who insures or guarantees any Permitted Mortgage.

1.24. "Notice Mortgagee" shall mean and refer to any Institutional Lender holding a First Mortgage which has requested notice of certain matters as more particularly detailed in Article XIII of this Master Deed.

1.25. "Owner" or "Unit Owner" shall mean and refer to the record owner or co-owners, whether one or more persons, firms, associations, corporations or other legal entities, of the fee simple title to a Unit incorporated as part of the Condominium as shown in the records of the Monmouth County Clerk's Office, but, in spite of any applicable theory of mortgage, shall not mean or refer to a mortgagee or trustee under a Mortgage or deed of trust unless and until such mortgagee or trustee has acquired title to any such Unit pursuant to foreclosure proceedings or any proceeding in lieu of foreclosure. The terms Owner and Unit Owner also shall not mean or refer to any lessee or tenant of an Owner or Unit Owner.

1.26. "Permitted Mortgage" shall mean and refer to any Mortgage that is held by an Institutional Lender or which is a purchase money First Mortgage held by the Developer or any other seller of a Unit. It shall also mean and include any other Mortgage, the lien of which, by the express terms of the Mortgage, is subordinate to any and all existing or future Common Expense liens imposed against Units by the Condominium Association. Any acquisition, construction, permanent or other Mortgage placed by the Developer upon all or a portion of the Property, including any Unit, shall also be deemed a Permitted Mortgage so long as same is expressly made subordinate to this Master Deed, the Affordable Housing Plan and Affirmative Marketing Plan and provides a mechanism for securing partial releases for Units and their respective appurtenant interest in the Common Elements encumbered by same, incrementally or in bulk.

1.27. "Property" shall mean and refer to the unimproved land submitted to the condominium form of ownership and thereby incorporated as part of the Condominium upon the recordation of this Master Deed in the Monmouth County Clerk's Office as described and graphically depicted, respectively, in Exhibits "A" and "B" hereof.

1.28. "Reserved Common Elements" shall mean and refer to those portions of the General Common Elements, if any, that the Board may designate as available to less than all Unit Owners and for use of which a charge may be imposed pursuant to Article IV hereof.

1.29. "Rules and Regulations" shall mean those rules and regulations of the Condominium Association that may be promulgated, adopted, amended and published by same, together with all future amendments or supplements thereto.

1.30. "Senior Citizen Household" shall mean and refer to a household with at least one (1) member who is fifty-five (55) years of age or older as authorized by the Fair Housing Amendments Act of 1988, as same may be amended or modified from time to time. The term "Senior Citizen Unit" shall also mean and refer to a Senior Citizen Household.

1.31. "Unit" shall mean a part of the Condominium designated and intended for independent ownership and use as a residential dwelling regardless of type and all as more specifically described in Article III hereof, and shall not be deemed to include any part of the General Common Elements or Limited Common Elements situated within or appurtenant to a Unit.

ARTICLE II

GENERAL DESCRIPTION OF THE CONDOMINIUM

2.01. The Condominium. Upon the recordation of this Master Deed, the Condominium shall consist of all of the unimproved land legally described and graphically depicted, respectively, in Exhibits "A" and "B" hereof, consisting of approximately 4.24 acres and eighty (80) Affordable Housing Units located or to be located in not more than five (5) Buildings, together with all site improvements to the Property, all as graphically depicted upon Exhibits "B" and "C" hereof, in addition to all rights, privileges, roads, waters and appurtenances thereto belonging or appertaining.

2.02. Recordation of the Master Deed. Upon the recording of this Master Deed, the Developer shall be the Owner of every Unit then incorporated within the Condominium, including its appurtenant proportionate interest in the Common Elements, and, in spite of anything else in this Master Deed to the contrary, shall have the right to advertise, promote, develop, construct, sell, convey, lease, or otherwise dispose of each such Unit as it may deem appropriate in its sole discretion, subject to those restrictions and limitations regarding Affordable Apartment Units imposed by the Township of Marlboro and/or the Affordable Housing Plan and Affirmative Marketing Plan, as any one or all of same may be amended.

ARTICLE III

DESCRIPTION OF UNITS

3.01. Boundary. The approximate dimensions, areas and locations of the Buildings and Units within the Condominium are shown graphically on Exhibits "B" and "C" hereof. Each Unit is intended to contain all space within the area bounded by the interior surface of the perimeter walls of each Unit and the lowermost subfloor and the uppermost ceiling of each Unit as follows:

BOTTOM: The bottom of each Unit is a horizontal plane along and coincident with the innermost surface of the floor joists and extending in every direction to the point where it closes with a side of such Unit.

TOP: The top of each Unit is an imaginary plane along and coincident with the innermost surface of the ceiling joists and extending in every direction to the point where it closes with every side of such Unit.

SIDES: The sides of each Unit are imaginary vertical planes along and coincident with the innermost surfaces of the studding of the perimeter walls. Where no wall exists, the side is an imaginary vertical plane along and coincident with the exterior surface of the windows or doors located on the perimeter of such Unit. The sides of each Unit are bounded by the bottom and top of the Unit.

3.02. Items Included in Unit. Each Unit, regardless of type, also includes all appliances, fixtures, doors, door frames, door mechanisms, window panes, window frames, window mechanisms, interior walls and partitions, gypsum board or other facing material on the walls and ceilings thereof, the subflooring and floors (including all flooring tile, ceramic tile, finished flooring, carpeting and padding) and all other improvements located within the boundaries of the Unit, as set forth in Section 3.01, which are exclusively appurtenant to such Units, although all or part thereof may not be located within the Unit, and shall include, but not be limited to, the following individual appurtenances to the extent that same serve an individual Unit only and not any other Unit or any portion of the Common Elements:

- A. so much of the common plumbing, heating or ventilating system as extends from the interior surface of the walls, floors or ceilings into the Unit;
- B. any electrical wires which extend from the interior surface of walls, floors or ceilings into the Units and any fixtures, switches, outlets and circuit breakers;
- C. all master antenna or cable television wiring which extends from the interior surface of the walls, floors or ceilings into the Unit and which is not owned by the entity providing the master antenna or cable television service;
- D. all utility meters not owned by the public utility agency supplying the service;
- E. all equipment, appliances, machinery, mechanical or other systems which serve the Unit exclusively, whether or not same are located within or without the Unit;
- F. all storage areas located within a Unit, if any, which provide storage exclusively for the Unit;
- G. any hot water heater serving the Unit exclusively; and
- H. any central air conditioning, heating or ventilating system serving the Unit exclusively, except for any portion of same concealed within the Common Elements and not readily accessible to the Unit Owner.

3.03. Interior Partitions. Interior partitions and other non-bearing walls within the confines of each Unit may, from time to time, be removed or replaced subject to the prior written approval of the Board of Directors. If a Unit Owner removes or replaces any interior partitions or walls, no amendment of the Master Deed will be necessary or required. No Unit may be partitioned or subdivided without the prior written approval of any Mortgage Holder for such Unit and the Board of Directors. None of the foregoing approvals shall apply to Developer prior to the initial conveyance of any Unit(s) from the Developer to another Unit Owner not an Affiliate of the Developer.

ARTICLE IV

DESCRIPTION OF COMMON ELEMENTS

4.01. General Common Elements. All appurtenances and facilities and other items which are not part of the Units described in Article III or part of the Limited Common Elements described in Section 4.02 shall comprise the General Common Elements. The General Common Elements shall also include by way of description but not by way of limitation:

- A. all land described in Exhibit "A" and shown on Exhibit "B", whether improved or unimproved;
- B. all private streets, roadways, curbs, common walkways, common drives, common exterior stairways and common sidewalks, subject to the easements and provisions set forth in Article VIII;
- C. any common parking areas located within the Property;
- D. all lawn or landscaped areas and shrubbery as well as an unimproved and unlandscaped part of the Property;
- E. common utility conduits, common sewer laterals, other common utility lines and any underground sprinkler system, not owned by a public utility or other utility entity, and waterways, all subject to the easements and provisions set forth in Article VIII hereof;
- F. public connections and meters for gas, electricity, telephone, water and other utilities not owned by the public utility or other entities providing such services;
- G. the roofs, attic spaces, crawl spaces, foundations, footings, slabs, columns, girders, beams, supports, exterior or interior bearing or main walls and floors between Units;
- H. common exterior lighting and other facilities necessary to the upkeep and safety of the Buildings and grounds;
- I. any common equipment rooms or areas, maintenance rooms or areas and utility rooms, if any, subject to Section 4.05 hereof;
- J. any interior or exterior common stairs, steps, landings, stoops or hallways;

- K. all tangible personal property which may be owned by the Condominium Association and which is required exclusively for the operation, maintenance and administration of the Condominium;
- L. all other facilities or elements of any improvement within the Condominium necessary or convenient to the existence, management, operation, maintenance or safety of the Condominium or normally in common use; and
- M. any easement or other right which may now or hereafter be granted for the benefit of the Unit Owners(s) or others for access to or use of the General or Limited Common Elements or for any other purpose and not included within the Condominium.

4.02. Limited Common Elements. The Limited Common Elements shall include, generally, by way of description and not by way of limitation, any portion of the Common Elements to which there is direct and exclusive access from the interior of an appurtenant Unit and which shall be for the exclusive and perpetual use of such Unit. For example, any balcony or terrace to which there is direct and exclusive access from the interior of an appurtenant Unit and which is for the exclusive and perpetual use of such Unit shall be a Limited Common Element. In spite of the fact that certain portions of certain utility distribution systems may serve a particular Unit exclusively (by way of example, but not limitation, so much of a gas line, water pipe, sanitary sewer pipe, electrical conduit, etc. that runs from a common lateral or individual meter to the Unit), any such portion of such a system that is not owned by the utility provider or is not accessible from the Unit shall be deemed a Limited Common Element.

4.03. Cleaning, Maintenance, Repair and Replacement of Limited Common Elements. The Owner of a Unit having use exclusive of any Limited Common Element shall be responsible to pay the cost and expenses of any maintenance, repairs or replacement of that Limited Common Element necessitated by his or their own negligent act or omission, misuse or neglect, or the negligent act or omission, misuse or neglect of their family members, household pets, guests, occupants or visitors, regardless of whether authorized by the Unit Owner. All cleaning, maintenance, repair and replacement of Limited Common Elements shall be the responsibility and

designated as a Reserved Common Element for exclusive use by the Unit Owner's lessee before such designation can be made for the benefit of a lessee.

responsibility and liability for any Common Element that is to be designated as a Reserved Common Element for exclusive use by non-Unit Owners, except for non-Unit Owners who are lessees in occupancy. Under such circumstances, the Unit Owner must accept, in writing, primary responsibility and liability for any Common Element that is to be designated as a Reserved Common Element for exclusive use by the Unit Owner's lessee before such designation can be made for the benefit of a lessee.

shall be paid to the Association and shall be available for use by the Association in the same manner as Common Expense assessments. In spite of the foregoing, no part of the Common Elements shall be designated as Reserved Common Elements for exclusive use by non-Unit Owners, except for non-Unit Owners who are lessees in occupancy. Under such circumstances, the Unit Owner must accept, in writing, primary responsibility and liability for any Common Element that is to be designated as a Reserved Common Element for exclusive use by the Unit Owner's lessee before such designation can be made for the benefit of a lessee.

4.06. Reserved Common Elements. The Board of Directors shall have the power in its discretion to: (i) designate from time to time certain Common Elements as "Reserved Common Elements;" (ii) grant reserved rights therein to the Association or to any or less than all of the Unit Owners; (iii) establish a reasonable charge or to such Unit Owners for the use and maintenance thereof; and (iv) promulgate, adopt, amend, publish and enforce such Rules and Regulations as it shall deem appropriate governing the use thereof. Such designation by the Board shall not be construed as a sale or disposition of the Common Elements. Any fee paid for such reserved rights shall be paid to the Association and shall be available for use by the Association in the same manner as Common Expense assessments. In spite of the foregoing, no part of the Common Elements shall be designated as Reserved Common Elements for exclusive use by non-Unit Owners, except for non-Unit Owners who are lessees in occupancy. Under such circumstances, the Unit Owner must accept, in writing, primary responsibility and liability for any Common Element that is to be designated as a Reserved Common Element for exclusive use by the Unit Owner's lessee before such designation can be made for the benefit of a lessee.

colors, manufacturers, etc.

include but shall not be limited to schedules, standards, specifications, materials, architectural and visual harmony, as well as safety. Such Rules and Regulations may include but shall not be limited to schedules, standards, specifications, materials, colors, manufacturers, etc.

4.05. Condominium Association's Regulation of Use, Cleaning, Maintenance, Repair and/or Replacement of Limited Common Elements. The Condominium Association shall have the right to promulgate, adopt, amend, publish and enforce such Rules and Regulations as it may deem appropriate and/or necessary to regulate a Unit Owner's use, cleaning, maintenance, repair and/or replacement of the Limited Common Elements for which Unit Owners are responsible so as to assure aesthetic, architectural and visual harmony, as well as safety. Such Rules and Regulations may include but shall not be limited to schedules, standards, specifications, materials, colors, manufacturers, etc.

4.04. Rights to Use Limited Common Elements. A Unit Owner's right to use the Limited Common Elements appurtenant to his Unit may not be transferred apart from the conveyance of title to his Unit.

Elements and whose Unit has such Limited Common Elements as an appurtenance.

financial obligation of the Unit Owner who has exclusive use of such Limited Common Elements and whose Unit has such Limited Common Elements as an appurtenance.

ESTATE ACQUIRED AND MEMBERSHIP INTEREST

ARTICLE V

5.01. Estate Acquired. The owner of each Unit shall have such an estate therein as may be acquired by grant, by purchase or by operation of law, including an estate in fee simple, and shall acquire as an appurtenance thereto an undivided proportionate interest in the Common Elements of the Condominium, which shall not be divisible from the Unit to which it appertains.

5.02. Proportionate Interest in Common Elements. Each Unit's appurtenant relative proportionate interest in the Common Elements of the Condominium, expressed as a percentage of the whole in accordance with N.J.S.A. 46:8B-9(g), as calculated by the Developer, is set forth in Exhibit "F" attached hereto. The relative proportionate interest of each Unit in the Common Elements expressed as percentage in Exhibit "F" has been rounded to the nearest hundredth of a percent in order to avoid an interminable series of digits. In addition, if necessary, the proportionate interest appurtenant to one or more of the Units has been arbitrarily adjusted to the percentage necessary to apportion the entirety of the Common Elements. Each Unit's appurtenant relative proportionate interest in the Common Elements of the Condominium shall be used, in addition to such other uses as may be provided in this Master Deed, to allocate the division of proceeds, if any, resulting from any casualty loss, eminent domain proceedings, common surplus or from any other disposition of the Common Elements. Except as otherwise provided in this Master Deed, the proportionate interest in the Common Elements appurtenant to each Unit shall remain fixed.

5.03. Voting. Each Unit owner in good standing shall be entitled to cast a vote for each Unit to which he holds title, which vote shall be equal in weight to the relative proportionate interest in the Common Elements appurtenant to the Unit for which it is cast. The Developer shall be entitled to cast all votes for Units owned by it, but shall not be permitted to vote for the purpose of amending this Master Deed or the By-Laws or any other document or for the purpose of changing the permitted use of a Unit or reducing the Common Elements.

5.04. No Partition. Subject to the provisions of this Master Deed, the

Certificate of Incorporation, the By-Laws and the New Jersey Condominium Act, the Common Elements shall remain undivided and no Unit Owner(s) shall bring any action

estopped of the right to thereafter enforce the same.

herein contained for any period of time shall in no event be deemed a waiver or Developer, the Condominium Association or any Unit Owner to enforce any covenant created by this Master Deed or any covenant contained herein. Failure by the circumvent any of the aforesaid and against any Unit Owner to enforce any lien person or persons, firm or corporation violating or attempting to violate or any Unit Owner in any court or administrative tribunal having jurisdiction of any or for injunctive relief, or both, by the Developer, the Condominium Association or foregoing shall be grounds for commencement of an action for the recovery of damages, as any amendments or supplements to the foregoing. Failure to comply with any of the Rules and Regulations, the Affordable Housing Plan and any other documents, as well provisions of this Master Deed, the Certificate of Incorporation, the By-Laws, the "law" of governmental authorities having jurisdiction over the Condominium, the regulations, resolutions, ordinances or other judicial, legislative or executive comply with, and shall assume ownership or occupancy subject to statutes, rules and

5.06. Compliance by Owners. Each Owner or occupant of a Unit shall

Association.

Regulations which may now or hereafter be established for or by the Condominium Condominium Act, the Certificate of Incorporation, the By-Laws and the Rules and title to his Unit, subject to all provisions of this Master Deed, the New Jersey Condominium Association and shall be a Member for so long as he shall hold legal deed to a Unit, each Unit Owner shall automatically become a Member of the

5.05. Membership in the Condominium Association. Upon acceptance of a

conveyance or encumbrance.

expressly mentioned or described in the deed of conveyance or other instrument of and shall be deemed conveyed or encumbered with the Unit even if such interest is not in the Common Elements shall not be separated from the Unit to which it appertains for partition or division thereof. In addition, the undivided proportionate interest

sole discretion of the Board of Directors.

Board of Directors and the manner of their expenditure shall be determined in the months for Common Expenses of the Condominium Association deemed necessary by the this Master Deed, the By-Laws or as required by the Condominium Act. The amount of Buildings and to otherwise maintain and operate the Condominium as contemplated by assessments in an amount at least sufficient to maintain the exterior of the perpetual obligation of the Board of Directors to fix annual Common Expense 6.03. Annual Common Expense Assessments. It shall be an affirmative and

charges may be maintained without waiving the lien securing the same. property. Suit to recover a money judgment for unpaid assessments, fines or other the Condominium Association in the same manner as a foreclosure of a mortgage on real assessments, fines or other charges may be foreclosed by suit brought in the name of (including reasonable attorney's and paraprofessional fees). Liens for unpaid N.J.S.A. 46:8B-21, together with such interest thereon and cost of collection thereof such Unit, except as otherwise contemplated by Article XIII of this Master Deed or assessment, fine or other charge fell due, and of each subsequent record Owner of and several personal obligation of the Owner(s) of such Unit at the time when the owned by the Unit Owner against whom they were assessed and shall also be the joint shall be a continuing lien upon the Unit against which they were assessed or the Unit assessment and all fines and other charges assessed against a Unit or a Unit Owner avoid liability for Common Expenses by non-use of the Common Elements. Each 6.02. Liability for Assessments. No Unit Owner may waive or otherwise

Laws.

Condominium Association all assessments contemplated in this Master Deed or the By- such deed or other conveyance, shall be deemed to covenant and agree to pay to the a deed or other conveyance of a Unit, whether or not it shall be so expressed in any 6.01. Covenant to Pay Assessments. Every Unit Owner, by acceptance of

ASSESSMENTS

ARTICLE VI

6.06. Allocation of Common Expenses; Obligations of the Developer. The annual Common Expense assessment shall be allocated among all Units within any Building(s) for which an Initial Certificate of Occupancy has been issued with respect to such Unit(s). Each such Unit shall be assessed a proportionate share of the annual Common Expense assessment determined by the Unit's proportionate interest in the Common Elements as set forth in Exhibit "F" hereof. Until the conveyance of

6.05. Use of Annual Common Expense Assessments. The annual Common Expense assessment levied by the Board of Directors shall be used exclusively for promoting the health, safety, pleasure and welfare of the Members of the Condominium Association, including, but without limitation: street lighting; refuse and/or recyclable collection; snow clearing from roadways, parking areas, common sidewalks and common walkways; landscaping of unimproved Common Elements; maintenance and repair of the exterior and roofs of the Buildings, including but not limited to cleaning, painting and staining of the exterior surfaces and finishes; maintenance, repair and replacement of the Common Elements or any other improvements on the Property, including roadways and parking areas; maintenance and repair of all fences and walls; payment of applicable common taxes and insurance premiums; all costs and expenses incidental to the operation and administration of the Condominium Association; and such other items as may from time to time be deemed appropriate by the Board of Directors; provided that the annual Common Expense assessment shall not be used for capital improvements subject to Section 6.11 of this Master Deed.

6.04. Notice of Annual Common Expense Assessments. At least thirty (30) days in advance of the due date of the first annual Common Expense assessment installment for each fiscal year, the Board of Directors shall cause to be prepared a list of the Units and the annual Common Expense assessments applicable to each, according to the names of the Unit Owners. This list shall be kept in the office of the Condominium Association or its managing agent and shall be open to inspection upon the request of any Unit Owner. Written notice of the annual Common Expense assessment shall be given to every Unit Owner in the manner provided by Section 15.11 of Article XV of this Master Deed.

title to the first unit, the Developer shall be solely responsible for all Common Expenses. Following the first conveyance, the Owners of Units to whom title has been conveyed shall be responsible for their proportionate share of all Common Expenses, and the Developer shall be responsible for payment of all Common Expenses assessed against Units which have not been initially conveyed to an individual purchaser and for which an initial Certificate of Occupancy has been issued with respect to such Unit(s).

Units ultimately to be subjected to this Master Deed by the Developer and passage of control of the Board of Directors of the Condominium Association to Unit Owners other than the Developer, the Developer shall be responsible for the payment of any operating expense deficit in the Condominium Association budget so long as the operating expense component of the Condominium Association's annual Common Expense assessment for the fiscal year in question was increased by no less than ten percent (10%) from the operating expense component of the Condominium Association's annual Common Expense assessment for the immediately preceding fiscal year. If no such increase has been effected, the Developer shall still be responsible for the payment of any operating expense deficit as aforesaid provided, however, such obligation shall be limited to the net deficit remaining after an aggregate ten percent (10%) increase in the operating expense component of the Condominium Association's applicable annual Common Expense assessment has been factored into the operating expense deficit calculation. The aforesaid factor of a ten percent (10%) increase in the operating expense component of the Condominium Association's annual Common Expense assessment shall not be applicable to the Developer's obligation to subsidize any operating expense deficit of the Condominium Association at the end of its first fiscal year (full or partial) of operation. This responsibility shall not obligate the Developer for deficits caused by delinquencies of Unit Owners other than the Developer in paying their monthly installments of Common Expense assessments.

6.09. ~~Emergency Common Expense Assessment.~~ In the event the regular annual common expense assessment proves to be insufficient for an immediate need or emergency, the Board of Directors may amend the budget and assessment and levy an emergency common expense assessment. The determination of an immediate need or emergency shall be in the sole and absolute discretion of the Board of Directors. Notice of any such amendment of the budget and assessment resulting from such immediate need or emergency and the levying of an emergency common expense assessment shall be in writing and sent by mail or delivered to every Unit Owner, as provided in Section 15.11 of Article XV of this Master Deed. Such notice shall specify the due date(s) of any Emergency Common Expense assessment or any installment(s) thereof.

the acquisition of title by the purchaser of the Unit.
 portion thereof for which a new Unit Owner is liable shall be immediately due upon Owner may be liable pursuant to N.J.S.A. 46:8B-21). Such first annual assessment or twelve (subject to any common expense assessment installments for which a new Unit the remaining number of months in the then current annual assessment period bears to amount which bears the same relationship to the annual common expense assessment as current annual common expense assessment payable by the new Unit Owner shall be an as it may establish. Upon the conveyance of title to a Unit, the portion of the then first day of each month or in such other installments and upon such other due dates of Directors and shall be payable in advance in monthly installments due upon the Expense assessments shall be made for a yearly period to be determined by the Board 6.08. ~~Due Dates of Annual Common Expense Assessment.~~ Annual Common

until a new annual common expense assessment is made.
 such presumed annual assessments shall be due upon each installment payment date been made in the amount of the last prior year's assessment. Any installments of Expense assessment is not made as required, an assessment shall be presumed to have

6.07. ~~Annual Common Expense Assessment Not Made.~~ If an annual Common the Common Expense assessment to be artificially low.
 serving on the Board of Directors of the Condominium Association, it shall not cause The Developer agrees that for so long as it appoints a majority of the Directors

6.11. Capital Improvement Common Expense Assessment. In addition to the other Common Expense assessments herein authorized, the Board of Directors may levy, in any assessment year, a Capital Improvement Common Expense assessment for the purpose of acquiring or constructing a new capital improvement. It, during any assessment year, a Capital Improvement Common Expense assessment, together with all other Capital Improvement Common Expense assessments for the assessment year, exceeds in the aggregate the sum of \$15,000 increased by the percentage of increase in the Consumer Price Index for all Urban Consumers (1982-84 = 100) since 1995, it shall be authorized by the prior assent of an affirmative vote of two-thirds (2/3) in interest

Common Expense assessment.

6.10. Special Common Expense Assessment. In addition to the other Common Expense assessments authorized herein, in any assessment year, the Board of Directors may levy a Special Common Expense assessment, to defray in whole or in part the cost of any reconstruction, unexpected repair or replacement of an existing capital improvement to the Common Elements, not determined by the Board of Directors to constitute an emergency or immediate need, but for which funds held in reserve are inadequate, or for any other lawful purpose except new capital improvements subject to Section 6.11, hereof. If a Special Common Expense assessment for an assessment year together with all other Special Common Expense assessments for the assessment year exceeds in the aggregate the sum of \$15,000.00 increased by the percentage of increase in the Consumer Price Index for all Urban Consumers (1982-84 = 100) since 1995, it shall be authorized by the prior assent of an affirmative vote of two-thirds (2/3) in interest of the affected Members in good standing. This vote shall be taken at a meeting duly called for such purpose. Written notice of such meeting, stating the purpose of the meeting, shall be sent to all Unit Owners at least thirty (30) days in advance. The due date(s) of any Special Common Expense assessment or any installment(s) thereof shall be fixed in the resolution authorizing such Special

fact of the Emergency Common Expense assessment.

Within thirty (30) days of any Emergency Common Expense assessment, the Board of Directors shall memorialize, by written resolution, the factual basis for and the

of the affected Members in good standing. This vote shall be taken at a meeting duly called for this purpose. Written notice of such meeting, stating the purpose of the meeting, shall be sent to all Unit Owners no less than thirty (30) days in advance. The due date(s) of any Capital Improvement Common Expense assessment, or any installment(s) thereof, shall be fixed in the resolution authorizing the Capital Improvement Common Expense assessment.

6.12. Exemption from Capital Improvement Common Expense Assessments:

In spite of anything to the contrary herein, neither the Developer nor any Mortgage Holder shall be required to pay any assessments for new capital improvements, whether by way of regular, special, capital improvement or any other Common Expense assessment. This provision may not be amended without the written consent of Developer and every Mortgage Holder.

6.13. Remedial Common Expense Assessment. In addition to the other

Common Expense assessments herein authorized, the Board of Directors may levy a Remedial Common Expense assessment against any individual Unit(s) whenever required or permitted to do so by the provisions of this Master Deed, the By-Laws and/or the Condominium Association's Rules and Regulations expressly authorizing such a Remedial Common Expense assessment, such as, but not limited to, Article VII of this Master Deed. The Board of Directors may also provide by its Rules and Regulations for ordinary maintenance and minor repairs and replacements for which the Unit Owner is responsible to be furnished to Units or limited Common Elements by Condominium Association personnel or representatives and charged as a Remedial Common Expense assessment.

6.14. Additional Common Expense Assessment for Real Estate Taxes Assessed

on a Bulk Basis. In spite of anything to the contrary contained in this Master Deed, the Certificate of Incorporation, the By-Laws or in any Mortgage requiring the establishment of an escrow for the payment of real estate taxes and until such time as the Township of Marlboro assesses and bills Units for real estate taxes on a per-Unit rather than a bulk basis, the Board of Directors may and hereby is empowered to assess and collect from all Unit Owners, as an Additional Common Expense assessment

Marlboro. Any interest surplus beyond the amount needed by the Condominium estate taxes relative to the Condominium assessed or estimated by the Township of assessment and collection procedure required to effectuate payments of the bulk real Condominium Association's expenses in administering the Additional Common Expense be transferred to the Condominium Association's operating account to defray the exist for the payment of bulk real estate taxes or, absent any such deficit, shall Condominium Association and shall be applied toward funding any deficit that may of Marlboro. All interest earned on such escrows shall inure to the benefit of the interest bearing account until such amounts are required to be paid to the Township estate taxes shall be held in escrow by the Condominium Association in a segregated Condominium Association as authorized hereunder for the purpose of paying bulk real Any and all Additional Common Expense assessments collected by the

payment of such taxes.

or assessed real estate taxes are due in order to create an escrow for the prompt bulk basis may be collected in advance of the actual date upon which such estimated or assessed by the Township of Marlboro relative to the Condominium on a levied hereunder for the purpose of paying estimated or assessed real estate taxes Directors, in its sole and absolute discretion, Additional Common Expense assessments estimates or assessments. To the extent deemed appropriate by the Board of discretion, deems necessary to pay, in a timely fashion, such bulk real estate tax manner and with such frequency as the Board of Directors, in its sole and absolute relative to the Condominium on a bulk basis may be assessed and collected in such of paying real estate taxes estimated or assessed by the Township of Marlboro Deed, Additional Common Expense assessments and collections thereof for the purpose collection of other Common Expense assessments authorized or required by this Master anything contained in this Master Deed or the By-Laws with regard to assessment and of Marlboro relative to the Condominium on a bulk basis. Furthermore, in spite of create a reserve for paying real estate taxes estimated or assessed by the Township other, authorized by this Master Deed, such amounts as may be necessary to pay or separate and apart from all other Common Expense assessments, regular, special or

Association to defray such expenses shall be available to the Condominium Association to expend for any operating expense it deems appropriate or for transfer to its reserves for repair and replacement and/or deferred maintenance. In the alternative, any such interest surplus may be distributed to the appropriate Unit Owners on the same basis as the assessment of the Additional Common Expense assessment. In any event, the choice of the manner in which any such interest surplus will be disposed of shall be in the sole and absolute discretion of the Board of Directors.

Each Unit Owner's liability for Additional Common Expense assessments authorized hereunder for the payment of bulk real estate taxes estimated or assessed by the Township of Marlboro relative to the Condominium shall be allocated based upon the then current proportionate liability for Common Expense assessments of Units then incorporated within the Condominium that are the subject of any such bulk estimate or assessment or such other equitable basis of allocation as the Board of Directors deems appropriate in its sole and absolute discretion.

Once the Township of Marlboro commences assessment and billing of real estate taxes on a per-Unit rather than a bulk basis, the Condominium Association shall promptly refund, without interest, to the applicable Unit Owners, their respective bulk real estate tax escrow balance, if any, being held by the Condominium Association. Furthermore, once the Township of Marlboro commences assessment and billing of real estate taxes on a per-Unit rather than a bulk basis, the Condominium Association shall have no further responsibility for any real estate taxes assessed against Units of the Condominium unless it becomes the record Owner of a Unit(s). Any and all remedies available to the Condominium Association pursuant to this Master Deed, the By-Laws and/or applicable law for the collection of other delinquent Common Expense assessments shall be equally available to the Condominium Association for the collection of a delinquent Additional Common Expense assessment assessed for the purpose of paying bulk real estate taxes estimated or assessed by the Township of Marlboro relative to the Condominium. This shall include, but not be limited to, the filing of a Claim of Lien and, if necessary, the foreclosure of such lien.

6.15. Miscellaneous Common Expense Assessments. Any and all fines, late charges, costs of collection (including reasonable attorneys' and paraprofessional fees), interest on unpaid assessments, capital contributions, membership fees, escrow deposits or any other sums required to be paid to the Condominium Association by a Unit Owner by the provisions of this Master Deed, the By-Laws, the Certificate of Incorporation, the Rules and Regulations of the Condominium Association or any duly adopted Resolution of the Board of Directors shall be deemed Common Expense assessments which each Unit Owner has covenanted and agreed to pay according to the provisions of Section 6.01 of this Master Deed and for which each Unit Owner is liable according to the provisions of Section 6.02 of this Master Deed and shall be

proportional share of assessed or estimated bulk real estate taxes. from the current Unit Owner any and all amounts representing that Unit's any effect upon the Condominium Association and its ability to assess and collect of the Unit. No such adjustment between a Unit Owner and the purchaser shall have amounts paid to the Condominium Association for real estate taxes with the purchaser real estate taxes on a per-Unit basis must make any desired financial adjustments for the point in time that the Township of Marlboro commences assessment and billing of run with title to the Unit. Accordingly, Unit Owners selling their Units prior to the Units are assessed and billed for real estate taxes on a per-Unit basis, shall Unit. Instead, entitlement to all such amounts, including any refund of same once a portion of time during which the former Unit Owner no longer held title to the paid to the Township of Marlboro for real estate taxes for a period that will include the Township of Marlboro and regardless of the fact that such amounts may have been regardless of the fact that such amounts might be held in escrow and not yet paid to shall be refundable to the former Unit Owner by the Condominium Association amounts paid by such Unit Owner to the Condominium Association for real estate taxes assessed relative to the Condominium on a per-Unit rather than a bulk basis, no the Township of Marlboro commences assessment and billing for real estate taxes In the event a Unit Owner sells his Unit prior to the point in time that

7.01. Responsibilities of Unit Owners. Each Unit Owner is responsible to perform all of the maintenance, repairs and replacements that may be required within the boundaries of his own Unit, at his own expense, and in accordance with the requirements of this Master Deed, the By-Laws and any Rules and Regulations of the Association. Unit Owners are similarly responsible for all of the improvements appurtenant to their Units and located within the boundaries of same including by way

MAINTENANCE RESPONSIBILITIES

ARTICLE VII

assessed.

6.17. Interest in Common Surplus. Any common surplus of the Condominium Association resulting from an excess of income over expenses that the Board, in its sole and absolute discretion, opts to refund to Unit Owners pursuant to the By-Laws, shall be allocated among the Members in the same manner as those expenses were

6.16. Certificate of Payment. The Condominium Association shall, upon the written request to it, issue to any Unit Owner or purchaser of a Unit prior to the completion of a voluntary sale of same a certificate signed by an officer of the Condominium Association showing the amount of unpaid assessments levied against the Unit in question by the Condominium Association. Such certificate shall be issued within ten (10) business days of the Condominium Association's receipt of the written request. In addition, the holder of a Mortgage on a Unit or any other holder of a record lien encumbering a Unit may likewise request and receive such a certificate from the Condominium Association. Anyone entitled to request and receive such a Certificate, other than the Unit Owner at the time of issuance of such certificate, and who relies upon the certificate shall be entitled to rely thereon and his liability for assessments levied by the Condominium Association up to the date of issuance of the certificate shall be limited to the amounts set forth therein in the event he acquires title to the Unit subsequent to the issuance of the certificate.

collectible by the Condominium Association in the same manner as other assessments pursuant to the provisions hereof and N.J.S.A. 46:8B-21.

of example but not by way of limitation those improvements described in Section 3.02 of this Master Deed.

In addition, each Unit Owner shall be responsible to perform at his own expense all of the maintenance, repairs and replacements that may be required for improvements appurtenant to his Unit, as such improvements are defined in Section 3.02 herein, which are not located within the boundaries of his Unit as set forth in Section 3.01, when the following conditions are met:

- A. the improvement is accessible without a breaking or intrusion into the Common Elements or any other Unit; and
- B. the improvement is not functionally connected with a Common Element or a component of an integrated system which serves more than one Unit.

The cutting, removal or other disturbance of wallboard or any similar material within the Unit Owner's own Unit in order to gain access shall not be considered "a breaking or intrusion" as aforesaid.

Unit Owners shall be responsible to perform at their own expense all of the routine cleaning that may be required for any Limited Common Elements designated for the exclusive use of their Units as such Limited Common Elements are defined in Section 4.02 herein but subject to such qualifications as are set forth in Sections 4.03 and 4.05 herein.

Each Unit Owner is responsible to promptly report to the Board of Directors, in writing, any defect or need for maintenance, repairs and/or replacements, the responsibility for which is that of the Association.

7.02. Responsibilities of the Association - General. The Association shall furnish the maintenance, repairs and replacements that are required for the functioning of any common plumbing, common heating, common air-conditioning, common mechanical, common electrical, common sewer or common water supply systems. It shall furnish all maintenance, repairs and replacements required for the General Common Elements as such are defined in Section 1.16 herein, including, but not limited, to the exterior and roof of Buildings, the parking areas, roadways, common sidewalks,

common walkways, common stairways, common hallways, fences and walls. All of the expenses of the Association in discharging the aforesaid responsibilities shall be Common Expenses. Claims relative to defects in Common Elements shall be processed in accordance with N.J.A.C. 5:25-5.5 regarding warranty coverage and claims.

The Association shall also furnish the maintenance, repairs and replacements that are required for any improvement appurtenant to a Unit, as such improvements are defined in Section 3.02 herein, not located within the boundaries of the Unit and not meeting the conditions set forth in Section 7.01 herein. The expenses incurred by the Association in doing so shall be levied against the Owner of that Unit as a Remedial Common Expense assessment.

7.03. Rights of the Association. The Association may effect emergency maintenance, repair and/or replacement to any Unit or Limited Common Element for which the Unit Owner is responsible but which the Unit Owner has failed to perform, but the expenses incurred by the Association in doing so shall be levied against the Owner of that Unit as a Remedial Common Expense assessment. The Association may also effect non-emergency maintenance, repair and/or replacement to any Unit or Limited Common Element for which the Unit Owner is responsible but which the Unit Owner has failed to perform and charge the reasonable expenses of the repair to the Unit Owner as a Remedial Common Expense assessment, but only if (i) any such failure by the Unit Owner will have a material and adverse impact upon any other portion of the Condominium and (ii) the Unit Owner responsible for such maintenance, repair and/or replacement has failed to remedy the situation within thirty (30) days after the Association has given the Unit Owner written notice of the need for such maintenance, repair and/or replacement.

7.04. Damage Due to Negligence, Omission or Misuse. If, due to the negligent act or omission of or misuse by a Unit Owner, or a member of his family or household pet, or a guest, occupant or visitor (whether authorized or unauthorized by the Unit Owner), damage shall be caused to the Common Elements or to a Unit(s) owned by others, or maintenance, repairs or replacements shall be required which would otherwise be a Common Expense, the Unit Owner so responsible shall pay for such

damage and be liable for any damages, liability, costs and expenses, including attorney's fees, caused by or arising out of such circumstances as a Remedial Common Expense assessment, and such maintenance, repairs and replacements to the General or Limited Common Elements or the Unit(s) shall be subject to the By-Laws and the Rules and Regulations.

ARTICLE VIII

EASEMENTS

8.01. Unit Owner Easements. Every Unit Owner, his successors and assigns, shall have the following perpetual easements with respect to the Condominium:

- A. A non-exclusive easement in, upon, over, under, across and through the Common Elements to keep, maintain, use, operate, repair and replace his Unit in its original position and in every subsequent position to which it changes by reason of the gradual forces of nature and the elements;
- B. An exclusive easement for the existence and continuance of any encroachment by his Unit upon any adjoining Unit or upon any Common Elements, now existing or which may come into existence hereafter as a result of construction, reconstruction, repair, shifting, settlement or movement of any portion of a Building or a Unit, so that any such encroachment may remain undisturbed so long as the Building within which the Unit is located stands;
- C. A non-exclusive easement for ingress and egress to his Unit and for access to and use of the Limited Common Elements appurtenant to his Unit, if any, in, upon, under, over, across and through the General Common Elements;
- D. An exclusive easement to use and enjoy the surfaces of the main walls (including any windows or doors, therein), ceilings, floors, stairway and foyer of his Unit;

- E. An easement in common with the Owners of all other Units to use any and all pipes, wires, ducts, cables, conduits, public utility lines, television systems, master antenna facilities or other General Common Elements located within any of the other Units and/or in, upon, under or over the Common Elements and serving his Unit;
- F. A perpetual but non-exclusive easement in, over and through the General Common Elements to use any and all common roadways, common walkways and other common facilities within the Condominium, subject to the right of the Board of Directors to:
- (i) promulgate, adopt, publish and enforce Rules and Regulations for the use and enjoyment thereof;
 - (ii) suspend this easement right (other than for access to his Unit and the Limited Common Elements appurtenant thereto, if any) for any period during which any Common Expense assessment remains unpaid, or for any period during which any infraction of its published Rules and Regulations continues, it being understood that any suspension for either non-payment of any assessment or a breach of Rules and Regulations of the Condominium Association shall not constitute a waiver or discharge of the Unit Owner's obligation to pay the assessment; and
 - (iii) designate portions of the General Common Elements as Reserved Common Elements pursuant to Article 4.06 of this Master Deed;
- G. A non-exclusive easement for access to or use of the General Common Elements within the Condominium or for any other purposes not prohibited by this Master Deed, the By-Laws or the Rules and Regulations, which easement is for the benefit of all Owners and occupants of Units in the Condominium and their invitees.

8.02. Developer's Easements. The Developer, its respective successors and assigns shall have the following easements with respect to the Condominium:

- A. A blanket but nonexclusive easement in, upon, through, under and across the Condominium for the purpose of conducting any and all reasonable activities ordinarily associated with or related to development of a residential condominium project including but limited to excavation, grading and other site preparation as well as construction, erection or other establishment of governmentally approved improvements upon the Property. This easement shall continue until the Developer has incorporated within the Condominium all Units proposed for incorporation within the Condominium, has received plenary and final certificates of occupancy or certificates of completion, as applicable, for all Units and other improvements constructed by it within the Condominium and has been released from its obligations relative to the improvements constructed by it within the Condominium under the terms of any performance and/or maintenance bond. The Developer shall not, except in the case of an emergency, exercise this easement to enter a Unit or upon any Limited Common Element appurtenant to a Unit without prior notice to and permission from the Unit Owner and at a time reasonably convenient to the Unit Owner. Similarly, once the majority of the Directors on the Board of Directors are Unit Owners other than the Developer, the Developer shall not, except in the case of an emergency, exercise this easement right with regard to completed Common Elements without prior notice to and permission from the Board of Directors and at a time reasonably convenient to the Board of Directors. Neither Unit Owners nor the Board of Directors shall unreasonably preclude the Developer from exercising its easement rights herein established.

B. A blanket but nonexclusive easement in, upon, over, through, under and across the Condominium for such purposes as may be reasonably necessary for the Developer or its agents to discharge any service, warranty, repair, maintenance, replacement or other similar obligation it may have with respect to any Unit(s) and/or the Common Elements; provided, however, with respect to a Unit, the Developer shall not, except in the case of an emergency, exercise this easement to enter such Unit or upon any Limited Common Elements appurtenant thereto without prior notice to and permission from the Unit Owner and at a time reasonably convenient to the Unit Owner. Similarly, once the majority of the Directors on the Board of Directors are Unit Owners other than the Developer, the Developer shall not, except in the case of an emergency, exercise this easement right with regard to completed Common Elements without prior notice to and permission from the Board of Directors and at a time reasonably convenient to the Board of Directors. Neither Unit Owners nor the Board of Directors shall unreasonably preclude the Developer from exercising its easement rights herein established. This easement shall be conterminous with the term of the Developer's service, warranty, repair, maintenance, replacement or other similar obligations; and

C. A blanket but nonexclusive easement in, upon, over, across and through the Common Elements for the purpose of conducting any and all reasonable activities ordinarily associated with or related to offering Units for sale and/or lease. This easement shall be conterminous with the Developer's ownership of the last Unit owned by it and not initially conveyed to an Owner who is not an Affiliate of the Developer; and

D. A perpetual, blanket and nonexclusive easement in, upon, over, under, across and through the Common Elements for surface water runoff and drainage caused by natural forces and elements, grading or the improvements located within the Condominium. No individual Unit Owner shall directly or indirectly interfere with or alter the drainage and runoff patterns and systems within the Condominium.

8.03. Condominium Association Easements. The Condominium shall also be subject to the following easements:

- A. The Condominium Association shall have a perpetual exclusive easement for the maintenance of any Common Elements, including those which presently or may hereafter encroach upon a Unit; and
- B. The Condominium Association, through the Board of Directors or any manager or managing agent, or their respective agents or employees, shall have the perpetual but non-exclusive right of access to each Unit to: (i) inspect same, (ii) remedy any violations of the provisions of this Master Deed, the By-Laws or any Rules and Regulations of the Condominium Association, and (iii) perform any operations required in connection with the maintenance, repair, replacement, administration or management of or to the Common Elements, any Unit or any equipment, facilities or fixtures affecting or serving Unit(s) or the Common Elements; provided that requests for entry are made in advance and that any such entry is at a time reasonably convenient to the Unit Owner. In case of an emergency, such right of entry shall be immediate, whether the Unit Owner is present at the time or not.

8.04. Mortgage Holder Easements. Any Mortgage Holder, its officers, agents and employees, shall have a blanket, perpetual and nonexclusive easement to enter the Condominium or any part thereof to inspect the condition and repair of the Common Elements or any Unit encumbered by a First Mortgage owned, insured or

guaranteed by it. This right shall be exercised only during reasonable daylight hours and then, whenever practicable, only after advance written notice to and with the permission of the Board of Directors (for Common Elements) the Unit Owner (for a Unit).

8.05. Municipal Easements. The Condominium is subject to a blanket, perpetual but nonexclusive easement of unobstructed ingress to and egress from, access to and travel within, upon, over, under, across and through same to the Township of Marlboro, its respective officers, agents, and employees (but not the public in general), and all police, fire and ambulance personnel in the proper performance of their respective duties (including but not limited to emergency or other necessary maintenance, repair and/or replacement to a Unit which the Unit Owner had failed to perform) and for emergency or other necessary maintenance, repair and/or replacement of the Common Elements which the Association has failed to perform. The foregoing easement for the benefit of the Township of Marlboro is expressly understood to include a maintenance easement to the Township of Marlboro authorizing, but not requiring, the Township of Marlboro to enter upon the Condominium for the purpose of inspection and/or maintenance of the detention basin established within the Condominium. Except in the event of emergencies, the rights accompanying this easement shall be exercised only during reasonable daylight hours and then, whenever practicable, only after advance notice to and with permission of the Board of Directors (for Common Elements) and/or the Unit Owner(s) directly affected thereby.

A blanket but non-exclusive easement of unobstructed ingress and egress from the Condominium in, upon, over, across and through roadways within the Condominium is hereby declared for the Board of Education of any school district(s) serving the Condominium, their agents and employees for the purpose of providing school bus service to residents of the Condominium.

8.06 Utility Easements. The Condominium is subject to a blanket, perpetual but nonexclusive easement of unobstructed ingress to and egress from, access to and travel within upon, over, under, across and through same for the

purpose of the installation, maintenance, repair, service and replacement of all sewer, water, power and telephone pipes, lines, mains, conduits, poles, transformers, meters, master television antennas, cable television systems and any and all other equipment or machinery necessary or incidental to the proper functioning of any utility systems serving the Condominium, which easement shall be for the benefit of any governmental agency, utility company or other entity which requires same for the purpose of furnishing one or more of the foregoing services.

ARTICLE IX

ADMINISTRATION AND POWERS OF ATTORNEY

9.01. Administration of the Condominium. The administration of the Condominium shall be by the Condominium Association in accordance with the provisions of the New Jersey Condominium Act, this Master Deed, the Certificate of Incorporation, the By-Laws, the Rules and Regulations and any other agreements, documents, amendments or supplements to the foregoing which have been or may be duly adopted or subsequently required by: (a) applicable statutes, regulations, resolutions, ordinances or orders of any governmental entity having jurisdiction of the lands that are incorporated as part of the Condominium or the Condominium itself; (b) any title insurance company licensed to do business in the State of New Jersey insuring or proposing to insure title to the lands that are incorporated as part of the Condominium or to any Unit within the Condominium; or (c) any Institutional Lender owning, holding, servicing, insuring or guaranteeing or proposing to provide, own, hold, service, insure, guarantee or acquire a First Mortgage loan, the lien of which encumbers or is proposed to encumber a Unit within the Condominium.

9.02. Developer's Power of Attorney. The Developer hereby reserves for itself, its successors and assigns, for a period of seven (7) years from the date the first Unit is conveyed by the Developer to the initial individual purchaser thereof, or until Developer conveys title to the last Unit within the Condominium to the initial individual purchaser thereof, whichever occurs first, the right to execute on behalf of all contract purchasers, Unit Owners, mortgagees, other lienholders or parties claiming a legal or equitable interest in the Condominium, any such

agreements, documents, amendments or supplements to the documents described in Section 9.01 of this Master Deed which may be required for the reasons or by the entities set forth in Section 9.01 of this Master Deed; provided that: (i) no such agreement, document, amendment or supplement which substantially alters the floor plan of any Unit or changes the proportionate interest in the Common Elements of the Condominium appurtenant to a Unit (except as expressly provided for herein) or substantially increases the nature of the financial obligations of a Unit Owner shall be made without the prior written consent of the affected Unit Owner(s) and all Mortgage Holders of any Permitted Mortgage(s) encumbering the affected Unit(s); and (ii) if such agreement, document, amendment or supplement adversely affects the priority or validity of any Permitted Mortgage(s) which encumbers any Unit, without the prior written consent of the Mortgage Holder(s) of all such Permitted Mortgage(s).

By execution of a contract to initially purchase a Unit within the Condominium from the Developer, by execution of a deed to any Unit within the Condominium initially conveyed by the Developer or by the acceptance of any other legal or equitable interest in the Condominium, each and every contract purchaser, Unit Owner, mortgagee, or other lienholder or party having a legal or equitable interest in the Condominium does automatically and irrevocably name, constitute, appoint and confirm the Developer, its successors and assigns, as its attorney-in-fact for the purpose of executing such agreements, documents, amendments or supplements required as set forth in Section 9.01 of this Master Deed, subject to the limitations set forth in this Section 9.02.

The power of attorney aforesaid is expressly declared and acknowledged to be coupled with an interest in the subject matter hereof and the same shall run with the title to any and all Units and be binding upon the heirs, personal representatives, successors and assigns of any of the foregoing parties. Further, this power of attorney shall not be affected by the death or disability of any principal and is intended to deliver all right, title and interest of the principal in and to said power. This power of attorney shall be vested in the Developer, its

successors and assigns until the Developer's initial conveyance of all Units or the expiration of its stated term.

9.03. Association's Power of Attorney. By execution of a contract to initially purchase a Unit within the Condominium from the Developer, by execution of a deed to any Unit within the Condominium initially conveyed by the Developer or by the acceptance of any other legal or equitable interest in the Condominium, each and every such contract purchaser, Unit Owner, mortgagee, or other lienholder or party having a legal or equitable interest in the Condominium does automatically and irrevocably name, constitute, appoint and confirm the Condominium Association as attorney-in-fact for the following purposes: (i) to acquire title to or lease any Unit whose owner desires to surrender, sell or lease the same, and, in the name of the Condominium Association or its designees, corporate or otherwise, on behalf of all Unit Owners, to convey, sell, lease, mortgage (but not to vote the votes appurtenant thereto) or otherwise, dispose of any such Units so acquired or to sublease any Units so leased by the Condominium Association; (ii) to prepare, execute and record any amendments to the Master Deed required by Article XII hereof; and (iii) to prepare, execute and record any amendments to the Master Deed made pursuant to Article XV hereof.

The power of attorney aforesaid is expressly declared and acknowledged to be coupled with an interest in the subject matter hereof and the same shall run with the title to any and all Units and be binding upon the heirs, personal representatives, successors and assigns of any of the foregoing parties. Further, this power of attorney shall not be affected by the death or disability of any principal and is intended to deliver all right, title and interest of the principal in and to said power.

ARTICLE X

RESTRICTIONS

10.01. General Covenants and Restrictions. The Condominium is subject to the following restrictions:

- A. To the extent that equipment, facilities and fixtures within any Unit(s) shall be connected to similar equipment, facilities or fixtures affecting or serving other Unit(s) or the Common Elements, then their use by individual Unit Owners shall be subject to this Master Deed, the By-Laws and the Rules and Regulations of the Condominium Association.
- B. The Common Elements shall be used only for the furnishing of the services and facilities for which they are reasonably intended and suited and which are incident to the use and occupancy of the Units.
- C. No Unit Owner shall have the right to mortgage or encumber his Unit, unless such mortgage or encumbrance is a Permitted Mortgage. No other mortgages or encumbrances shall be permitted without the prior written consent of the Board of Directors, which consent shall not be unreasonably withheld.
- D. All property taxes, special assessments and other charges imposed by any taxing authority are to be separately assessed against and collected on each Unit as a single parcel as provided by the New Jersey Condominium Act. In the event that for any year such taxes are not separately taxed to each Unit but are taxed on all or a portion of the lands and improvements incorporated within the Condominium on a bulk basis, then each Unit Owner shall pay his proportionate share thereof based upon his Unit's then current appurtenant proportionate interest in the Common Elements of the Condominium or, in the sole and absolute discretion of the Board of Directors, such other equitably allocated share thereof. The aforesaid being in accordance with Section 6.14 of this Master Deed.
- E. Each Unit Owner shall pay for his own telephone and other utilities that are separately metered or billed to him by the

utility company providing the service in question. Utilities that are not separately metered or billed or that serve the Common Elements shall be treated as part of the Common Expenses.

- F. No service or maintenance of any automobile or other vehicle shall be performed anywhere within the Condominium except as might be permitted by the Condominium Association's Rules and Regulations.
- G. Units shall only be rented by the Owners thereof after their initial conveyance from the Developer to persons qualified to be owners and then only as permitted by and in strict accordance with the Affordable Housing Plan, any applicable affordable housing ordinance of the Township of Marlboro, any other applicable affordable housing law and all of the restrictions and conditions of this Master Deed otherwise applicable to the rental of Units. The Developer has no obligation to sell all Units within the Condominium and reserves the right to rent any unsold Unit for such a term, at such a rental and under such terms and conditions as it shall deem appropriate, provided such lease is to a qualified Owner and in compliance with the Affordable Housing Plan. No Unit Owner other than the Developer shall lease or enter into an arrangement for use and/or occupancy of a Unit for a term or period of less than six (6) months (except in the event of a lender in possession of a Unit following a default in a First Mortgage, a foreclosure proceeding or a deed or other arrangement in lieu of a foreclosure). Furthermore, no Unit Owner shall permit the use and/or occupancy of a Unit for transient or hotel purposes, which shall be defined as any rental or other arrangement for use and/or occupancy where the users or occupants of the Unit are provided customary hotel services such as room service for food and/or beverages, maid service, laundry and/or linen service and bellboy service. In spite of the foregoing, an

Owner of a Unit may rent to or enter into an arrangement for use and/or occupancy of a Unit with a contract purchaser for a term of less than six (6) months so long as such rental or arrangement for use and/or occupancy is not for transient or hotel purposes. No Unit Owner may lease or enter into any other arrangement for the use and/or occupancy of less than an entire Unit. Copies of all leases or other arrangements for use and/or occupancy, fully signed, must be furnished to the Condominium Association before the term or period of the lease or arrangement begins. Other than the foregoing, an Owner of a Unit shall have the right to lease his Unit or otherwise enter into arrangements for the use and/or occupancy of his Unit provided the lease or arrangement is in writing and is made subject to applicable law, this Master Deed, the By-Laws and the Rules and Regulations of the Condominium Association and other documents referred to herein, including the right of amendment reserved to the Developer, and, provided further that any failure of the lessee or user and/or occupant to fully comply with applicable law and/or the terms and conditions of such documents shall constitute a material default under the lease or arrangement and be a basis for termination and eviction or ejection. The leasing or other arrangement for use and/or occupancy of a Unit shall in no way relieve the Unit Owner from his obligations under this Master Deed, the By-Laws and the Rules and Regulations of the Condominium Association, and he shall remain primarily responsible therefore.

In the event a tenant, user or occupant of a Unit fails to comply with the provisions of this Master Deed, the By-Laws or the Rules and Regulations of the Condominium Association, in addition to all other remedies which it may have, the Condominium Association shall notify the Unit Owner of such violation and

demand that same be remedied through the Unit Owner's efforts within thirty (30) calendar days after service of such notice. If such violation is not remedied within such thirty (30) day period, immediately thereafter, at his own cost and expense, the Unit Owner shall institute and diligently prosecute an eviction, ejectment or other appropriate action against the tenant, user or occupant on account of such violation. Such action shall not be compromised or settled without the prior written consent of the Condominium Association acting through its Board of Directors. In the event the Unit Owner fails to fulfill the foregoing obligations, the Condominium Association shall have the right, but not the obligation, to institute and prosecute such action as attorney-in-fact for the Unit Owner and at the Unit Owner's sole cost and expense, including all legal fees incurred. Such costs and expenses shall be due and payable upon demand to the Condominium Association as a Remedial Common Expense assessment and shall be deemed to constitute a lien on the particular Unit involved. The collection thereof may be enforced by the Board of Directors in the same manner as the Board of Directors is entitled to enforce collection of other Remedial Common Expense assessments. By execution of a deed to any Unit conveyed by the Developer or by the acceptance of a deed to any Unit conveyed by a Unit Owner other than the Developer, each Unit Owner does thereby automatically and irrevocably name, constitute, appoint and confirm the Condominium Association, acting through its Board of Directors, as his attorney-in-fact for the purposes described herein.

- H. No Unit or Limited Common Element, except those Units and Limited Common Elements utilized by the Developer as sales offices, administrative or construction offices or models, shall be used

for any purpose other than as a private residence; no business, trade, profession or occupation shall be conducted in or from any Unit or upon the Common Elements except as may be permitted by law and expressly permitted by the Rules and Regulations of the Condominium Association or approved in advance and in writing by the Board of Directors of the Condominium Association.

- I. There shall be no obstruction of the Common Elements, including, but not limited to, interior hallways and interior or exterior stairways and landings, nor shall anything be stored in or upon the Common Elements including, but not limited to hallways, stairways and landings, except as permitted by the Rules and Regulations of the Condominium Association, without the prior written consent of the Board of Directors. No terrace or balcony shall be used for the storage of any item unless expressly permitted by the Condominium Association's Rules and Regulations or unless such storage has received the prior written approval of the Board of Directors.
- J. No portion of the Common Elements or other portion of the Condominium shall be used or maintained for the dumping of rubbish or debris. In addition, compost piles are not permitted. Trash, garbage, recyclables and excess materials of any kind shall not be placed or stored within or about the Condominium, including within any Unit, except as permitted by the Condominium Association's Rules and Regulations.
- K. To provide for an orderly procedure in the case of title transfers and to assist in the maintenance of a current, up-to-date roster of Unit Owners and occupants, each Unit Owner shall give the Condominium Association timely notice of his intent to list his Unit for sale or lease and, upon closing of title or execution of the lease, as the case may be, shall immediately notify the

Condominium Association of the names and addresses of the purchasers or lessees.

- L. No Unit Owner or occupant shall build, erect, plant, place and/or maintain any matter or thing upon, in, over or under the General or Limited Common Elements of the Condominium without the prior written consent of the Board of Directors or unless expressly permitted by the Rules and Regulations of the Condominium Association. No Unit Owner shall disturb by removal, transplantation, alteration, or otherwise any natural foliage or vegetation or that planted and/or maintained by the Developer or the Condominium Association upon the Common Elements except as may be expressly permitted by the Rules and Regulations of the Condominium Association or approved in advance in writing by the Board of Directors.
- M. No Unit Owner (other than the Developer) shall paint, decorate or otherwise change the appearance of the exterior of his Unit, any Building or any portion of the Common Elements unless expressly permitted by the Condominium Association's Rules and Regulations or approved in advance in writing by the Board of Directors. The foregoing shall be deemed to include an otherwise permitted alteration of the interior of the Unit that will result in a change in exterior appearance of the Unit or a Building or portion of the Common Elements. Each Unit Owner is responsible for promptly reporting to the Board of Directors any defect or need for maintenance, repair or replacement for which the Condominium Association is responsible.
- N. Each Unit Owner shall be responsible for cleaning (interior and exterior), maintenance, repair and replacement of all windows of his Unit as well as any doors serving his Unit, including those doors leading onto any balcony, terrace, or patio adjacent to his

Unit. The terms "window" and "door" shall be deemed to include all portions of each, including, but not necessarily limited to, the frames, screens, glass, operating mechanism, hardware, etc. The Condominium Association, by Rules and Regulations, may establish maintenance schedules and standards in this regard as well as standards applicable to types of materials, styles, manufacturers, colors, etc., all in order to preserve and promote soundness of repair and visual aesthetic and architectural harmony.

- O. Nothing shall be done or kept in any Unit, within the Condominium that will increase the rates of insurance of any Building or the contents thereof beyond the regular rates applicable for such Building without the prior written consent of the Board of Directors. No Unit Owner shall permit anything to be done or kept in his Unit, within the Condominium that will result in the cancellation of insurance on any Building or the contents thereof or that will violate any law.
- P. No bird, reptile, animal or pet or any kind shall be raised, bred or kept in any Unit, anywhere else within the Condominium; provided, however, Unit Owners may keep one (1) household pet in accordance with the Rules & Regulations of the Condominium Association.
- Q. Nothing shall be done in or to any Unit or on or to the Common Elements of the Condominium which will impair the structural integrity of any Building or other improvement.
- R. No exterior loudspeakers, including those contained in portable radios or television sets, shall be permitted within the Condominium except as may be expressly permitted by the Rules and Regulations of the Condominium Association. No unshielded floodlights or exterior antenna or similar device shall be

installed by any Unit Owner within or upon portion of a Unit or upon any portion of the Common Elements (including any porch, landing, balcony, patio or terrace) without the prior written permission of the Board of Directors or as expressly permitted by the Rules and Regulations of the Condominium Association.

- S. No vehicles larger than a panel truck and no commercial vehicle, mobile home, recreational vehicle, boat, boat trailer or the like, nor any unlicensed, inoperative, unused or disabled vehicle of any type shall be parked within any part of the Condominium except: those vehicles temporarily within the Condominium for the purpose of servicing the Condominium or one of the Units, or those vehicles parked in an area designated for such vehicles, if any, all subject to the Rules and Regulations of the Condominium Association. The Board of Directors, through Rules and Regulations, may further define those vehicles that are permitted or prohibited within the Condominium. This restriction is not applicable to the Developer in its exercise of its development rights relative to the Condominium.
- T. All vehicles not otherwise prohibited by the terms of this Master Deed or the Condominium Association's Rules and Regulations shall be parked within the parking area designated for use by the Owners. The Condominium Association may, in its sole and absolute discretion, permit such parking to take place on a first-come-first-served basis or, in the alternative, establish a system of assigning parking spaces.
- U. Except for the area designated for parking for the Owners and such portions of the General Common Elements as the Condominium Association designates by Rule or Regulation as guest parking areas (if any), there shall be no parking of vehicles within the General Common Elements.

- V. There shall be no parking of vehicles on any roadway or street within the Condominium except as may be permitted by the Township of Marlboro and the Rules and Regulations of the Condominium Association. This restriction may not be amended or rescinded without the prior written approval of the Township of Marlboro.
- W. No person shall operate a motorized bicycle, moped, dirt bike, motorcycle, all terrain vehicle, snowmobile, go kart or any other motorized vehicle or machine of any kind within the Condominium.
- X. No Unit Owner shall cause or permit any clothes, sheets, blankets or laundry of any kind or other articles to be hung or displayed within a Unit or the Limited Common Elements so as to be visible from outside of the Unit. No sign, display or decoration of any kind shall be placed on any window or door of a Unit so as to be visible from the outside of the Unit without the prior written approval of the Board of Directors except as may be expressly permitted by the Rules and Regulations of the Condominium Association. In spite of the foregoing, the Developer, in its sole discretion, shall be entitled to erect, install, affix and/or display signs relative to the development, sale or lease of the Units until ninety (90) days after it initially conveys the last Unit incorporated within the Condominium.
- Y. No noxious, unlawful, unsightly or offensive activities shall be carried on within the Condominium, including within any Unit, nor shall anything be done either wilfully or negligently which may be or become an unreasonable annoyance or nuisance to others or unreasonably interferes with the peaceful possession and proper use of the Units and Common Elements of the Condominium by its residents. The foregoing shall not be construed so as to impede the Developer in its development of the Condominium.

- Z. All Units must be heated to the extent necessary to prevent damage from freezing temperatures during the months of October through April, inclusive, regardless of whether or not occupied. Any Unit Owner failing to so heat his Unit shall be liable for the cost of any damage caused to any portion of the Condominium due to his neglect or, if such damage is insured by the Condominium Association, for any deductible or other amount not received by the Condominium Association from the proceeds of such insurance. Such amounts for which a Unit Owner is liable may be assessed against the Unit Owner as a Remedial Common Expense assessment.
- AA. No Unit Owner or occupant shall burn, chop or cut anything on, over or above the Common Elements except as may be permitted by the Rules and Regulations of the Condominium Association.
- BB. Draperies, blinds, curtains or other window coverings must be installed by each Unit Owner on all windows of his Unit and must be maintained in said windows at all times except as may be otherwise permitted by the Rules and Regulations of the Condominium Association. Any portion of such draperies, blinds, curtains or other window coverings visible from the exterior of the Unit shall be beige, off white or neutral in color unless otherwise permitted by the Rules and Regulations of the Condominium Association.
- CC. No Unit Owner (other than the Developer) may make any additions, alterations or improvements in or to his Unit or upon or to the Common Elements or impair any easement of record or referred to in this Master Deed without the prior written consent of the Board of Directors. In spite of the foregoing, while the Developer appoints a majority of the Directors serving on the Board of Directors, it shall make no additions, alterations, improvements or purchases which would necessitate a Special Common Expense

assessment or a substantial increase in the monthly installments of the regular annual Common Expense assessment unless necessitated by emergency or required by: (1) applicable statutes, regulations, resolutions, ordinances or orders of any governmental entity having jurisdiction of the Condominium; (2) any title insurance company licensed to do business in the State of New Jersey insuring or proposing to insure title to the lands incorporated as part of the Condominium or to any Unit incorporated within the Condominium; or (3) any Institutional Lender owning, holding, servicing, insuring or guaranteeing or proposing to provide, own, hold, service, insure, guarantee or acquire a First Mortgage loan, the lien of which encumbers or is proposed to encumber a Unit incorporated within the Condominium. The Board of Directors shall have the obligation to answer any written requests received by it from a Unit Owner for approval of a proposed addition, alteration or improvement in or to his Unit or upon or to the Common Elements or impairment of an easement within forty-five (45) calendar days after the receipt of such request, and failure to do so within the stipulated time shall constitute a denial of the proposal. Any application to any municipal authority for a permit to make an addition, alteration or improvement in or to any Unit or upon or to the Common Elements must first be reviewed by the Board of Directors and, if approved, shall be executed by the Board of Directors so as to indicate its consent and may then be submitted by the Unit Owner. Such approval, and execution, however, shall not incur any liability on the part of the Condominium Association to any contractor, subcontractor or materialman on account of such addition, alteration or improvement or to any person having any claim for injury to person or damage to property arising therefrom. The

Unit Owner shall furnish the Board of Directors with a copy of any such permit which he has procured. The provisions of this subsection shall not apply to Units owned by the Developer until such Units have been initially sold and conveyed by the Developer unless such Developer-owned Units are voluntarily not being offered for sale in the regular course of business.

- DD. No Unit Owner shall cause or permit any clothes, sheets, blankets or laundry of any kind; any plants or planters; any air conditioning unit; any electrical, telephone or other wiring or any other articles to be hung or displayed on the outside of windows or placed on the outside window sills, walls, patios, balconies or terraces of any Building within the Condominium or otherwise placed elsewhere within the Common Elements except as may be permitted by the Condominium Association's Rules and Regulations.
- EE. No clothes lines, poles or other clothes drying devices shall be installed or maintained within the Condominium, temporarily or permanently, except as may be permitted by the Rules and Regulations of the Condominium Association.
- FF. No signs, advertisements, awnings, grills, patio or balcony enclosure, deck railing or enclosure, canopies, shutters, radio or television antenna, aerial or reception device (except those installed by the Developer) or satellite dish shall be erected, installed or affixed within the Condominium or any part thereof except as may be expressly permitted by the Rules and Regulations of the Condominium Association and with the prior written consent of the Board of Directors. In spite of the foregoing, the Developer shall have the right to display signs for promotional, sales, exhibit and administrative purposes upon any portion of the Condominium and/or upon any Unit owned or leased by it until

ninety (90) days after it initially conveys the last Unit incorporated within the Condominium.

- GG. No Unit shall be occupied or resided in by more than two (2) persons per each bedroom within the Unit. The term "bedroom" as used herein shall mean a room designated as a bedroom on the Developer's final filed and approved building plans for a Unit. A temporary visitor of a Unit Owner shall not be deemed to be residing in or occupying a Unit for purposes hereof unless such visit exceeds an aggregate of 120 days in any calendar year. To the extent that any State, County or Township statute, regulation or ordinance may impose a more restrictive occupancy or residency standard than the foregoing, the more restrictive standard shall prevail and govern.
- HH. No immoral, improper, offensive or unlawful use shall be made of any Unit or portion of the Common Elements; and all applicable laws, including by way of example and not by way of limitation, zoning ordinances, building codes and regulations of all governmental agencies having jurisdiction of the Condominium, shall be observed.
- II. No Unit Owner or agent of a Unit Owner shall place signs or other advertisements in, upon, around or about the Unit or the Common Elements in connection with the Owner's desire to sell, lease or otherwise dispose of his Unit. No such signs or advertisements may be placed inside of a Unit that would be visible from outside of the Unit. This restriction will last for seven (7) years from the date that this Master Deed is recorded in the Monmouth County Clerk's Office or until the last Unit incorporated within the Condominium and owned by the Developer is initially conveyed by the Developer to an unrelated purchaser, whichever shall occur first. This Subsection is not applicable to the Developer.

Unless expressly permitted by the Rules and Regulations of the Condominium Association or approved in advance in writing by the Board of Directors, no other sign of any type visible from outside of a Unit shall be placed on the interior window surface of any Unit.

JJ. The Units and the Common Elements shall only be used in a manner reasonably consistent with their respective intended uses as part of a residential development and the use of same shall be prescribed by the promulgated, adopted and published Rules and Regulations of the Condominium Association.

KK. There shall be no obstruction of access to any Unit or the Common Elements other than such temporary obstruction as may occur from time to time as a result of the reasonable exercise by the Developer of its development rights.

None of the restrictions contained herein shall be applied to prohibit the reasonable adaption of any Unit for use by the disabled.

10.02. Prohibition Against Discrimination. The Condominium Association shall take no action that will result in discrimination between resident-Unit Owners and non-resident Unit Owners, Owner-occupants and non-Owner occupants of Units. Thus, any and all fees that are permissible for the Condominium Association to impose, any restrictions that are enforced by the Condominium Association and any and all other administration of the Condominium by the Condominium Association must be uniform with regard to the foregoing types of owners, occupants and Units. Furthermore, the prohibition established by this Section 10.02 shall not be amended or modified except by the affirmative vote of all Unit Owners.

10.03. Additional Restrictions Applicable to Units. Glenbrook Estates Condominium is intended to include 23 Low Income and 57 Moderate Income Units restricted to Senior Citizen Households, in accordance with the Affordable Housing Plan and the Zoning Ordinance of the Township of Marlboro, as currently amended, in order to satisfy a portion of the Township's constitutional obligations with respect

to making affordable housing available within the Township. In accordance with the Affordable Housing Plan, Owners may not sell their Units on resale for a purchase price greater than the original purchase price as reflected in their Deeds plus a percentage increase based on the Consumer Price Index (New York City - Northeastern New Jersey - all items) increase or other equivalent index determined by the Affordable Housing Agency ("Agency") and established by the Township of Marlboro. In addition, Owners may not sell their Units on resale other than to persons qualifying as a Low or Moderate Income Senior Citizen Household and in compliance with the Affordable Housing Plan and all rules, regulations and requirements duly promulgated by the Agency. It is the intent and purpose of this paragraph that all Units will be affordable to Low or Moderate Income Households in accordance with the provisions of the Affordable Housing Plan.

In addition to the foregoing restrictions, the resale of Affordable Housing Units shall be subject to the rules and regulations of the Agency. The Agency shall monitor and approve resales of Low or Moderate Income Units to assure that purchasers of same shall be Low or Moderate Income Senior Citizen Households as defined by the Agency's income criteria in effect at the time of the proposed resale. The Agency, however, shall approve any resale of a Unit so long as the purchase price as required in the contract of sale and the Deed conveying title to the new purchaser is not greater than the purchase price as reflected in the Deed which conveyed title to the Owner plus a percentage increase based upon the Consumer Price Index (New York City - Northeastern New Jersey - all items) increase or other equivalent index determined by the Township of Marlboro; provided, however, that the resale price may exceed the foregoing if a greater sum is required to pay off and discharge the existing first mortgage, if any. Furthermore, Affordable Housing Units shall at all times remain owner occupied except that, under exceptional circumstances to be determined by the Agency, such Affordable Housing Units may be leased or rented for limited periods of time not to exceed one year, upon conditions set forth herein, in the Affordable Housing Plan and in the Agency's regulations.

Owners may add amenities or improvements to their Units, however, the effect of these improvements may not increase the resale price of the Unit beyond amounts which are considered by the Agency to be affordable to Low or Moderate Income Senior Citizen Households. In the event that such amenities or improvements are installed, however, the resale price of Affordable Housing Units shall nevertheless be restricted by the Agency in accordance with the foregoing standards.

Owners shall maintain the Units in accordance with the standards of the Units within the development and those set by the Association. Failure to do so shall permit the Association to do so at the expense of the Owner, and impose a Remedial Assessment pursuant to Article VI hereof, and the Association shall have a lien on the Unit for the recovery of all sums expended for such purpose as provided for herein.

Owners shall not convey title to or, by lease or otherwise, deliver possession of the Affordable Housing Units other than in accordance with the provisions of this Master Deed, the Affordable Housing Plan and Agency and COAH regulations including, but not limited to the Deed and mortgage lien restrictions required. The Association shall have no responsibility whatsoever for implementing, monitoring, enforcing or supervising the Affordable Housing Plan, except that the Association shall serve written notice upon the Agency in the event that an Owner of an Affordable Housing Unit is delinquent in the payment of any condominium assessment for three months or more.

In the event that the Association elects not to rebuild in accordance with Article XI hereof, the fair market value of the Affordable Housing Units shall be determined in accordance with the provisions of the Affordable Housing Plan and shall be limited to the purchase price paid for the Affordable Housing Unit by the Owner increased by a percentage increase based upon the Consumer Price Index (New York City - Northeastern New Jersey - all items) increase. The Association shall carry fire and casualty insurance coverage upon the Affordable Housing Units equal to the replacement cost of such Unit in the event of total destruction. Unless the Association elects not to rebuild as provided herein, the Units shall be rebuilt and

replaced and subject to the provisions of the Affordable Housing Plan. If the Association elects not to rebuild as provided herein, the Affordable Housing Units shall be forever released from the restrictions and requirements of the Affordable Housing Plan.

The terms, restrictions, provisions and covenants of the Affordable Housing Plan, and the provisions of this Master Deed referring to and incorporating the Affordable Housing Plan shall automatically expire and terminate at the earliest of the following: (1) thirty (30) years from the date of a deed conveying the particular Unit to a purchaser qualified to purchase the Unit under the Affordable Housing Plan; and (2) the date upon which a Purchase Money Mortgagee forecloses its First Purchase Money Mortgage upon a particular Affordable Housing Unit in accordance with the terms of the Affordable Housing Plan.

Neither the Developer, the Owner, the Association nor the Agency shall amend or alter the provisions of this paragraph without first obtaining the approval of both the Agency and the Planning Board of the Township of Marlboro. Any such approved amendments or modifications of this paragraph or the Affordable Housing Plan shall be in writing and shall not be effective unless and until recorded with the Monmouth County Clerk.

The Developer and the Owner shall comply with all the rules of the Council on Affordable Housing and N.J.A.C. 5:93-9.11(b) with respect to reimbursement or otherwise for air conditioning as those rules may be amended from time to time.

ARTICLE XI

REQUIRED INSURANCE AND DISPOSITION OF PROCEEDS

11.01. Insurance. As required by N.J.S.A. 46:8B-14(d) and (e), the Board of Directors shall obtain and continue in effect blanket property insurance on the Common Elements in an amount equaling replacement value (exclusive of land, foundations or slabs, excavations and such other items as are usually excluded from insurance coverage) and in a form satisfactory to any Institutional Lenders holding First Mortgages on a majority of the Units, but without prejudice to the right of the Owner of any Unit to obtain individual Unit insurance at his own cost. In addition,

the Board of Directors shall obtain and continue such other amounts of insurance coverage as may be required by the provisions of the By-Laws and in such amounts as are prescribed therein, if any. Premiums for all such insurance coverage, except for individual Unit coverage, shall be a Common Expense to be included in the annual Common Expense assessment.

11.02. Disposition of Insurance Proceeds. If any Building, improvement or Common Element or any part thereof is damaged or destroyed by fire or casualty, the repair, restoration or ultimate disposition of any insurance proceeds shall be in accordance with the provisions of this Article XI.

11.03. Insurance Proceeds Less Than or Equal to \$25,000. If the insurance proceeds derived from an insured loss amount to \$25,000.00 or less, the Board of Directors shall contract with a licensed contractor or contractors of its choice to rebuild or repair such damaged or destroyed portions of the Condominium in conformance with the original plans and specifications therefor, or if adherence to such original plans and specifications is deemed impracticable in the sole and absolute discretion of the Board of Directors, then in conformance with revised plans and specifications, provided such repairs or rebuilding shall be of a quality and kind substantially equivalent to the original construction. The Board of Directors shall accept bids only in specific amounts and shall not enter into any cost-plus or other sliding scale arrangement for compensation to the contractor.

11.04. Insurance Proceeds Greater than \$25,000. If the insurance proceeds derived from an insured loss exceed \$25,000.00, all such insurance proceeds shall be paid directly to an Insurance Trustee, as may be designated by the Board of Directors, as trustee for all Permitted Mortgage Holders holding Mortgages and all Unit Owners, as their respective interests may then appear. Disbursement of such funds shall be made only upon the signatures of a majority of the members of the Board of Directors in accordance with the following:

- A. Upon notification of the receipt of insurance proceeds by the Insurance Trustee or at such earlier date as may be determined appropriate by the Board of Directors, in its sole and absolute

discretion, the Board of Directors shall enter into a contract for a specific dollar amount with a licensed contractor or contractors for the repair or rebuilding of all of the damaged or destroyed portions of the Condominium, as nearly as practicable to the original plans and specifications thereof and in accordance with all applicable building codes.

- B. The Board of Directors shall enter into said contract with a licensed contractor or contractors which shall have provisions for periodic disbursements of funds by the Insurance Trustee. Disbursements to the contractor shall be made subject to the prior presentation of an architect's certificate and contractor's requisition containing such provisions as may be appropriate under the circumstances and deemed suitable by the Board of Directors.
- C. The Board of Directors shall employ an architect or other qualified party to supervise the repair and rebuilding to ensure that such work, services and supplies are of proper quality and that construction is completed in a workmanlike manner and according to plans and specifications.

11.05. Responsibility of Unit Owner. If the damage is only to those parts of a Unit for which the responsibility for maintenance, repair and replacement is that of the Owner, then that Owner shall be responsible for reconstruction and repair, but the proceeds of any insurance that may have been obtained by the Condominium Association as a result of such damage shall be made available to the Unit Owner for such purpose upon such terms and conditions as the Board of Directors may impose in its sole and absolute discretion. Subject to the provisions of this Master Deed, in all other instances the responsibility of reconstruction and repair after casualty shall be that of the Condominium Association.

11.06. Insurance Proceeds Insufficient. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair of damaged or destroyed portions of the Condominium, or if at any time during or upon completion

of reconstruction and repair, the funds for payment of the costs thereof are insufficient, Special Common Expense assessments shall be made against all Owners whose Units were damaged or destroyed in sufficient amounts to provide funds for the payment of such costs. If only Limited Common Elements and no Units are damaged or destroyed, the Special Common Expense assessment shall be levied only against those Units entitled to use of such Limited Common Elements. If only General Common Elements and no Units are damaged or destroyed, the Special Common Expense assessment shall be levied against all Units. Anything to the contrary in this Master Deed or the By-Laws notwithstanding, such Special Common Expense assessments shall be in proportion to the Unit Owner's percentage interest in the Common Elements relative to the aggregate interest in the Common Elements of all Units specially assessed. The foregoing provisions of this Section 11.06 are applicable to the repairs and reconstruction to be undertaken by the Condominium Association and do not cover damages to those portions of the Unit for which the responsibility of maintenance and repair and the costs thereof is that of the Unit Owner.

11.07. Excess Insurance Proceeds. If the amount of available insurance proceeds should exceed the cost of any such reconstruction or repair, the excess shall be retained by the Condominium Association and applied by it to reduce the Common Expenses; provided, however, any portion of the excess insurance proceeds attributable to damage or destruction for which a Unit Owner is individually responsible for repair or reconstruction shall be paid to said Unit Owner or, if there is a mortgage endorsement as to as affected Unit, then to the Unit Owner and the Unit mortgagee jointly.

11.08. Assignment to Mortgage Holder. In the event the Condominium Association determines not to repair or rebuild the damaged or destroyed property in accordance with N.J.S.A. 46:8B-24, any insurance proceeds payable to a Unit Owner as a result of damage or destruction of his Unit or interest in the Common Elements or both are hereby assigned and shall be paid to any appropriate Mortgage Holder(s), as their interests may appear, for application to the appropriate mortgage indebtedness

and the excess, if any, shall be paid to the appropriate Unit Owners, all in accordance with N.J.S.A. 46:8B-24.

ARTICLE XII

EMINENT DOMAIN

12.01. General. This Article shall be deemed to be supplemental to and not in derogation of the provisions of N.J.S.A. 46:8B-25.

12.02. Notice and Participation of Unit Owners. If the Common Elements or any part thereof shall be taken, injured or destroyed by eminent domain, each affected Unit Owner shall be entitled to notice of such taking and to participate through the Condominium Association in the proceedings incident thereto.

12.03. Allocation of Awards. Any awards made in connection with such proceedings shall be collected by the Condominium Association and applied or distributed by it in accordance with and Sections 5.02 and 12.04 of this Master Deed, unless the award or decree provides to the contrary.

12.04. Re-Allocation Following Condemnation.

- A. Units Rendered Uninhabitable. Upon acquisition by the condemning authority, each affected Unit's entire appurtenant proportionate interest in the Common Elements of the Condominium and its corresponding proportionate liability for payment of Common Elements shall be automatically reallocated to the remaining Units on the same basis as their respective proportionate interests were initially established. The Condominium Association, acting through its Board of Directors, shall promptly prepare, execute and record an amendment to this Master Deed reflecting such reallocations. Any remnant of a Unit which has been rendered uninhabitable remaining after a part of a Unit is taken under this subsection shall thereafter be a Common Element.
- B. Units Remaining Habitable. Upon acquisition by the condemning authority, the appurtenant proportionate interest in the Common Elements of the Condominium and corresponding proportionate

liability for Common Expenses of each affected Unit shall remain unchanged.

12.05. Allocation of Proceeds Derived from Acquisition of Common Elements. If a part of the Common Elements is acquired by eminent domain, the award must be paid to the Condominium Association. The Condominium Association shall divide any portion of the award not used for any restoration or repair of the remaining Common Elements among the Unit Owners in proportion to their respective proportionate interest in the Common Elements before the taking.

ARTICLE XIII

PROTECTIVE PROVISIONS FOR THE BENEFIT OF MORTGAGE HOLDERS

13.01. General. "Notice Mortgagee" shall mean and refer to any Mortgage Holder holding a First Mortgage which has given written notice to the Condominium Association in the manner provided in Section 15.12 of this Master Deed of its desire to have notice of those matters that are the subject of Sections 13.02 through 13.06 and 13.09 of this Master Deed. Any such notice must state the name of the Mortgage Holder and the address to which notices to be sent to it should be directed and must sufficiently identify the Unit for which the Notice Mortgagee is the Mortgage Holder of a First Mortgage. It shall be the obligation of the Notice Mortgagee to keep the Condominium Association informed of any change of address to which required notices should be sent. The Condominium Association shall be deemed to have fulfilled its obligations hereunder and a Notice Mortgagee shall be deemed to have been given any required notice hereunder so long as the Condominium Association can establish that it served the notice in question in the manner provided herein directed to the Notice Mortgagee at the last address given by it to the Condominium Association in the manner provided herein. The manner in which the Condominium Association shall give the notices required to Notice Mortgagees pursuant to this Article XIII shall be via United States Postal Service by certified mail, with return receipt requested and sufficient prepaid postage affixed thereto, addressed to the last address of the Notice Mortgagee identified to the Condominium Association as provided herein.

13.02. Prior Written Approval of 51% of Notice Mortgagees. The prior written approval of at least fifty-one percent (51%) of the Notice Mortgagees is required for any material amendment to this Master Deed or to the By-Laws or Certificate of Incorporation of the Condominium Association, including, but not limited to, any amendment which would change any provision relating to:

- A. voting rights;
- B. reserves for maintenance, repair and replacement of Common Elements;
- C. responsibility for maintenance and repairs;
- D. reallocation of interests in the General or Limited Common Elements or rights to their use;
- E. boundaries of any Unit;
- F. convertibility of Units into Common Elements or vice versa;
- G. insurance or fidelity bonds;
- H. leasing of Units;
- I. imposition of any restrictions upon a Unit Owner's right to sell or transfer his Unit;
- J. a decision by the Condominium Association to establish self-management rather than professional management;
- K. restoration or repair of the Condominium (after damage, destruction or condemnation) in a manner other than that specified in this Master Deed;
- L. any action to terminate the legal status of the Condominium as a Condominium after substantial damage or condemnation occurs;
- M. any provisions that expressly benefit Notice Mortgagees; or
- N. assessment allocations, assessment liens or subordination of assessment liens.

The notice given to Notice Mortgagees pursuant to Section 13.01 of this Master Deed with regard to any proposed material amendment as aforesaid must include a copy of the proposed amendment.

13.03. Prior Written Approval of 67% of Notice Mortgagees. The prior written approval of at least sixty-seven percent (67%) of the Notice Mortgagees is required before the effectuation of any decision by the Unit Owners to terminate the legal status of the Condominium as a Condominium for reasons other than substantial destruction or condemnation.

13.04. Implied Approval of Notice Mortgagees Assumed. In spite of the requirements of prior written approval of Notice Mortgagees provided in Sections 13.02 and 13.03 of this Master Deed, provided that the Condominium Association serves notice on Notice Mortgagees of those matters that are the subject of Sections 13.02 and 13.03 of this Master Deed in the manner provided in Section 13.01 of this Master Deed, the Condominium Association may assume implied approval of any Notice Mortgagee failing to submit a written response to any notice given within thirty (30) days after it receives such notice as provided herein and so long as the notice was delivered by certified mail as indicated by a signed return receipt.

13.05. Additional Notices. Any Notice Mortgagee shall also be entitled to timely written notice of:

- A. any condemnation or casualty loss that affects either a material portion of the Condominium or the Unit securing the Notice Mortgagee's loan; and no Unit Owner or other party shall have priority over such Notice Mortgagee with respect to the distribution to such Unit(s) of the proceeds of any condemnation award or settlement in the event of condemnation or with respect to the distribution to such Unit(s) of any insurance proceeds in the event of casualty loss;
- B. any sixty (60) day delinquency in the payment of annual regular Common Expense assessment installments or other Common Expense assessments or charges owed to the Condominium Association by the Owner of any Unit for which the Notice Mortgagee holds a Mortgage;

- C. a lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Condominium Association; and
- D. any proposed action that requires the consent of a specified percentage of Notice Mortgagees.

13.06. No Partition. No Unit in the Condominium may be partitioned or subdivided without the prior written approval of any Notice Mortgagee holding a Mortgage for such Unit.

13.07. Common Expense Lien Subordinate. Any lien the Condominium Association may have on any Unit in the Condominium for the payment of Common Expense assessments, regardless of nature, attributable to such Unit is subordinate to the lien or equivalent security interest of any First Mortgage on the Unit recorded prior to the date any such Common Expense assessment became due. If a mortgagee of a First Mortgage or other purchaser or a Unit obtains title to such Unit as a result of foreclosure of the First Mortgage, such acquirer of title, his successors and assigns shall not be liable for the share of Common Expenses or other assessments by the Condominium Association pertaining to such Unit or chargeable to the former Unit Owner which became due prior to acquisition of title as a result of the foreclosure. Such unpaid shares of Common Expenses and other assessments shall be deemed to be Common Expenses collectible from all of the remaining Unit Owners including such acquirer, his successors and assigns.

13.08. Maintenance and Inspection of Records. The Condominium Association shall maintain current copies of this Master Deed, the Certificate of Incorporation, the By-Laws and the Rules and Regulations of the Condominium Association, and any respective amendments thereto, as well as its own books, records and financial statements and have same reasonably available for inspection by Unit Owners and Permitted Mortgage Holders. Any Permitted Mortgage Holder shall, upon prior written request: (i) be permitted to inspect the documents, books and records of the Condominium Association during normal business hours; and (ii) receive an

annual audited financial statement of the Condominium Association within ninety (90) days following the end of any fiscal year of the Condominium Association.

13.09. Notice of Meetings. Any Notice Mortgagee shall receive written notice of all meetings of the Condominium Association and be permitted to designate a representative to attend all such meetings.

13.10. Liability for Common Expense Assessments. Any Mortgage Holder that obtains title to a Unit as a result of foreclosure of a First Mortgage, or by deed or assignment in lieu of foreclosure, or any purchaser in a foreclosure sale, or their respective successors and assigns, is not liable for the share of Common Expenses or other assessments by the Condominium Association pertaining to such Unit or chargeable to the former Unit Owner which became due prior to acquisition of title. Such unpaid share of Common Expenses and other assessments shall be deemed to be Common Expenses collectible from all of the remaining Unit Owners including such acquirer, his successors and assigns.

13.11. Management Agreements. Any management agreement for the Condominium entered into by or on behalf of the Condominium Association shall be terminable by the Condominium Association, with or without cause, upon thirty (30) days prior written notice thereof. The term of any such agreement shall not exceed one (1) year.

13.12. Common Expense Default. In spite of the absence of any express provision to such effect in any Mortgage instrument, in the event that there is any default in the payment of any installment of any Common Expense assessment, regular or otherwise, for a Unit, any Mortgage Holder holding a Permitted Mortgage which encumbers such Unit shall be entitled to declare such Mortgage in default in the same manner that is permitted by such Mortgage with respect to any default in the payment of real estate taxes.

ARTICLE XIV

DEVELOPER'S RIGHTS AND OBLIGATIONS

14.01. Ratification, Confirmation and Approval of Agreements. The fact that some or all of the officers, Directors, Members or employees of the Condominium

Association and the Developer may be identical, and the fact that the Developer or its nominees have heretofore or may hereafter enter into agreements with the Condominium Association or with third parties will not invalidate any such agreements and the Condominium Association; and its Members, from time to time, will be obligated to abide by and comply with the terms and conditions thereof. The purchase of a Unit and the acceptance of the deed therefore by any party shall constitute the ratification, confirmation and approval by such purchaser, its heirs, legal representatives, successors and assigns of the propriety and legality of said agreement(s), or any other agreements authorized and permitted by the New Jersey Condominium Act, this Master Deed, the Certificate of Incorporation or the By-Laws of the Condominium Association.

14.02. Rights Reserved to Developer. In spite of anything to the contrary in this Master Deed or the Certificate of Incorporation or By-Laws of the Condominium Association, the Developer hereby reserves the following rights for itself, its successors and any assigns the right, for so long as it owns one or more Units in the Condominium, to sell, lease, mortgage or sublease any unsold Units within the Condominium; provided, however, this reserved right shall be subject to the terms, conditions, covenants, restrictions, etc. of the Affordable Housing Plan, any applicable affordable housing ordinance of the Township of Marlboro and any other applicable affordable housing law;

14.03. Transfer of Special Developer Rights. No special rights created or reserved to the Developer under this Master Deed (from now on called "Special Developer Rights") may be transferred except by an instrument evidencing the transfer recorded in the office of the Clerk of Monmouth County, New Jersey. The instrument shall not be effective unless executed by the transferee.

14.04. Liability of Transferor. Upon transfer of any Special Developer Right, the liability of the transferor is as follows:

- A. A transferor is not relieved of any obligation or liability arising before the transfer and remains liable for warranty obligations imposed upon it. Lack of privity does not deprive any Unit Owner

of standing to bring an action to enforce any obligation of the transferor.

- B. If a transferor retains any Special Developer Right, or if a successor to any such Special Developer Right is an Affiliate of the Developer, the transferor is subject to liability for all obligations and liabilities imposed on a Developer by law or by this Master Deed arising after the transfer and is jointly and severally liable with the successor for the liabilities and obligations of the successor which relate to the Condominium.
- C. A transferor that retains no Special Developer Rights has no liability for any act or omission or any breach of a contractual or warranty obligation arising from the exercise of any such Special Developer Right by a successor Developer which is not an affiliate of the transferor.

14.05. Transfer of Rights Requested. Unless otherwise provided in a mortgage instrument or deed of trust, in case of foreclosure of a mortgage, sale by a trustee under a deed of trust or sale under any bankruptcy or receivership proceedings of any Units or interests in the Condominium owned or held by the Developer, a person or entity acquiring title to all the Units or interests being foreclosed or sold, as applicable, but only upon its request, succeeds to all Special Developer Rights, or only to any such Special Developer Rights to maintain models, sales offices and signs. The judgment or instrument conveying title shall provide for transfer of only the Special Developer Rights requested.

14.06. Foreclosure, Bankruptcy, Receivership. Upon foreclosure, sale by a trustee under a deed of trust, or sale under any bankruptcy or receivership proceedings, of all Units in the Condominium owned by Developer:

- A. the Developer ceases to have any Special Developer Rights, and
- B. the period of Developer control terminates, unless the judgment or instrument conveying title provides to the contrary.

14.07. Liability of Successors. The liabilities and obligations of persons or entities who succeed to all Special Developer Rights as follows:

- A. A successor to all Special Developer Rights which is an Affiliate of the Developer is subject to all obligations and liabilities imposed on a Developer by law or by this Master Deed.
- B. A successor to all Special Developer Rights, other than a successor described in Section 14.07 C. or D. hereof which is not an Affiliate of the Developer, is subject to all obligations and liabilities imposed upon the Developer by law or this Master Deed but is not subject to liability for misrepresentations or warranty obligations on improvements made by any previous Developer or made before the Condominium was created or for a breach of fiduciary obligations by any previous Developer.
- C. If it is not an Affiliate of Developer, a successor to only Special Developer Rights to maintain models, sales offices and signs may not exercise any other Special Developer Right, but is not subject to any liability or obligation as a Developer.
- D. A successor to all Special Developer Rights which is not an Affiliate of Developer and which succeeded to those rights pursuant to a deed in lieu of foreclosure or a judgment or instrument conveying title to Units under Section 14.06 hereof may declare its intention in a recorded instrument to hold those rights solely for transfer to another party. Thereafter, until transferring all such Special Developer Rights to any person acquiring title to Units owned by the successor or until recording an instrument permitting exercise of all those rights, that successor may not exercise any Special Developer Rights other than the right to control the Board of Directors for the duration of any period of Developer control, and any attempted exercise of those rights is void. So long as a such successor Developer may not exercise Special Developer Rights

under this Subsection 14.07 D., it is not subject to any liability or obligation as a Developer other than liability for its own acts and omissions under this Master Deed.

14.08. Ineffectiveness. Nothing in this Article XIV subjects any successor to a Special Developer Right to any claims against or other obligations of a transferor other than claims and obligations arising under this Master Deed.

ARTICLE XV

GENERAL PROVISIONS

15.01. Duration. The provisions of this Master Deed shall be perpetual in duration, shall run with title to and bind all of the land included in the Condominium and shall inure to the benefit of and be enforceable by the Condominium Association and the Unit Owners, their respective successors, assigns, heirs, executors, administrators and personal representatives, except that the covenants and restrictions set forth in Section 10.01 shall have an initial term of forty (40) years from the date this Master Deed is recorded in the office of the Monmouth County Clerk, at the end of which period such covenants and restrictions shall automatically be extended for successive periods of ten (10) years each, unless Unit Owners owing at least two-thirds (2/3) in interest of the Common Elements of the Condominium at the time of expiration of the initial period or of any extension period shall sign an instrument or instruments (which may be in counterparts) in which they shall agree to change said covenants and restrictions in whole or in part; but no such agreement shall become binding unless written notice containing the terms of the proposed agreement is sent to every Unit Owner at least ninety (90) days in advance of the action taken in authorizing said agreement; and, in any event, any changes concerning any such agreement shall not become effective and binding until three (3) years after the recording of the fully executed instrument or instruments containing such agreement, and provided further, that in no event may the Common Elements be conveyed to any third person, firm or corporation without the express consent by ordinance, of the governing body of the Township of Marlboro (or such municipal corporation or

other governmental entity as may then have zoning and subdivision jurisdiction over the Condominium).

15.02. Amendment of Master Deed. Except for those provisions herein that expressly provide otherwise, this Master Deed may be amended at any time after the date hereof by a vote of those Unit Owners in good standing owning at least sixty-seven percent (67%) of the interest in the Common Elements of the Condominium, at any meeting of the Condominium Association duly held in accordance with the provisions of the By-Laws. No amendment shall be effective until recorded in the Monmouth County Clerk's Office. This Section is by way of supplement to and not in derogation of the powers of amendment reserved to Developer pursuant to Articles IX and XIV hereof. In the alternative, an amendment may be made by an agreement, signed and acknowledged by all of the Unit Owners in the manner required for the execution of a deed, and such amendment by agreement shall be effective when recorded in the office of the Clerk of Monmouth County, New Jersey. In spite of the foregoing, any amendment so requiring it under the provisions of Article XIII hereof, shall also have the prior written approval of fifty-one (51%) percent of the Notice Mortgagees.

15.03. Termination. In spite of anything to the contrary herein, an amendment, deed of revocation or other document shall be effective to terminate the condominium form of ownership hereby established only upon the written approval of non-Developer Unit Owners owning at least eighty percent (80%) in interest of the Common Elements of the Condominium and the written approval of the Developer, for so long as it holds one (1) Unit for sale in the ordinary course of business.

15.04. Enforcement. Enforcement of this Master Deed shall be by any appropriate proceeding in law or equity in any court or administrative tribunal having jurisdiction over any person or persons, firm or corporation violating or attempting to violate any covenant herein contained either to restrain or enjoin such violation or threatened violation or to recover damages and against any Owner to enforce any lien created by this Master Deed or any covenant herein contained. Failure by the Condominium Association or any Member thereof to enforce any covenant

herein contained for any period of time shall in no event be deemed a waiver or estoppel of the right to thereafter enforce the same.

15.05. Maintenance by Municipality. In the event the Condominium is not maintained in reasonable order and condition, the Township of Marlboro shall have the right, but not the obligation, to enter upon and maintain it. The assumption of such maintenance responsibility shall be in accordance with the procedure set forth in N.J.S.A. 40:55D-43(b). The cost of same shall be assessed, enforced and collected in accordance with the provisions of N.J.S.A. 40:55D-43(c). In spite of any limitations as to the applicability of N.J.S.A. 40:55D-43(b) and (c) to the maintenance of "open space," provisions of this Section shall be deemed to apply to all maintenance obligations as set forth in this Master Deed. The cost of such maintenance by the municipality shall be assessed pro rata against the Owners of each Unit affected thereby, shall become a lien and tax on each such Unit and shall be enforceable by the Township of Marlboro the manner provided by law with respect to real estate taxes assessed directly against each such Unit. The Township of Marlboro shall have no obligation to proceed as set forth herein and the Condominium Association will hold the Township of Marlboro harmless for any liability arising from the Township of Marlboro' actions or failure to act with respect to the maintenance of the Common Elements. All of the above provisions are subject and subordinate to the provisions of N.J.S.A. 40:55D-43 and any amendments and/or supplements thereto.

15.06. Validity. The invalidity of any provision of this Master Deed, the Certificate of Incorporation, By-Laws or Rules and Regulations of the Condominium Association shall not be deemed to impair or affect the validity or enforceability of the remainder of the Master Deed, Certificate of Incorporation, By-Laws or Rules and Regulations of the Condominium Association and all other provisions of the Master Deed, Certificate of Incorporation, By-Laws or Rules and Regulations of the Condominium Association shall continue in full force as if such invalid provisions had never been included.

15.07. Waiver. No provision contained in this Master Deed shall be deemed to have abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

15.08. Gender and Number. The use of the masculine gender in this Master Deed shall be deemed to refer to the feminine gender and the use of the singular shall be deemed to refer to the plural, and vice versa, whenever the context so requires.

15.09. Rule Against Perpetuities. If any provision of this Master Deed, the Certificate of Incorporation, By-Laws or Rules and Regulations of the Condominium Association shall be interpreted to constitute a violation of the rule against perpetuities, such provision shall be deemed to remain in effect until the death of the last survivor of the now living descendants of Robert F. Kennedy, deceased, former Senator of the State of New York, plus twenty-one (21) years thereafter.

15.10. Conflict. In the event any provision of this Master Deed is in conflict with any mandatory provision of any applicable federal, State, County or municipal statute, regulation, resolution, ordinance or other judicial, legislative or executive "law", the terms of such statute, regulation, ordinance or other law shall govern. In the event any provision of this Master Deed conflicts with the Affordable Housing Plan, any applicable affordable housing ordinance of the Township of Marlboro or any other applicable affordable housing law, the latter shall govern. In the event any provision of this Master Deed is in conflict with any provision of the Certificate of Incorporation, the By-Laws or the Rules and Regulations of the Condominium Association, the provision of the Master Deed shall govern.

15.11. Notice - Unit Owners and Members. Unless express provision to the contrary is made in this Master Deed, the Certificate of Incorporation, By-Laws or Rules and Regulations of the Condominium Association, any notice permitted or required to be given to or served upon any Unit Owner or Member under the provisions of this Master Deed, the Certificate of Incorporation, By-Laws or Rules and Regulations of the Condominium Association shall be deemed to have been properly given or served when same is mailed via the United States Postal Service, with

sufficient prepaid first class postage affixed thereto, addressed to the Unit Owner or Member at his last known mailing address as reflected in the records of the Condominium Association at the time of such mailing. Notice to one of two or more co-owners of a Unit shall constitute notice to all co-owners thereof. It shall be the obligation of every Unit Owner and Member to immediately notify the Condominium Association in writing of any change of address for purposes of notices to which it is entitled pursuant to the terms of this Master Deed, the Certificate of Incorporation, By-Laws or Rules and Regulations of the Condominium Association. Such notification of a change of address to the Condominium Association shall be given to the Condominium Association in writing in the manner provided for notices to the Condominium Association in Section 15.12 of this Master Deed. Until such time as a Unit Owner gives contrary notice to the Condominium Association in the manner herein provided, the Condominium Association shall be entitled to conclusively presume that the address of a Unit is the record address of the Owner of the Unit.

Valid notices may also be given to Unit Owners and Members by: (i) personal delivery to any occupant of the Unit of the Owner or Member over fourteen (14) years of age or (ii) affixing said notice or sliding same under the front entrance door of the Unit.

15.12. Notice-Condominium Association. Unless express provision to the contrary is made in this Master Deed, the Certificate of Incorporation, By-Laws or Rules and Regulations of the Condominium Association, any notice permitted or required to be given to or served upon the Condominium Association under the provisions of this Master Deed, the Certificate of Incorporation, By-Laws or Rules and Regulations of the Condominium Association shall be deemed to have been properly given to or served upon the Condominium Association when same is mailed via the United States Postal Service by certified mail, with return receipt requested and sufficient prepaid postage affixed thereto, addressed to the current corporate Registered Agent of the Condominium Association as reflected in the official records of the New Jersey Secretary of State as of the date such notice is mailed.

15.13. Requests for Consent, Approval or Permission. To the extent that this Master Deed, the Certificate of Incorporation, By-Laws or Rules and Regulations of the Condominium Association provides that certain actions not be taken without the consent, approval or permission of the Condominium Association or its Board of Directors, any request for such consent, approval or permission shall be submitted in the manner provided for notices pursuant to Subsection 15.12 herein unless the Board of Directors by its Rules and Regulations establishes a different manner.

ARTICLE XVI

CONDOMINIUM RULES AND REGULATIONS

16.01. Authority. The Board of Directors shall be and hereby is empowered to promulgate, adopt, amend and enforce such Condominium Association Rules and Regulations as it, in its sole and absolute discretion, deems necessary and proper to effectuate the provisions of this Master Deed, including, by way of description but not by way of limitation, those deemed necessary and proper to ensure that Unit Owners perform in accordance with those covenants and restrictions imposed upon them and discharge and perform those obligations and duties for which they are responsible.

16.02. Publication. No Condominium Association Rule or Regulation promulgated and adopted by the Board of Directors subsequent to a Unit Owner's acquisition of title to a Unit shall be deemed to be effective as to a particular Unit Owner until written notice of same has been given to the Unit Owner pursuant to Section 15.11 of this Master Deed. Once such notice is given, the Condominium Association shall have no further obligation to publish adopted Condominium Association Rules and Regulations other than to maintain a current compilation of same available for inspection during regular business hours at the Condominium Association's principal office. There shall be a rebuttable presumption that a purchaser acquiring title to a Unit has actual notice of all Condominium Association Rules and Regulations adopted as of the date title is acquired. To rebut this presumption of actual notice, a Unit Owner must be able to establish by clear and convincing legally competent evidence in any enforcement proceeding that a copy of

the Rule or Regulation that the Condominium Association is seeking to enforce was not being maintained and available for inspection as aforesaid by not later than the date on which the Unit Owner acquired title to the Unit.

16.03. Enforcement and Fines. Enforcement of the Condominium's Association's Rules and Regulations shall be as provided in Section 15.04 of this Master Deed and the Condominium Association By-Laws and shall include the ability to impose fines for violations.

Attest:

GLENBROOK ESTATES, INC., a New Jersey corporation

Jack Werbler
Jack Werbler, Secretary

By: Dan Werbler, President

STATE OF NEW JERSEY)
) ss
COUNTY OF Monmouth)

BE IT REMEMBERED, that on this 28 day of August, 1996, before me, the subscriber, a Notary Public of the State of New Jersey, personally appeared Jack Werbler who, being by me duly sworn on ~~her~~ his oath, deposes and makes proof to my satisfaction,

1. The Witness is the Secretary of Glenbrook Estates, Inc., a New Jersey corporation (from now on called the "Corporation"), that is the Developer named in the within instrument, that is the Master Deed for the Property;
2. Dan Werbler, the officer who signed this Master Deed, is the President of Glenbrook Estates, Inc. (from now on called the "Corporate Officer").
3. The making, signing, sealing and delivery of this Master Deed have been duly authorized by a proper resolution of the Board of Directors of the Corporation.
4. The Witness knows the corporate seal of the Corporation. The seal was affixed to this Master Deed by the Corporate Officer. The Corporate Officer signed and delivered this Master 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 Master Deed as attesting witness. The Witness signs this proof to attest to the truth of these facts.

Sworn to and subscribed before me,
the date aforesaid.

Patricia A. Pratt
NOTARY PUBLIC, STATE OF NEW JERSEY

PATRICIA A. PRATT
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES SEPT 7, 2000

EXHIBIT 1A

***LEGAL (METES AND BOUNDS)
DESCRIPTION OF THE PROPERTY***

DB5534 -0552

August 25, 1995
File No. N-2617

Description of Lot 307 in Block 412 situated in Marlboro Township, Monmouth County, New Jersey.

BEGINNING at a point in the Northwesterly right of way line of Barn Swallow Boulevard (variable width), said point being distant 340.30 feet from the intersection of the same with the northerly right of way line of Kinglet Avenue (50 feet wide), and from said beginning point running:

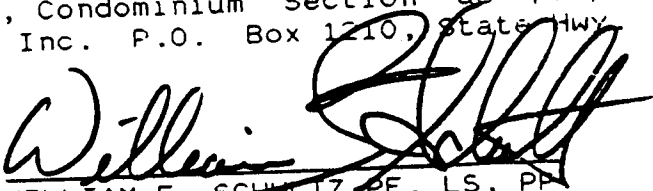
1. North 47° 15' 41" West, along the common line between Lots 307 and 308 in Block 412, 11.71 feet to a point; thence
2. South 83° 57' 44" West, along the common line between Lots 307 and 308 in Block 412, 165.28 feet to a point; thence
3. North 76° 53' 50" West, along the common line between Lots 307 and 308 in Block 412, 21.52 feet to a point; thence
4. North 46° 50' 34" West, along the common line between Lots 307 and 308 in Block 412, 31.63 feet to a point; thence
5. North 06° 02' 16" West, along the common line between Lots 307 and 308 in Block 412, 110.00 feet to a point; thence
6. North 12° 30' 36" East, along the common line between Lots 307 and 308 in Block 412, 19.23 feet to a point; thence
7. North 17° 53' 50" East, along the common line between Lots 307 and 308 in Block 412, 200.00 feet to a point; thence
8. North 35° 34' 59" East, along the common line between Lots 307 and 308 in Block 412, 41.15 feet to a point; thence
9. North 84° 01' 23" East, along the common line between Lots 307 and 308 in Block 412, 361.23 feet to a point; thence

page 1 of 2

10. South 75' 55' 30" East, along the common line between Lots 307 and 308 in Block 412, 92.92 feet to a point; thence
11. Southeasterly, along a curve to the right, having a radius of 25.00 feet, an arc distance of 40.55 feet to a point; thence
12. South 17' 00' 03" West, along the common line between Lots 307 and 308 in Block 412, 354.57 feet to a point; thence
13. Southwesterly, along a curve to the right, having a radius of 25.00 feet, an arc distance of 35.47 feet to a point; thence
14. North 81' 42' 49" West, along the common line between Lots 307 and 308 in Block 412, 135.65 feet to a point; thence
15. South 38' 28' 36" West, along the common line between Lots 307 and 308 in Block 412, 17.21 feet to a point; thence
16. South 87' 44' 19" West, along a line crossing Barn Swallow Boulevard, 52.14 feet to the point and place of beginning.

Containing 4.24 Acres,, more or less.

Said property also known and designated as Condominium Section on a map entitled "Lot 166 Block 412 and Lot 24 Block 413, Glenbrook Estates,, Final Map, Condominium Section" as prepared by Crest Engineering Associates,, Inc. P.O. Box 1210, State Hwy 33, Hightstown, N.J. 08520.


WILLIAM F. SCHULTZ PE, LS, PP
N.J. LICENSE NO. 22410

page 2 of 2

CREST PROFESSIONAL PLAZA
P.O. BOX 1210 • STATE HWY. ROUTE 33 •
HIGHTSTOWN, N.J. 08520
609-448-5550 • FAX 609-448-2157 •

085534 -0554

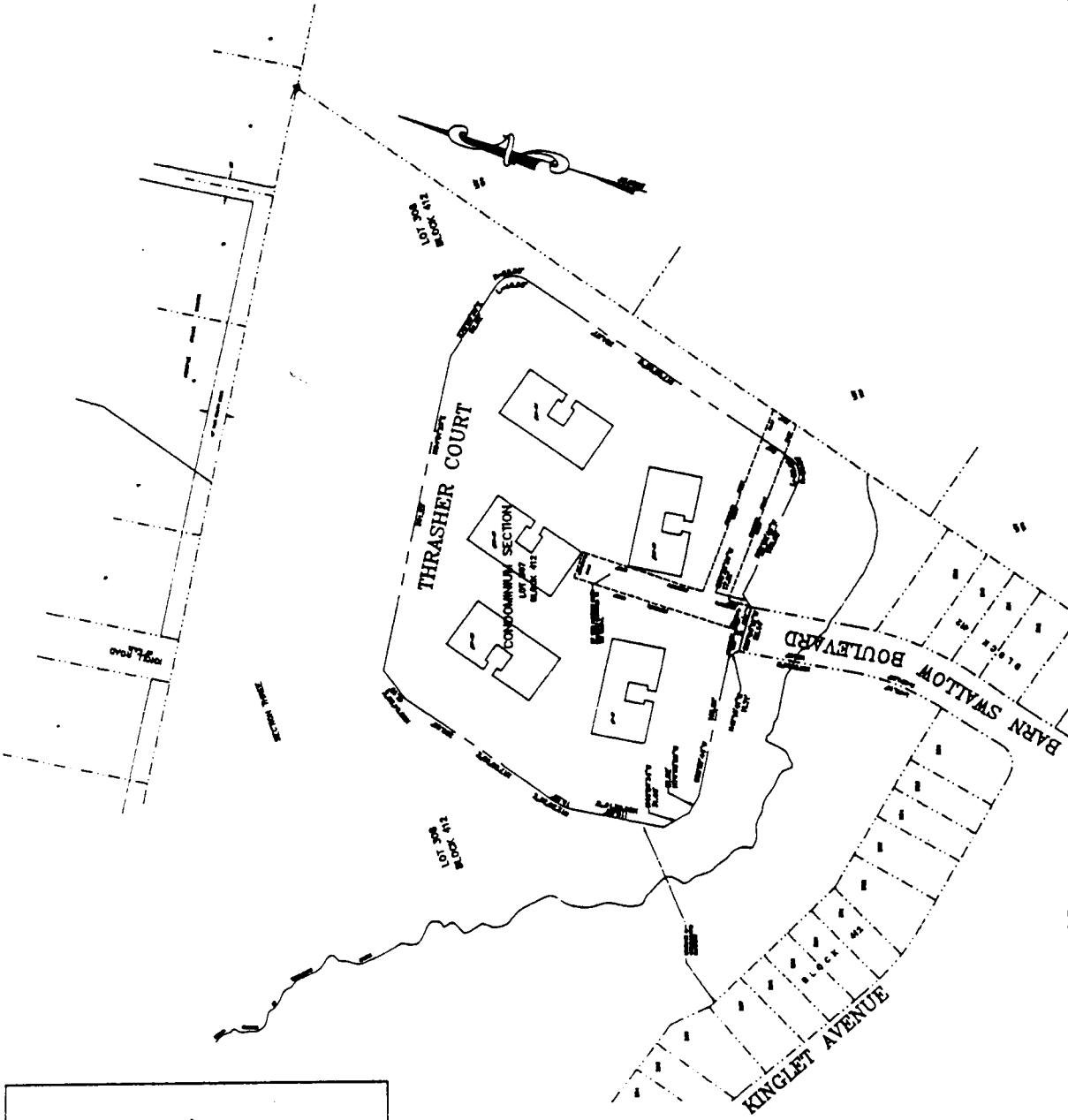
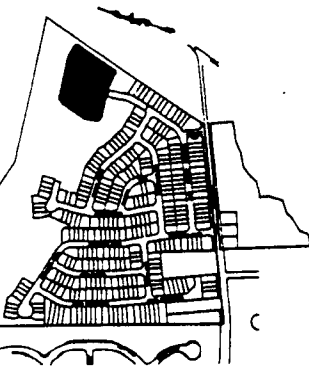
12 ROBBINS PARKWAY
AT EAST WATER STREET •
TOMS RIVER, N.J. 08753
908-244-0888 • FAX 908-244-0788 •

EXHIBIT 1B

FINAL MAP

085534 -0555

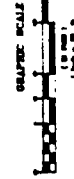
KEY MAP
1" = 400'



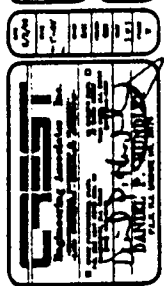
SETBACK REQUIREMENTS:
FAC 8.0406

Front	10'
Side	5'
Rear	10'
Corner	10'

MINIMUM LOT AREA:
5,000 SQ. FT.



LOT 100 BLOCK 412 APN	100-000-000
LOT 101 BLOCK 413	100-000-000
SUBDIVISION NAME	
SUBDIVISION MAP	
SUBDIVISION SECTION	



NO.	DESCRIPTION	DATE

THIS MAP IS A KEY MAP OF THE PROJECT AREA AND DOES NOT SHOW THE EXACT LOCATION OF THE PROJECT AREA. THE PROJECT AREA IS SHOWN IN THE KEY MAP AND IS SUBJECT TO THE LOCAL ZONING ORDINANCE.

THE PROJECT AREA IS SUBJECT TO THE LOCAL ZONING ORDINANCE AND THE PROJECT AREA IS SUBJECT TO THE LOCAL ZONING ORDINANCE.

THE PROJECT AREA IS SUBJECT TO THE LOCAL ZONING ORDINANCE AND THE PROJECT AREA IS SUBJECT TO THE LOCAL ZONING ORDINANCE.

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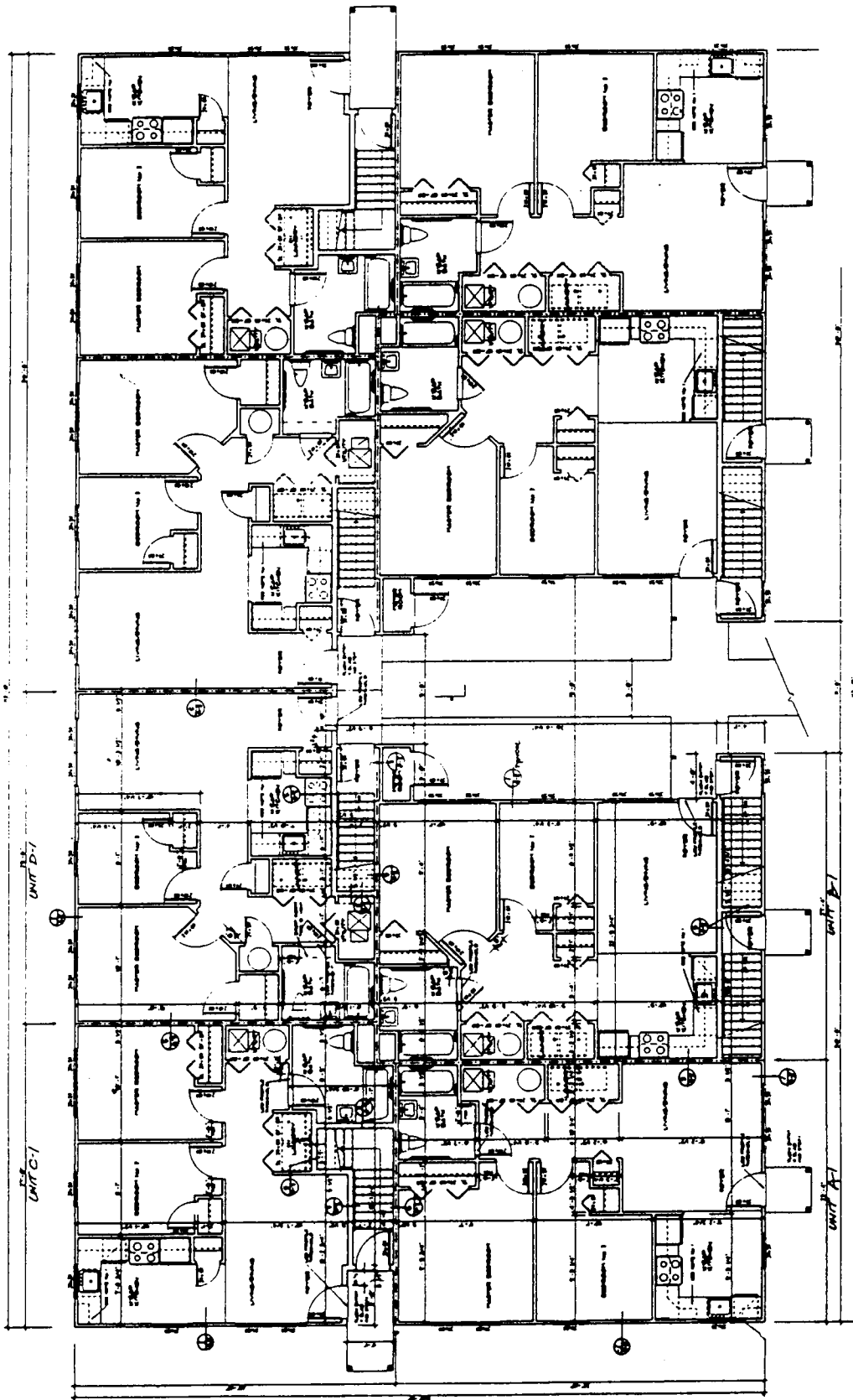
EXHIBIT 1C

ARCHITECTURAL DRAWINGS

DB5534 -0557

Rutland Office

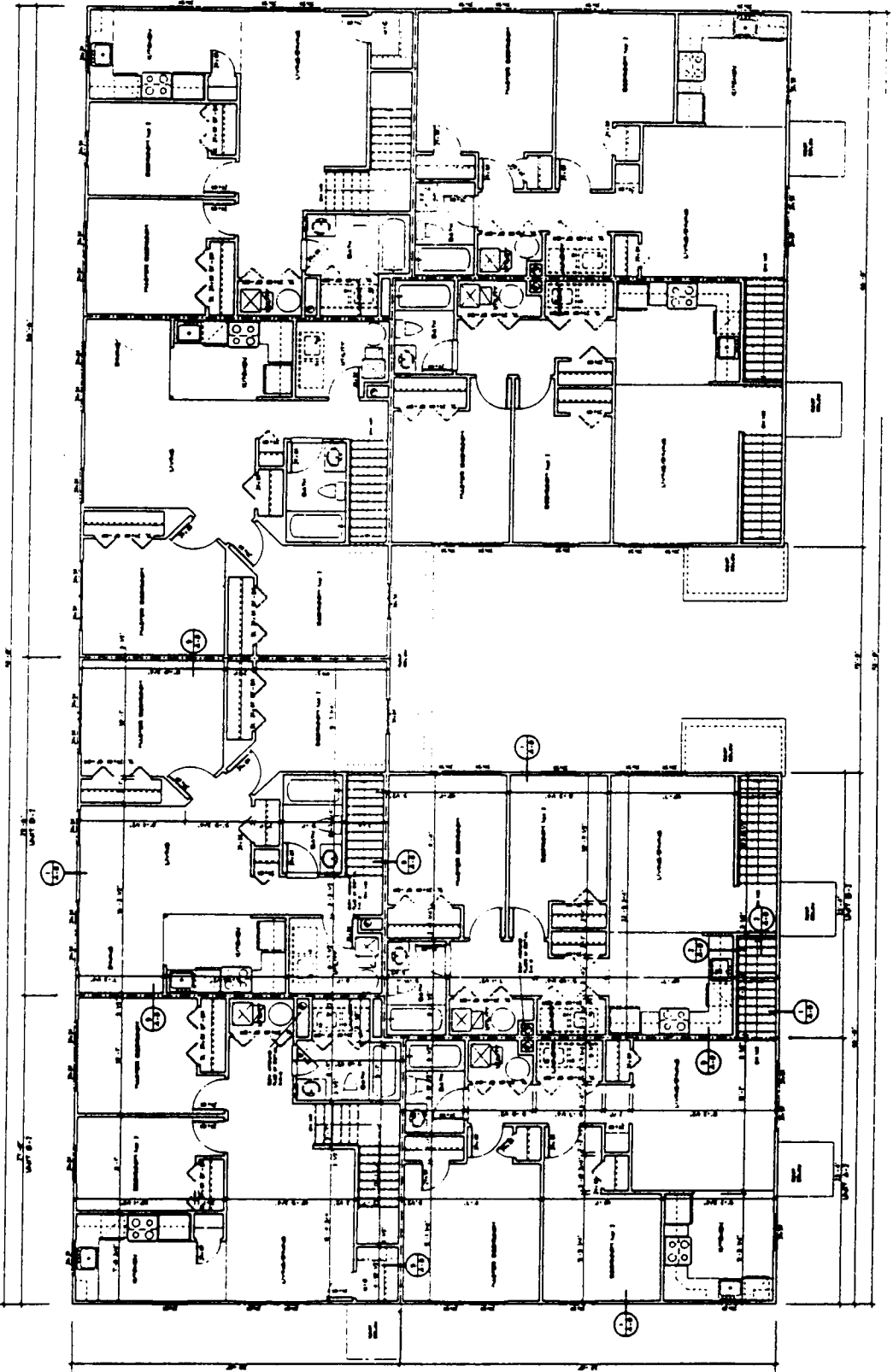
DATE: 1/11/77	PROJECT: 0111
BY: [Signature]	SCALE: 1/4" = 1'-0"
ARCHITECT: ENGINEERS PLANNERS 1000 NEW JERSEY 07102	
PARTNER: VAN ALSTINE AIA, P.E. PROJECT: 0111	



1 FIRST FLOOR PLAN
 1/11/77

DB5534 -0558

William O'Leary
1948 7-22-48



DB5534 -0559

1 SECOND FLOOR PLAN
A-7

THE COMMERCIAL-INDUSTRIAL BANK AND TRUST COMPANY

EXHIBIT 1D

***CERTIFICATE OF INCORPORATION OF
GLENBROOK CONDOMINIUM ASSOCIATION, INC.***

085534 -0560

**CERTIFICATE OF INCORPORATION
OF**

GLENBROOK CONDOMINIUM ASSOCIATION, INC.

FORWARDED FOR RECORDING
AND FILING

BY:

FELLEN & FELLEN, ESQS.
26 PLAZA NINE
MANALAPAN, NEW JERSEY 07726

s:\cl\glenbrook\cert.inc

DB5534 -0561

FILED

AUG 30 1995

LONNA R. HOOKS
Secretary of State

**CERTIFICATE OF INCORPORATION
OF**

GLENBROOK CONDOMINIUM ASSOCIATION, INC.

The undersigned, being over the age of eighteen years, in order to form a Corporation pursuant to the provisions of the New Jersey Nonprofit Corporation Act, does hereby certify:

FIRST: The name of the Corporation is:
GLENBROOK CONDOMINIUM ASSOCIATION, INC.

SECOND: The purpose for which the Corporation is organized is to operate, maintain and protect the common areas of Glenbrook Condominiums, located in the Township of Marlboro, New Jersey, and to perform those acts for the common interest of owners of Glenbrook Condominiums, as set forth in the By-Laws.

The Corporation shall be operated and organized as a Not for Profit Corporation as set forth within the meaning of the Internal Revenue Code.

THIRD: The Corporation shall have members, the qualifications and rights of which shall be as set forth in the By-Laws of the Corporation.

FOURTH: The address of the Corporation's initial registered office and the name of the Corporation's initial registered agent shall be Daniel Werbler, 710 Tennent Road, Manalapan, New Jersey 07726.

FIFTH: The method of electing trustees and officers shall be as set forth in the By-Laws of the Corporation.

085534 -0562

SIXTH: The Corporation shall indemnify every corporate agent as defined in, and to the fullest extent permitted by Section 15A:3-4 of the New Jersey Nonprofit Corporation Act, and to the fullest extent otherwise permitted by law. In the event said statute is amended to allow for further protection of said corporate agents than is not permitted, it is the intent of these Articles of Incorporation to incorporate any such amendments to said Act.

SEVENTH: The number of trustees constituting the first board is five (5), and the names and addresses of the persons who are to serve as such trustees are:

Daniel Werbler, 710 Tennent Road, Manalapan, NJ 07726

Jack Werbler, 710 Tennent Road, Manalapan, NJ 07726

Edith Watstein, 710 Tennent Road, Manalapan, NJ 07726

Leonard R. Fellen, 26 Plaza Nine, Manalapan, NJ 07726

Barbara S. Feldman, 26 Plaza Nine, Manalapan, NJ 07726

EIGHTH: The name and address of the incorporator is Leonard R. Fellen, Esquire, 26 Plaza Nine, Manalapan, NJ 07726.

NINTH: No trustee or officer of the Corporation shall as such receive or become entitled to receive at any time any part of the net earnings or other income of the Corporation, nor shall any part of the net earnings of the Corporation inure to the benefit of any person, except as reimbursement for expenses incurred in conducting its affairs and carrying out its purposes, nor shall the Corporation carry on propaganda or otherwise attempt to influence legislation, nor shall the Corporation participate or intervene in any political campaign on behalf of any candidate for public office.

TENTH: A. No trustee shall be personally liable to this Corporation or to any member or members of this Corporation for breach of any duty owed to the Corporation or its members, provided, however, that this provision shall not relieve a trustee from liability for any breach of duty based upon an act or omission resulting from (a) gross negligence or (b) misconduct.

B. No officer shall be personally liable to this Corporation or to any member or members of this Corporation for breach of any duty owed to the Corporation or its members, provided, however, that this provision shall not relieve an officer from liability for any breach of duty based upon an act or omission resulting from (a) gross negligence or (b) misconduct.

ELEVENTH. A. The Corporation shall distribute its income for each taxable year at such time and in such manner as not to become subject to the tax on undistributed income imposed by the Internal Revenue Code of 1954, or corresponding provisions of any subsequent Federal Tax Laws.

B. The Corporation shall not engage in any act of self-dealing as defined in the Internal Revenue Code of 1954, or any corresponding provisions of any subsequent tax laws.

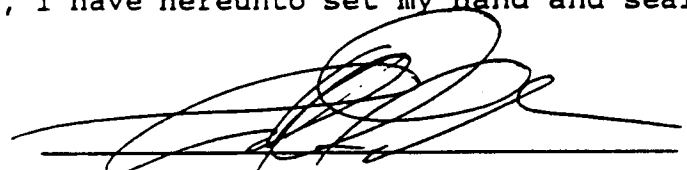
C. The Corporation shall not retain any excess business holdings as defined in the Internal Revenue Code of 1954, or any corresponding provision of any subsequent tax laws.

D. The Corporation shall not make any investments in such manner as to subject it to tax under the Internal Revenue Code of 1954, or any corresponding provision of any subsequent tax laws.

E. The Corporation shall not make any taxable expenditures as defined in the Internal Revenue Code of 1954, or any corresponding provision of any subsequent tax laws.

TWELFTH: In the event of a dissolution, the content of Title 15A of the Revised Statutes of the State of New Jersey, as amended, entitled NONPROFIT CORPORATION ACT, shall be followed, and any assets of the Corporation will be distributed as set forth in the By-Laws.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 28th day of August, 1995.



LEONARD R. FELLEN
Attorney at Law of New Jersey

EXHIBIT 1E

*BY-LAWS OF
GLENBROOK CONDOMINIUM ASSOCIATION, INC.*

085534 -0565

**BY-LAWS
OF
GLENBROOK CONDOMINIUM ASSOCIATION, INC.**

DB5534 -0566

BY-LAWS
OF
GLENBROOK CONDOMINIUM ASSOCIATION, INC.

ARTICLE I
NATURE OF BY-LAWS

1.01. Purpose. These By-Laws are intended to govern the administration of Glenbrook Condominium Association, Inc. (from now on called the "Association"), a nonprofit corporation organized under Title 15A of the New Jersey Statutes Annotated, and to provide for the management, administration, utilization and maintenance of the Common Elements of Glenbrook Estates Condominium (from now on called the "Condominium") described in the Master Deed for Glenbrook Estates Condominium (from now on called the "Master Deed").

1.02. Definitions. Unless the context clearly indicates otherwise, all definitions set forth in the Master Deed or in N.J.S.A. 46:8B-3 are incorporated herein by reference.

1.03. Fiscal Year. The fiscal year of the Association shall be determined by its Board of Directors.

1.04. Principal Office. The principal office of the corporation is initially located c/o Glenbrook Estates, Inc., Attn: Daniel Werbler, 710 Tennent Road, Manalapan, New Jersey 07726.

ARTICLE II
MEMBERSHIP AND VOTING RIGHTS

2.01. Members. Every person, firm, association, corporation or other legal entity that is a record Owner or Co-Owner of the fee simple title to any Unit incorporated within the Condominium shall be a Member of the Association; provided, however, that any person, firm, association, corporation or other legal entity that holds such title or interest merely as a security for the performance of an obligation (including, but not limited to, mortgagees or trustees under deeds of trust) shall not be a Member of the Association. In spite of the preceding, the Developer has one membership in the Association for each Unit, completed or planned, which has not been conveyed to an individual purchaser.

085534-0567

2.02. Associate Members. Every person who is entitled to possession and occupancy of a Unit as a tenant or lessee of a Unit Owner shall be an Associate Member of the Association, but shall not be entitled to any vote with respect to Association matters.

2.03. Change of Membership. The transfer of membership in the Association appurtenant to a particular Unit shall be automatically accomplished by recordation in the Monmouth County Clerk's Office of a deed or other instrument establishing record title to the Unit in a new Owner. The membership of the prior Unit Owner shall thereupon be terminated.

2.04. Rights of Membership. Every person who is entitled to membership in the Association pursuant to the provisions of the Certificate of Incorporation and these By-Laws, including any Associate Member, shall be privileged to use and enjoy the General Common Elements, subject, however, to the right of the Association to:

- A. promulgate, adopt, publish and enforce Rules and Regulations governing such use and enjoyment;
- B. suspend the use and enjoyment of the General Common Elements as provided in Section 2.05 of this Article II; and
- C. transfer all or part of the General Common Elements, other than any Building in which any Unit(s) are contained, and grant easements, licenses and other property rights with respect to the General Common Elements as provided in Section 6.01 of Article VI hereof; and
- D. designate portions of the General Common Elements as Reserved Common Elements as provided in Section 4.06 of the Master Deed.

In spite of the foregoing, any Unit Owner acquiring title to a Unit from anyone other than the Developer shall not be privileged to use and enjoy the Common Elements (other than to have access to his Unit) or exercise any other rights of membership in the Association until such time as such new Unit Owner serves upon the Association a certified true copy of the deed or other instrument establishing record title to the Unit in the new Owner. Likewise, a Unit Owner

shall not be privileged to use and enjoy the Common Elements or exercise any other rights of membership in the Condominium Association until such Unit Owner has paid to the Association the working capital contribution required by Section 2.06 of these By-Laws and any escrow deposit and/or membership fee for the Association that has been imposed pursuant to Sections 2.07 and 2.08, respectively, of these By-Laws. The failure of a Unit Owner to comply with the foregoing conditions precedent to entitlement to exercise rights of membership shall in no way relieve such Unit Owner from the obligations appurtenant to membership in the Association.

2.05. Suspension of Rights. The membership and voting rights of any Member may be suspended by the Board without the necessity for a prior hearing for any period during which any assessment against the Unit to which his membership is appurtenant remains unpaid in part or in full; but, upon payment of such assessments, and any interest accrued thereon, by cash, money order or certified or collected funds, his rights and privileges shall be immediately and automatically restored; provided that, Section 2.10 of these By-Laws shall govern the restoration of voting rights.

2.06. Contribution to Working Capital. Each Unit Owner shall pay to the Association upon acquisition of title to his Unit a nonrefundable and non-transferable contribution to the working capital of the Association in an amount equal to one-sixth (1/6) of the estimated or then current annual Common Expense assessment for the Unit at the time of the acquisition to provide the Association with a working capital reserve, which may be used toward payment of any budgeted operating expense of the Association or, if not needed for such purposes, may be allocated to the Association's operating contingency or repair and replacement and/or deferred maintenance reserves. Payment of such contribution shall be a condition precedent to the exercise of rights of membership in the Association upon the initial sale or subsequent transfer of title to a Unit. Any unpaid working capital contribution shall be deemed a lien on the Unit in the same manner as any unpaid Common Expenses attributable to such Unit.

2.07. Escrow Deposit. The Board of Directors may at any time require a Unit Owner to deposit and maintain with the Association in escrow an amount not to exceed one-sixth (1/6) of the estimated or then current annual Common Expense assessment, which escrow deposit shall be held by the Association and applied in the event of a default by the Unit Owner in the payment of any type of assessment, fine or other charge levied by the Board against his Unit. Such escrow, if imposed, shall be held by the Association in an interest-bearing account, with interest to accrue to the benefit of the Association, and shall be refundable or assignable upon the sale of the Unit, without interest, to the extent the deposit is not applied to defaulted Common Expense assessments. The Board of Directors may impose this escrow requirement on less than all of the Unit Owners as it deems appropriate in its sole and absolute discretion.

2.08. Membership Fees. The Board of Directors may impose upon a Unit Owner, upon acquisition of title to his Unit from the Developer or otherwise, a one time, nonrefundable and nontransferable fee for membership in the Association in an amount to be determined by the Board of Directors by formal resolution, but not to exceed two-hundred and fifty dollars (\$250.00), which fee may be used for working capital, payment of any budgeted operating expense of the Association, deficit reduction or, if not needed for such purposes, may be allocated, in whole or in part, to the Association's operating contingency and/or repair and replacement reserve and/or deferred maintenance reserve. If imposed, payment of such fee shall be a condition precedent to the exercise of membership rights of the Association. Any unpaid membership fee shall be deemed a lien against the Unit in the same manner as any unpaid Common Expense assessment levied against the Unit.

2.09. Votes. Each Unit Owner shall be entitled to such vote for each Unit to which he holds title as is provided in Article V of the Master Deed. When more than one person holds title, the vote for each Unit shall be exercised as the Co-Owners among themselves determine. When one or more Co-Owners sign a proxy or purports to vote for his or her Co-Owners, such vote shall be counted unless one or more of the other Co-Owners is present and objects to such vote(s);

or, if not present, submits a proxy or objects in a writing delivered to the Secretary of the Association before the vote is counted. If Co-Owners disagree as to the vote, the vote shall be split equally among the Co-Owners.

2.10. Member in Good Standing. A Member shall be deemed to be in good standing, entitled to vote in person or by proxy at any meeting of the Association, entitled to vote on any issue submitted to a mail ballot, eligible to serve as a Director and eligible for appointment to any committee created by the Board of Directors if, and only if, at least ten (10) calendar days prior to the date fixed for such meeting, the date fixed for the counting of ballots or the date of appointment, as the case may be, he has fully paid, by cash, money order or certified or collected funds, all installments due for assessments made or levied against him and/or his Unit by the Board of Directors as hereinafter provided, together with all interest, costs, attorney's fees, penalties and other expenses, if any, properly chargeable to him and/or his Unit as well as any working capital contribution, escrow deposit or membership fee for which he is liable.

2.11. Proxies. Proxy ballots shall be permitted with respect to all elections of Directors, all amendments to the Certificate of Incorporation, the Master Deed or these By-Laws, or any other matter which properly comes before the membership of the Association. All proxies shall be in writing, signed by the Unit Owner (or in the case of joint owners by any one of them), or by his or their duly authorized representative(s), and delivered to the Secretary of the Association, or such other person as the President may designate, at least 24 hours prior to the opening of the polls or the commencement of the meeting at which ballots are to be cast, whichever is applicable. Proxies may be revoked at any time prior to the opening of the polls or the call for a vote at a meeting, whichever is applicable, and no proxy shall be voted on after eleven (11) months from its date unless said proxy provides for a longer period, not to exceed three (3) years from the date of execution. All proxies shall be substantially in the form prescribed by the Board of Directors, and if not in such form, may be deemed invalid, which determination shall be made in the sole

and absolute discretion of the Judges of Election appointed by the Board of Directors of the Association. In spite of the foregoing, the Board of Directors may by its Rules and Regulations or by adoption and publication to the membership of a policy resolution permit proxies to be given by a Member by telegram or cable or their equivalent. Until such time as such a Rule or Regulation or policy resolution so permitting is duly promulgated, adopted and published, no such form of proxy shall be permitted. Any valid proxy given for a meeting of the membership shall remain in full force and effect for any adjourned date of such a meeting and new proxies may be received for an adjourned meeting.

ARTICLE III

MEETINGS OF UNIT OWNERS

3.01. Place of Meetings. All meetings of the Unit Owners of the Association shall be held at the Condominium or at such other place as may be designated by the Board of Directors.

3.02. Annual Meetings. All annual meetings of the Unit Owners of the Association shall be held on the day and month of the year to be established by the Board, except that the first such annual meeting shall be held not more than thirteen months following the incorporation of the Association. At each annual meeting subsequent to the Transition Elections held in accordance with Section 4.03 hereof, the election of Directors shall take place. If the election of Directors shall not be held at the annual meeting or any adjournment of such meeting, the Board shall cause the election to be held at a special meeting as soon thereafter as may be convenient. At such special meeting the Unit Owners may elect the Directors and transact other business with the same force and effect as at an annual meeting duly called and held. All proxies validly received for the originally scheduled meeting shall remain in full force and effect for any such adjourned meeting or special meeting and new proxies may be received for any such subsequent meeting.

3.03. Special Meetings. Following the Transition Elections, special meetings of Unit Owners may be called by the President whenever he deems such a meeting advisable, or shall be called by the Secretary upon the order of the

Board or upon the written request of Members representing not less than twenty-five (25%) percent of all votes entitled to be cast at such meeting. Such request shall state the purpose(s) of such meeting and the matter(s) proposed to be acted upon. Unless Unit Owners representing at least fifty (50%) percent of all votes entitled to be cast request such a meeting, no special meeting may be called to consider any matter which is substantially the same as a matter voted upon at any meeting of the Unit Owners held during the preceding twelve (12) months, which determination shall be made in the sole and absolute discretion of the Board of Directors.

3.04. Notice of Meeting. Except as otherwise provided by law or Section 4.03 herein, notice of each meeting of Unit Owners, whether annual or special, shall be given not less than ten (10) calendar days, nor more than ninety (90) calendar days before the day on which the meeting is to be held, to each Unit Owner at his last known address, by delivering a written or printed notice thereof to said Unit Owner or by mailing such notice via the United States Postal Service, first class mail, postage prepaid. If mailed as aforesaid, notice shall be deemed given when so mailed. Every such notice shall state the time, place and purpose(s) of the meeting. Notice of any meeting of Unit Owners shall not be required to have been sent to any Unit Owners who shall attend such meeting in person or by proxy. Notice of any adjourned meeting of the Unit Owners shall not be required to be given except when expressly required by law or in the event the time and place to which the meeting is adjourned is not announced at the meeting adjourned. Except where otherwise expressly required by law, no publication of any notice of a meeting of Unit Owners shall be required.

3.05. Quorum and Adjourned Meetings. At any meeting of the Unit Owners, Members (including the Developer or its representatives) holding twenty-five percent (25%) of the aggregate authorized votes and present in person or by proxy shall constitute a quorum for the transaction of business except where otherwise provided by law. In the absence of a quorum, the Members present in person or by proxy and entitled to vote, may, by majority vote, adjourn the meeting from time to time until a quorum shall be present in person or by proxy. At any such

adjourned meeting at which a quorum may be present any business may be transacted which might have been transacted at the meeting originally called.

3.06. Organization. At each meeting of the Association, the President, or, in his absence, the Vice President, or in the absence of both of them, a person chosen by a majority vote of the Members in good standing, entitled to vote and present in person or represented by proxy, shall act as a chairperson, and the Secretary, or in, his absence, a person whom the chairperson shall appoint, shall act as Secretary of the meeting.

3.07. Voting on Questions. Only Unit Owners who are Members in good standing shall be entitled to vote on any question submitted to the membership. Unless a different vote is mandated by law, the Master Deed, the Certificate of Incorporation and/or these By-Laws, a majority of votes present in person or by proxy at any duly constituted meeting of the membership and entitled to vote on the question presented shall be sufficient on those questions submitted to a vote of the membership. The vote on any question need not be taken by ballot, unless: (i) the chairperson of the meeting determines a ballot to be advisable; (ii) a majority of the votes present at the meeting and entitled to vote on the question determine that the vote on the question submitted shall be taken by ballot; or (iii) so required by law or the Condominium's governing documents.

3.08. Voting in Elections of Directors. Only Unit Owners who are members in good standing shall be entitled to vote. The election of Directors shall be conducted by written ballot. If, at any meeting at which an election is held, more than twice the number of candidates to be elected are nominated, then, there shall be two (2) ballots for membership. At the end of the first ballot, the field of nominees shall be reduced so that there are twice as many candidates as there are positions to be filled, with the persons receiving the fewest votes being eliminated from the ensuing ballot. A second ballot shall be held, and, on the second ballot, the persons receiving the plurality of votes will be deemed to be elected in order to fill the vacant positions. If there are not more than twice the number of nominees for the number of positions to be filled, then there shall be one ballot, with the persons receiving the highest numbers of votes

being elected in order to fill the vacancies on the Board of Directors. If ever applicable, candidates polling the highest numbers of votes will be considered elected for the longest period of years. Election of Directors at all meetings shall be in accordance with this Section 3.08.

3.09. Ballot by Mail. The Board of Directors, in lieu of calling a membership meeting, may submit any question or election, other than a Transition Election, to a vote of the membership by a ballot by mail. No ballot by mail shall be valid or tabulated unless the signature of the Unit Owner(s) submitting the ballot has been verified on the ballot in accordance with such procedures as may established by the Board of Directors by a formal policy resolution. The Board of Directors shall appoint judges to tabulate the ballots, whose report shall be included in the minute book. In order to conduct a ballot by mail for a question submitted to a vote of the membership, the Board of Directors shall serve a notice upon all Members in good standing which shall: (i) state with specificity the terms of the motion(s) or question(s) upon which the vote is to be taken; (ii) state the date by which ballots must be received in order to be counted; (iii) provide an official ballot for the purposes of the vote; and (iv) state the date upon which the action contemplated by the motion(s) or question(s) shall be effective, which date shall be not less than ten (10) calendar days after the date ballots must be received. No actions contemplated by a motion or question submitted to a ballot by mail shall be taken unless a majority in voting interest of all Members in good standing and entitled to vote submit ballots approving such action.

In order to conduct a ballot by mail for an election of Directors (other than a Transition Election), the Board of Directors shall serve a notice upon all Members which shall: (i) provide an official ballot for the purposes of the election; and (ii) state the date by which the ballot must be received in order to be counted.

3.10. Judges. If at any meeting of the Unit Owners a vote by ballot shall be taken, the chairperson of such meeting shall appoint two (2) persons to act as judges with respect to the ballots. With regard to a ballot by mail, the

President of the Association shall appoint two (2) persons to act as judges with respect to same. Each judge so appointed shall first subscribe an oath to execute faithfully the duties of a judge with strict impartiality and according to the best of his ability. Such judges shall decide upon the qualifications of voters and shall report the number of votes represented at the meeting or participating in a mail ballot and entitled to vote on the question presented, shall conduct and accept the votes and, when the voting is completed, shall ascertain and report the number of votes respectively for and against the questions. Reports of judges shall be in writing and subscribed and delivered by them to the Secretary of the meeting or, in the case of a mail ballot, the Secretary of the Board of Directors. The judges need not be Members of the Association and any officer or Director of the Association may be a judge on any question, other than a vote for or against his election to any position with the Association or any other question in which he may be directly interested.

3.11. Order of Business. The order of business at the annual meeting of the Unit Owners or at any special meetings insofar as practicable shall be:

- A. calling of the roll and certifying the proxies;
- B. proof of notice of meeting and waiver of notice;
- C. reading and disposal of any unapproved minutes;
- D. appointment of Judges of Election, if appropriate;
- E. election of Directors, if appropriate;
- F. receiving reports of officers;
- G. receiving reports of committees;
- H. old business;
- I. new business; and
- J. adjournment.

ARTICLE IV

BOARD OF DIRECTORS

4.01. Qualifications. The following criteria shall be qualifications for nomination, appointment or election to a Directorship:

A. Membership in Good Standing: Membership in good standing shall be a qualification of any non-Developer nominee or appointee to a Directorship.

B. Representation: Partnerships, corporations, fiduciaries or co-owners holding memberships in good standing may designate individuals to be eligible for nomination, appointment, or election as Directors in accordance with the following qualifications:

- i) Partnership designees shall be members, employees or agents of the partnership;
- ii) Corporate designees shall be officers, stockholders, employees or agents of the corporation; and
- iii) Fiduciary designees shall be fiduciaries, officers, or employees of the fiduciary.

Co-Owners holding a membership in good standing may designate any one but only one of them to be eligible for nomination, appointment, or election as a Director; however, in the case of any disagreement, the express consent of a majority of such Co-Owners shall be required.

4.02. Number. The Board of Directors shall initially consist of five (5) Directorships, designated as Directorships A, B, C, D and E.

4.03. Transition Elections. Within thirty (30) days after the initial conveyance by the Developer to independent purchasers unrelated to the Developer of the first twenty (20) Units, the President shall call a special meeting of the membership of the Association for the purpose of holding the first election of Unit Owners to the Board of Directors (from now on called the "First Transition Election"). At this special meeting, Unit Owners other than the Developer shall be entitled to vote for and elect Director A and B in accordance with the provisions of Article III of these By-Laws. Directors C, D and E shall continue to be appointees of the Developer and shall serve at the pleasure of the Developer.

Within thirty (30) days after the initial conveyance by the Developer to independent purchasers unrelated to the Developer of the first sixty (60) Units,

the President shall again call a special meeting of the membership of the Association for the purpose of holding an election (from now on called the "Second Transition Election"). At this special meeting, Unit Owners other than the Developer shall be entitled to vote for and elect Directors C and D in accordance with the provisions of Article II of these By-Laws, and the Developer shall continue to be entitled to appoint Director E, who shall serve at the pleasure of the Developer.

In spite of the foregoing, if the Developer has not conveyed sixty (60) Units within the Condominium by the fifth anniversary date of the recordation of the Master Deed for Glenbrook Estates Condominium in the Monmouth County Clerk's Office, it shall, within thirty (30) days of such fifth anniversary, cause a special meeting of the membership of the Association to be called for the purpose of offering Unit Owners the opportunity to elect a majority of the Directors of the Board of Directors in spite of the fact that sixty (60) Units have not yet been conveyed. The Unit Owners other than the Developer, by a majority vote of all such Unit Owners, may, but shall not be obligated to, agree to prematurely accept control of the Board of Directors by agreeing to elect a majority of the Directors as provided by N.J.A.C. 5:26-8.4(d).

Within thirty (30) days after all Units have been initially conveyed by the Developer to purchasers unrelated to the Developer, the President shall again call a special meeting of the membership of the Association for the Third Transition Election at which Unit Owners shall be entitled to vote for and elect Director E in accordance with the provisions of Article III hereof; provided that the Developer shall be entitled in its discretion to relinquish directorship E at the time of the Second Transition Election or anytime thereafter prior to the conveyance of the last Unit.

Notice of all special meetings called pursuant to this Section for the purpose of holding Transition Elections shall be give not less than twenty (20) nor more than thirty (30) calendar days prior to the date of the meeting.

4.04. Term of Office. Developer-appointed Directors A and B shall serve until their respective successors have been qualified and elected at the First

Transition Election. Directors A and B elected at the First Transition Election shall serve for two-year terms.

Developer-appointed Directors C and D shall serve until their successors have been qualified and elected at the Second Transition Election held pursuant to Section 4.03 herein. The first unit-Owner elected Directors C and D shall serve a term expiring upon the expiration of the terms of the Directors A and B then in office. Thereafter, Directors C and D shall serve for two-year terms.

Developer-appointed Director E shall serve until his successor has been qualified and elected at the Third Transition Election. The first unit-Owner elected Director E shall serve a term expiring upon the expiration of the terms of the Directors A, B, C and D then in office. Thereafter, Director E shall serve for a two-year term.

4.05. Removal of Directors Elected by Unit Owners other than the Developer; Election of Successors. At any duly held and constituted regular or special meeting of the Unit Owners, any one or more Directors elected by Unit Owners other than the Developer may be removed with or without cause by vote of a majority in interest of Unit Owners other than the Developer present in person or by proxy and in good standing provided that the notice of the meeting expressly includes a vote on such removal as being an item of business to be acted upon at such meeting. A successor or successors may then and there be elected by a majority of the remaining Directors (including the Developer-appointed Directors) to fill the vacancy thus created. Any such replacement Director or Directors shall be chosen from amongst Unit Owners other than the Developer. Such replacement Director or Directors shall be elected as Directors for the remainder of the term of the Director whose term he is filling and until his successor is duly qualified and elected. Except as hereinafter provided, a Unit Owner-elected Director whose removal has been proposed as aforesaid shall be given an opportunity to be heard at the meeting at which action on his removal is to be considered. In the event that all of the Unit Owner-elected Directors are removed, successors shall be elected by the Unit Owners other than the Developer in the manner set forth in Article IV, Section 4.03 herein to fill the

vacancies thus created. In spite of anything contained in this Section 4.05, in the event a Unit Owner-elected Director fails to be a member in good standing for a period in excess of thirty (30) consecutive days after notice of his lack of good standing, such Director shall be deemed automatically removed as a Director without the necessity of a vote of the membership or an opportunity for a hearing. A replacement Director for any such automatically removed Director shall then be chosen in accordance with Section 4.06 of these By-Laws. For purposes of this Section 4.05, a Director shall be deemed not in good standing if he is delinquent in the payment of any Common Expense assessment or installment thereof, regardless of type, or in the payment of any other monetary obligation owed to the Association or if he has failed to abate or otherwise cure any violation of the Condominium's governing documents of which he has notice. The provisions of this Section 4.05 shall not apply to any Director appointed by the Developer.

4.06. Vacancies. In the event of a vacancy on the Board of Directors for a Directorship filled by the vote of Unit Owners other than the Developer, where such vacancy occurs for any reason other than removal by a vote of Unit Owners other than the Developer as provided in Section 4.05 of this Article IV, such vacancy shall be filled by a vote of a majority of the remaining Directors, including the Developer's appointees, at a special meeting of the Board held for that purpose promptly after the occurrence of any such vacancy. Each person so elected shall be a Director for the remainder of the term of the Director whose term he is filling and until his successor shall have been duly elected and qualified. In spite of the foregoing, until the first Transition Election, the Developer shall have the right to fill all vacancies on the Board by appointment. Vacancies on the Board for Directorships to be filled by the vote of Unit Owners other than the Developer shall only be filled with Unit Owners other than the Developer, whether same be appointed or elected.

ARTICLE V

TRANSACTION OF BUSINESS BY THE
BOARD OF DIRECTORS

5.01. Express and Implied Powers and Duties. The property, affairs and business of the Association shall be managed by the Board of Directors which shall have all those powers granted to it by the Certificate of Incorporation, the Master Deed and these By-Laws.

5.02. Developer's Protective Provisions. After control of the Board of Directors has become vested in Directors elected by Unit Owners other than the Developer, and so long as the Developer owns at least one (1) Unit and holds same for sale in the ordinary course of business, the following shall apply:

- A. Neither the Association nor its Board of Directors shall take any action that will impair or adversely affect the rights of the Developer or cause the Developer to suffer any financial, legal or other detriment, including but not limited to any direct or indirect interference with the sale of Units, or the assessment of the Developer for capital improvements.
- B. The Association and its Board of Directors shall continue the same level of maintenance, operation and services as provided immediately prior to the assumption of control of the Association and the Board of Directors by Unit Owners other than the Developer.

The aforementioned protective provisions shall be construed in accordance with and not in derogation of N.J.S.A. 46:8B-12.1 of the New Jersey Condominium Act and N.J.A.C. 5:26-8.4 of the regulations promulgated pursuant to the New Jersey Planned Real Estate Development Full Disclosure Act, N.J.S.A. 45:22A-1 et seq.

5.03. Meeting of the Board of Directors; Notices; Waiver of Notice. The first meeting of the Board of Directors shall be held within ten (10) days after the first annual meeting of the Unit Owners and at such time and place as shall be fixed by a majority of the Board of Directors. Thereafter, regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the Board of Directors, but at

least two (2) meetings shall be held each year. Notice of regular meetings of the Board of Directors shall be given to each Director by telephone, mail, or telegram at least three (3) days prior to the day of the meeting. Special meetings of the Board of Directors may be called by the President on three (3) calendar days notice to each Director given by telephone, mail or telegram, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or the Secretary in like manner and on like notice on the written request of at least three (3) Directors. Any Director may, at any time, waive notice of any meeting of the Board of Directors in writing and such waiver shall be deemed equivalent to the giving of notice. Actual attendance by Directors at any meeting of the Board of Directors shall constitute a waiver of notice by him of the time and place thereof. If all the Directors are present at any meeting of the Board of Directors, no notice shall be required as to the Directors and any business may be transacted at such meeting.

5.04. Quorum and Adjourned Meetings. At all meetings of the Board, a majority of the Directors shall constitute a quorum for the transaction of business and the votes of a majority of the Directors present and voting at a meeting at which a quorum is present shall constitute a valid decision. If at any meeting of the Board there shall be less than a quorum present, the majority of those present shall adjourn the meeting to a new date. At any such adjourned meeting at which a quorum is present, any business which may have been transacted at the original meeting may be transacted without further notice to Directors.

5.05. Joinder in Meetings by Approval of Minutes. The transaction of any business at any meeting of the Board, however called and noticed, or wherever held, shall be as valid as if transacted at a meeting duly held after regular call and notice, if: (i) a quorum is present; and (ii) either before or after the meeting, each Director signs a written waiver of notice, or a consent to the holding of the meeting, or an approval of the minutes thereof or of the resolution or act adopted at such meeting. All such waivers, consents or

approval shall be in writing and filed with the Secretary and made a part of the minutes of the meeting even though filed subsequent thereto.

5.06. Non-Waiver. All the rights, duties and privileges of the Board shall be deemed to be continuing and shall not be exhausted by any single act or series of acts. To the same extent, the failure to use or employ any remedy or right hereunder or hereafter granted shall not preclude its exercise in the future nor shall any custom bind the Board.

5.07. Consent in Lieu of Meeting and Vote. In spite of anything to the contrary in these By-Laws, the Certificate of Incorporation or the Master Deed, the entire Board of Directors may waive the power to take action on any matter on which it is authorized to act, without the necessity of a formal meeting and vote if the entire Board, or all the Directors empowered to act, whichever the case may be, shall consent in writing to such action and provided further such action falls with an exception to the open meeting requirements of N.J.S.A. 46:8B-13.

5.08. Open Meetings; Notice; Minutes. In spite of anything to the contrary herein or in the Master Deed or Certificate of Incorporation, all meetings of the Board of Directors, except those expressly exempted by N.J.S.A. 46:8B-13 or N.J.A.C. 5:20-1.1 et seq., as same may be amended from time to time, shall be open to attendance by all Unit Owners. In accordance with N.J.S.A. 46:8B-13, adequate notice of meetings required to be open shall be given by the Board of Directors in the manner specified by N.J.A.C. 5:20-1.1 et seq. In accordance with N.J.S.A. 46:8B-13, minutes of any meeting required thereunder to be open shall be taken and copies of those minutes shall be made available to all Unit Owners before the next open meeting. To the extent that any portion of N.J.S.A. 46:8B-13 is repealed, judicially stayed or adjudicated invalid or to the extent any portion of N.J.A.C. 5:20-1.1 et seq. is repealed, judicially stayed or adjudicated invalid, the corresponding portion of this Section 5.08 shall be deemed automatically commensurately repealed, stayed or invalidated without the necessity of any action by the Board of Directors of the Association.

ARTICLE VI

POWERS AND DUTIES OF BOARD OF DIRECTORS

6.01. General Powers and Privileges. The Board of Directors shall have these powers, which include but which are not necessarily limited to the following, together with such other powers as may be provided herein or in the Master Deed, or the Certificate of Incorporation, or which may be necessarily implied.

- A. to employ, by contract or otherwise, a manager, managing agent or an independent contractor to oversee, supervise and carry out the responsibilities of the Board of Directors. Said manager, managing agent or independent contractor shall be compensated upon such terms as the Board of Directors deems necessary and proper;
- B. to employ any person, firm or corporation to repair, maintain or renovate the Common Elements of the Condominium; lay pipes or culverts; bury utilities; put up lights or poles; erect signs and traffic and safety controls of various sorts within the Condominium;
- C. to employ professional counsel and to obtain advice from persons, firms or corporations such as, but not limited to, landscape architects, architects, engineers, lawyers and accountants;
- D. to employ or contract for water and sewer, electricity and gas or other forms of utilities, cable or master antenna television;
- E. to promulgate, adopt, amend and publish rules and regulations covering the details of the operation and use of the Units and the Common Elements, including but not limited to pet controls;
- F. to secure full performance by Unit Owners or occupants of all items of maintenance for which they are responsible;
- G. to set minimum standards for floor coverings installed by all Unit Owners, with the exception of the Developer;
- H. to coordinate the plans of Unit Owners and occupants of Units for moving their personal effects or property into the Unit or out of

it, with a view toward scheduling such movements so that there shall be a minimum of inconvenience to others;

- I. to establish and enforce Rules and Regulations for parking by, and assignment of parking spaces to, Unit Owners, subject to the provisions of the Master Deed, Certificate of Incorporation and these By-Laws;
- J. to arrange for security protection as deemed appropriate and desired by the members;
- K. to enforce obligations of the Unit Owners and do anything and everything necessary and proper for the sound management of the Condominium, including the right to bring or defend lawsuits to enforce the terms, conditions and restrictions contained in the Master Deed, these By-Laws, or any Rules and Regulations;
- L. to borrow and repay monies, giving notes, mortgages or other security upon such term or terms as it deems necessary;
- M. to invest and reinvest monies, sue and be sued, collect interest, dividends, and capital gains; exercise rights; pay taxes; make and enter into contracts; enter into leases or concessions; make and execute any and all proper affidavits for various purposes; compromise any action without leave of court; and all other powers contained herein, and those necessary and incidental thereto;
- N. to transfer, grant or obtain easements, licenses and other property rights with respect to the General Common Elements in a manner not inconsistent with the rights of Unit Owners;
- O. to purchase or lease or otherwise acquire in the name of the Association or its designees, corporate or otherwise, on behalf of all Unit Owners within the Condominium, Units offered for sale or lease or surrendered by the Unit Owners to the Board of Directors provided that the foregoing shall not be construed to constitute a right of first refusal and provided further that the

Board of Directors shall not exercise this power while a majority of the Directors are appointed by the Developer;

- P. to purchase Units within the Condominium at foreclosure or other judicial sales in the name of the Association or its designees, corporate or otherwise, on behalf of all Unit Owners; provided, however, that the Board of Directors shall not exercise this power while a majority of the Directors are appointed by the Developer;
- Q. to sell, lease, mortgage (but not vote the votes appurtenant thereto) or otherwise deal with Units acquired by the Association, and sublease any such Units leased by the Association or its designees, on behalf of all Unit Owners;
- R. to bring and defend actions by or against one or more Unit Owners which are pertinent to the operation of the Condominium, the health, safety or general welfare of the Unit Owners, or any other legal action to which the Unit Owners may consent in accordance with these By-Laws;
- S. to create, appoint members to and disband such committees, other than those otherwise required by these By-Laws, as shall from time to time be deemed appropriate or necessary to aid the Board of Directors in the discharge of its duties, functions and powers;
- T. to impose upon some but not necessarily all Unit Owners the requirement of an escrow deposit as set forth in Article II, Section 2.07 hereof; and
- U. to impose upon Unit Owners at the time of acquisition of title to a Unit a one time, nonrefundable, nontransferable fee of up to \$250 for membership in the Condominium Association as set forth in Article II, Section 2.08 hereof.

6.02. Duties and Responsibilities. It shall be the affirmative and perpetual obligation and duty of the Board of Directors to perform the following:

- A. to cause the General and Limited Common Elements to be maintained according to accepted standards and as set forth in the Master Deed, including, but not limited to such maintenance, painting, replacement and repair work as may be necessary, lawn maintenance and clearing of snow from roadways and other areas for which the Association is responsible as the Board may deem appropriate. All repairs and replacements shall be substantially similar to the original application and installation and shall be of first class quality;
- B. to investigate, hire, pay, supervise and discharge the personnel necessary to be employed, and provide the equipment and materials necessary, in order to properly maintain and operate the Common Elements. Compensation for the services of such employees (as evidenced by certified payroll) shall be considered an operating expense of the Association;
- C. to cause to be kept a complete records of all its acts and corporate affairs and to present a summary report thereof to the Members at the annual meeting or at any special meeting when requested in writing at least twenty-one (21) days in advance by Members entitled to cast at least twenty-five (25%) percent of the total votes of the Association;
- D. to allocate common surplus or make repairs, additions, improvements to, or restoration of the Common Elements in accordance with the provisions of these By-Laws and the Master Deed after damage or destruction by fire or other casualty, or as a result of condemnation or eminent domain proceedings;
- E. to take such action as may be necessary to comply promptly with any and all orders or requirements affecting the premises maintained by the Association placed thereon by any federal, state, county or municipal authority having jurisdiction thereover, and order of the Board of Fire Underwriters or other similar bodies;
- F. to name and designate an Insurance Trustee, who shall not be a Member of the Condominium Association, a principal or employee of the

- Developer or the manager, for the purpose of receiving and disbursing all insurance proceeds in excess of \$25,000 that are payable to the Condominium Association in accordance with Article XI of the Master Deed. In the absence of such an appointment, the Board of Directors shall be responsible for the disposition of all insurance proceeds;
- G. to collect from each Unit Owner at the time he acquires title to his Unit a nonrefundable, nontransferable contribution to the working capital of the Association as set forth in Article II, Section 2.06 hereof;
 - H. to establish a Judiciary Committee as hereinafter provided in Article XI of these By-Laws;
 - I. to manage the fiscal affairs of the Association as hereinafter provided in Article VII; and
 - J. to place and keep in force all insurance coverages required to be maintained by the Association, and applicable to its property and members, including, but not limited to:
 - (i) Physical Damage Insurance. To the extent available in the normal commercial marketplace, broad form insurance against loss by fire and against loss by lightning, windstorm and other risks normally included within all risk extended coverage, including vandalism and malicious mischief, insuring all Common Elements and Unit betterments existing at the time of the Unit's initial conveyance from the Developer, together with all service machinery appurtenant thereto as well as common personalty and supplies belonging to the Association, and covering the interest of the Association, the Board, the Developer, all Unit Owners and any Permitted Mortgage Holder who has requested the Association in writing to be named as loss payee, as their respective interests may appear, in an amount equal to the full replacement value of the Common Elements (exclusive of foundations and footings), and Unit betterments existing at the time of the initial conveyance

from the Developer, without deduction for depreciation. Each policy shall contain a standard mortgagee clause in favor of each applicable Permitted Mortgage Holder, which shall provide that the loss, if any, thereunder, shall be payable to each applicable Permitted Mortgage Holder, its successors and assigns as their interest may appear, subject to the loss payment provisions set forth in Article XI of the Master Deed. The aforesaid mortgagee clause shall name as mortgagee either the Federal National Mortgage Association (FNMA) or its servicer in the event FNMA holds mortgages on any Units. When a servicer is named as a mortgagee, its name must be followed by the phrase "its successors and assigns". When a majority of the Board is elected by the Unit Owners other than the Developer, prior to obtaining any renewal of a policy of fire insurance, the Board shall obtain an appraisal or other written evaluation of an insurance broker licensed to conduct business in New Jersey or other qualified expert as to the full replacement value of the Common Elements and Unit betterments existing at the time of the initial conveyance of the Unit from the Developer, without deduction for depreciation, for the purposes of determining the amount of fire insurance to be effected pursuant to this subparagraph. The amount of any deductible and the responsibility for payment of same shall be determined by the Board, in its sole discretion.

- (ii) Public Liability Insurance. To the extent obtainable in the normal commercial marketplace, public liability insurance for personal injury and death from accidents occurring within the Common Elements (and any other areas which the Board may deem advisable), and the defense of any actions brought by injury or death of a person or damage to property, occurring within such Common Elements, and not arising by reason of any act or negligence of any individual Unit Owner. Said insurance shall be

in such limits as the Board may, from time to time, determine, covering each member of the Board, the managing agent, the manager, and each one insured against another. Until the first meeting of the Board following the first annual meeting, such public liability insurance shall be in a single limit of not less than \$1,000,000 covering all claims for personal injury or property damage arising out of any one occurrence. The Board shall review such limits once a year.

- (iii) Directors and Officers Liability Insurance. Liability insurance indemnifying the Directors and Officers of the Association against the liability for errors and omissions occurring in connection with the performance of their duties, with any deductible amount to be in the sole discretion of the Board.
- (iv) Workers Compensation Insurance. Workers compensation and New Jersey disability benefits insurance as required by law.
- (v) Vehicular Liability Insurance. To the extent obtainable in the normal commercial marketplace, vehicular liability insurance to cover all motor vehicles, if any, owned or operated by the Association.
- (vi) Flood Insurance. Flood hazard insurance in the event any of the insurable Common Elements and Unit betterments existing at the time of the initial conveyance of a Unit from the Developer are located within a federally designated zone of greater than minimal flood hazard.
- (vii) Other Insurance. Such other insurance as the Board may determine to be appropriate.

All policies shall: (i) provide that adjustment of loss shall be made by the Board of Directors with the approval of the Insurance Trustee, if any, and that the net proceeds thereof, if \$25,000.00 or less shall be payable to the Board, and if more than \$25,000.00 shall be payable to the Insurance Trustee if any; (ii) require that the proceeds of physical damage insurance be applied to the

restoration of the insured property as is required by the Master Deed and these By-Laws; (iii) to the extent obtainable contain agreed amount and inflation guard endorsements, construction code endorsement, demolition cost endorsement, contingent liability from operation of building laws endorsement and increased cost of construction endorsement; (iv) provide that the insurance will not be prejudiced by any act or omission of individual Members that are not under the control of the Association; (v) provide that the policy will be primary, even if insurance covering the same loss is held by any Member(s); (vi) to the extent obtainable contain waivers of subrogation and waivers of any defense based on co-insurance or of invalidity arising from any acts of the insured; and (vii) provide that such policies may not be cancelled without at least thirty (30) days prior written notice to all of the named insureds, including all Unit Owners and Notice Mortgagees.

Any insurance maintained by the Board may provide for such deductible amount as the Board may determine. In spite of any other provisions of this subparagraph, the Association shall not be required to provide any type or amount of insurance not commonly available in the normal commercial marketplace.

All policies shall show the named insured as: "Glenbrook Condominium Association, Inc., for the use and benefit of the individual owners" or the Association's Insurance Trustee, if any. The "loss payable" clause must show the Association or the Insurance Trustee, as a trustee for each Unit Owner, Permitted Mortgagee Holder or other loss payee. Also, the policies must require the insurer to notify in writing the Association, its Insurance Trustee and each Notice Mortgagee or other entity named in the mortgagee clause at least thirty (30) days before it substantially changes the Association's coverage.

The premiums for any and all insurance coverage maintained by the Association shall be a Common Expense of the Association.

Unit Owners shall not be prohibited from carrying insurance for their own benefit provided that all such policies shall contain waivers of subrogation; and, further provided that the liability of the carriers issuing insurance

obtained by the Board shall not be affected or diminished by reason of any such additional insurance carried by any Unit Owner.

ARTICLE VII

FISCAL MANAGEMENT

7.01. Annual Common Expense Assessments. The Board of Directors shall have the duty to collect from each Unit Owner, his heirs, administrators, successors and assigns, as annual Common Expense assessments, the proportionate part of the Common Expenses assessed against such Unit Owner as provided in the Master Deed, the Certificate of Incorporation, these By-Laws, and in accordance with applicable law.

7.02. Determination of Common Expenses. The amount of monies for Common Expenses deemed necessary by the Board of Directors and the manner of expenditure thereof, including but not limited to the allocation thereof, shall be a matter for the sole discretion of the Board of Directors.

7.03. Disbursements. The Board of Directors shall take and hold the funds as collected and shall disburse the same for the purposes and in the manner set forth herein and as required by the Master Deed, Certificate of Incorporation, and applicable law.

7.04. Depositories. The depository of the Association shall be such a bank or banks as shall be designated from time to time by the Board of Directors and in which the monies of the Association shall be deposited. Withdrawal of monies from such accounts shall be only by checks signed by such parties as are authorized by the Board, provided that a management agreement may include among its provisions authority for the manager to sign checks on behalf of the Association for payment of the obligations of the Association, if the proper fidelity bond is furnished to the Association.

7.05. Accounts. The receipts and expenditures of the Association shall be Common Expense assessments and Common Expenses respectively, and shall be credited and charged to accounts under the following classifications as the Board shall deem appropriate, all of which expenditures shall be Common Expenses:

- A. Current expenses, which shall include expenditures within the year for which the budget is made, including reasonable allowances for contingencies and working funds. Current expenses may not include expenditures chargeable to reserves. At the end of each year, the unexpended amount remaining in this account shall be applied to reduce the assessments for current expenses for the succeeding year, distributed to the current membership in the same manner as assessed and/or allocated and transferred to the Association's reserve for deferred maintenance and/or reserve for repair and replacement as the Board shall determine in its sole and absolute discretion.
- B. Reserve for deferred maintenance, which shall include funds for maintenance items that occur less frequently than annually.
- C. Reserve for repair and replacement, which shall include funds for repair or replacement of the Common Elements and those portions of the Common Elements for which repair or replacement is required because of damage, depreciation or obsolescence. The amounts in this account shall be allocated among each of the separate categories of replacement items.
- D. Reserves for capital improvements, which shall include the funds to be used for capital expenditures or for acquisition of additional personal property that will be part of the Common Elements.
- E. Operations, which shall include all funds from the use of the Common Elements or from any other sources. Only the additional direct expense required by any revenue producing operation will be charged to this account, and any surplus from any operation or otherwise shall be used to reduce the assessments for current expenses for the succeeding year, distributed to the current membership in the same manner as assessed, and/or allocated and transferred to the Association's reserve for deferred maintenance

and/or reserve for repair and replacement as the Board shall determine in its sole and absolute discretion. Losses from operations or otherwise shall be met by special assessments against Unit Owners, which assessments may be made in advance in order to provide a working fund.

- F. Working capital, consisting of those nonrefundable and non-transferable contributions assessed upon each Owner upon acquisition of title to a Unit imposed under Article II, Section 2.06, which may be utilized by the Board in its reasonable discretion to meet unanticipated or other expenses of the Association (but not in order to reduce the Annual Common Expense Assessment).
- G. Escrow deposits paid by each Owner to be applied in the event of a default in payment of Common Expense assessments by that Owner if imposed under Article II, Section 2.07.

The Board of Directors shall not be required to physically segregate the funds held in the above accounts except for reserves for deferred maintenance, reserves for replacement and repair, and escrow deposits, if any, which funds must be maintained in separate accounts. The Board may, in its sole discretion, maintain the remaining funds in one or more consolidated accounts. As to each consolidated account, the division into the various accounts set forth above need be made only on the Association's records.

7.06. Reserves. The Board of Directors shall not be obligated to expend all of the revenues collected in any accounting period, and must maintain reasonable reserves for, among other things, repairs, replacements, emergencies, contingencies of bad weather or uncollectible accounts. In spite of anything herein to the contrary, the Board of Directors in its determination of the Common Expenses and the preparation of a budget shall specifically designate and identify that portion of the Common Expenses which is to be assessed against the Unit Owners as a capital contribution and is allocable to reserves for each separate Common Element. The amounts assessed and collected for the reserves

shall be kept in one or more interest-bearing savings accounts, or certificates of deposit and shall not be utilized for any purpose other than that which was contemplated at the time of the assessment. The foregoing shall not be construed to mean that the Board of Directors shall not be permitted to keep additional cash on hand, in a checking or petty cash account, for the necessary discharge of its functions.

7.07. Notice of Common Expense Assessment. Prior to the due date of the first Common Expense assessment installment for any given fiscal year of the Association, the Board of Directors shall give written notice to each Unit Owner and Notice Mortgagee of the amount estimated by the Board of Directors for Common Expenses of the Association for such ensuing fiscal year, which notice shall include the Unit Owner's proportionate liability for such Common Expenses and the amount of monthly installments thereof that the Unit Owner is obligated to pay to the Association. In spite of the foregoing, if no such notice is given prior to the commencement of the fiscal year in question, until such time as notice of an assessment is given, an assessment shall be presumed to have been made in the amount of the last prior year's assessment and installments on such assessment shall be due based upon the same frequency and schedule as previously established until changed by a notice of assessment. In the event the annual Common Expense assessment proves to be insufficient, the budget and assessments may be amended at any time by the Board and nothing herein shall serve to prohibit or prevent the Board from imposing an Emergency Common Expense assessment in the case of any immediate need for emergency which cannot be met by reserve funds allocated for such contingency.

7.08. Acceleration of Assessment Installment Upon Default. If a Unit Owner shall be in default in the payment of an installment on any type of assessment, the Board shall notify the delinquent Unit Owner that, if such default exceeds thirty (30) calendar days, the remaining installments of the assessment shall be accelerated if the delinquent installment has not been paid by a date stated in the notice, which date shall not be less than five (5) business days after personal service of the notice to the Unit Owner or not less than ten (10)

business days after the mailing of such notice to him by registered or certified mail at the last address that he has officially given to the Association. If such notice is given and the default shall continue for a period of thirty (30) calendar days after the payment date in the notice, then the Board shall be required to accelerate the remaining installments of the assessment and notify the delinquent Unit Owner that a Claim of Lien for the accelerated amount shall be filed on or after a date certain stated in the notice of acceleration if the accelerated balance has not then been paid. The Claim of Lien for such accelerated assessment as permitted by law shall then be filed if the delinquent assessment has not been theretofore paid and the Board may, if permitted by law, also notify any holder of a Mortgage encumbering the Unit affected by such default and/or publish appropriate notice of such delinquency to the membership of the Association. If said default continues for a period of sixty (60) calendar days after a Claim of Lien is filed, then the Board may foreclose the foregoing lien pursuant to law and/or commence a suit against the appropriate parties to collect the assessment.

7.09. Interest and Counsel Fees. The Board at its option shall have the right in connection with the collection of any type of assessment, or other charge, to impose a late charge of any reasonable amount and/or interest at the legal maximum rate permitted by law for the payment of delinquent assessments or charges, if such payment is made after a date certain stated in such notice. In the event that the Board shall effectuate collection of said assessments or charges by resort to counsel and/or the filing of a Claim of Lien, the Board may add to the aforesaid assessments or charges a sum or sums of twenty (20%) percent of the gross amount due as counsel fees, plus the reasonable costs for preparation, filing and discharge of the lien, in addition to such other costs as may be allowable by law.

- A. In the case of any action or proceeding brought or defended by the Association or the Board pursuant to the provisions of these By-Laws, the reasonable costs and expenses of preparation and

litigation, including attorneys fees, shall be a Common Expense allocated to all Unit Owners.

- B. Money judgments recovered by the Association in any action or proceeding brought hereunder, including costs, penalties or damages shall be deemed a special fund to be applied to: (1) the payment of unpaid litigation expenses; (2) refunding to the Unit Owners the cost and expenses of litigation advanced by them; (3) Common Expenses, if the recovery thereof was the purpose of the litigation; (4) repair or reconstruction of the Common Elements if recovery of damages to same was the motivation for the litigation; and (5) any amount not applied to (1), (2), (3) and (4) above shall be at the discretion of the Board treated either as: (i) a common surplus which shall be allocated and distributed pursuant to the provisions of Article VI of the Master Deed or (ii) a set off against the annual Common Expense assessment generally. In spite of the foregoing, if a Unit Owner(s), the Board or any other person or legal entity affected by any such distribution shall assert that the damages sustained or the diminution in value suffered by a Unit Owner(s) was disproportionate to his or their interest in the Common Elements, in that event the matter shall be submitted to binding arbitration to be decided in accordance with the procedures set forth in Article XIV hereof.
- C. All Common Expenses received and to be received by the Board, for the purpose of paying any judgment obtained against the Association or the Board and the right to receive such funds, shall constitute trust funds and the same shall be expended first for such purpose before expending any part of the same for any other purpose.
- D. In the event that a Unit Owner(s) succeeds in obtaining a judgment or order against the Association or the Board, then in

addition to any other sums to which said Owner(s) would otherwise be entitled by such judgment or order, he or they shall also be entitled to the restitution or recovery of any sums paid to the Board as assessments for litigation expenses in relation to said action or proceeding.

7.10. Power of Attorney to Permitted Mortgage Holder. In the event the Board shall not cause the enforcement procedures provided in Sections 7.08 and 7.09 of Article VII above to be implemented within the time provided, any Permitted Mortgage Holder for any Unit as to which there shall be such unpaid Common Expense assessments is hereby irrevocably granted a power of attorney to commence such actions and to invoke such other remedies, all in the name of the Association. This power of attorney is expressly stipulated to be coupled with an interest in the subject matter.

7.11. Annual Audit. The Board shall submit the books, records, and memoranda of the Association to an annual audit by an independent certified public accountant, who shall audit same and render a report thereon in writing to the Board and in summary form to the Unit Owners and such Notice Mortgagees or other persons, firms or corporations as may be entitled to same. While the Developer appoints a majority of the Directors of the Board, he shall have an annual audit of association funds prepared by an independent accountant, a copy of which shall be delivered to each unit owner within ninety (90) days of the expiration of the fiscal year of the Association. The audit shall cover the operating budget and reserve accounts. The cost of such audits occurring while the Developer appoints a majority of the Directors of the Board may be included as a Common Expense of the Association.

7.12. Examination of Books. Each Unit Owner shall be permitted to examine the books of account of the Board by appointment at a reasonable time on business days; provided, however, that the Treasurer has been given at least ten (10) days prior written notice of the Unit Owner's desire to make such an examination.

7.13. Fidelity Bonds. Fidelity bonds shall be required by the Board for all persons handling or responsible for Association funds. The amount of such

bonds shall be determined by the Board. The premiums on such bonds shall be paid by the Association.

For so long as the Developer appoints a majority of the Directors on the Board, it shall post a fidelity bond or other guarantee acceptable to the New Jersey Department of Community Affairs in an amount equal to the annual budget. For the second and succeeding years of the Association, the bond or other guarantee shall include accumulated reserves. The premium or costs of such fidelity bond or other guarantee may be treated as a Common Expense of the Association.

ARTICLE VIII

OFFICERS

8.01. Designation. The principal officers of the Association shall be a President, a Vice-President, both of whom shall be members of the Board, a Secretary and a Treasurer. The Board may also appoint such other Assistant Treasurers and Assistant Secretaries as in its judgment may be necessary. Any two (2) offices, except that of President and Vice-President, may be held by one person.

8.02. Election of Officers. The officers of the Association shall be elected annually by the Board at the first Board of Directors meeting following each annual meeting and such officers shall hold office at the pleasure of the Board.

8.03. Removal of Officers. Upon an affirmative vote of a majority of the full number of Directors, any officer may be removed, either with or without cause, after opportunity for a hearing, and his successor elected at any regular meeting of the Board, or at any special meeting of the Board called for such purpose.

8.04. Duties and Responsibilities of Officers.

A. The President shall be the chief executive officer of the Association. He shall preside at all meetings of the Association and of the Board. He shall have all of the general powers and

duties which are usually vested in the office of President of an Association.

- B. The Vice-President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice-President is able to act, the Board shall appoint some other Director to so do on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed upon him by the Board.
- C. The Secretary shall keep the minutes of all meetings of the Board and the minutes of all meetings of the members of the Association; he shall have charge of such books and papers as the Board may direct; and he shall, in general, perform all the duties incident to the office of the Secretary.
- D. The Treasurer shall have the responsibility for the custody of Association funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. He shall be responsible for the deposit of all monies and other valuable effects in the name, and to the credit of the Association in such depositories as may from time to time be authorized by the Board.

8.05. Other Duties and Powers. The Officers shall have such other duties, power's and responsibilities as shall, from time to time, be authorized by the Board.

8.06. Eligibility of Directors. Nothing herein contained shall prohibit a Director from being an Officer.

ARTICLE IX

COMPENSATION, INDEMNIFICATION AND EXCULPABILITY OF OFFICERS, DIRECTORS, AND COMMITTEE MEMBERS

9.01. Compensation. No compensation shall be paid to the President or the Vice-President or any Director, or Committee Member for acting as such Officer,

Director, or Committee Member. The Secretary and/or Treasurer (except for Developer appointees) may be compensated for their services if the Board determines that such compensation is appropriate. Nothing herein stated shall prevent any Officer or Director, or Committee Member from being reimbursed for out-of-pocket expenses or compensated for services rendered in any other capacity to or for the Association, provided, however, that any such expenses incurred or services rendered shall have been authorized in advance by the Board.

9.02. Indemnification. Each Director, Officer or Committee Member of the Association shall be indemnified by the Association against the actual amount of net loss including counsel fees, reasonably incurred by or imposed upon him in connection with any action, suit or proceeding to which he may be a party by reason of his being or having been a Director, Officer, or Committee Member of the Association, except as to matters for which he shall be ultimately found in such action to be liable for gross negligence or willful misconduct. In the event of a settlement of any such case, indemnification shall be provided only in connection with such matters covered by the settlement as to which the Association is advised by counsel that the person to be indemnified had not been guilty of gross negligence or willful misconduct.

9.03. Exculpability. In accordance with N.J.S.A. 15A:2-8c, directors and officers of the Association shall not be personally liable to the Association or its members for damages for breach of any duty owed to the Association or its members except for any breach of duty based upon an act or omission (1) in breach of such person's duty of loyalty to the Association or its members, (2) not in good faith or involving a knowing violation of law or (3) resulting in receipt of such person of an improper personal benefit. Committee members who are not directors and officers of the Association shall be similarly exculpated from liability. Each Unit Owner shall be bound by the good faith actions of the Board, Officers and Committee Members of the Association, in the execution of the duties of said directors, Officers and Committee Members. Nothing contained herein shall be construed also as to exculpate members of the Board of Directors appointed by the Developer from discharging their fiduciary responsibilities.

ARTICLE X
ENFORCEMENT

10.01. Enforcement. The Board of Directors shall have the power, at its sole option, to enforce the terms of this instrument or any rule or regulation promulgated pursuant thereto, by any or all of the following: self-help; sending notice to the offending party to cause certain things to be done or undone; restoring the Association to its original position and charging the breaching party with the entire cost or any part thereof; complaint to the duly constituted authorities; or by taking any other action before any court, summary or otherwise, as may be provided by law.

10.02. Fines. The Board shall have the power to levy fines against any Unit Owner(s) for violation(s) of any rule or regulation of the Association or for any covenants or restrictions contained in the Master Deed or By-Laws, except that no fine may be levied for more than \$10.00 for any one violation; provided, however, that for each day a violation continues after notice it shall be considered a separate violation. Collection of the fines may be enforced against any Unit Owner(s) involved as if the fine were a Common Expense owed by the particular Unit Owner(s). In spite of the foregoing, before any fine is imposed by the Board, the Unit Owner involved shall be given at least ten (10) days prior written notice and afforded an opportunity to be heard, with or without counsel, with respect to the violation(s) asserted, all as provided for in Article XII of these By-laws.

10.03. Cease and Desist Orders. The Board shall have the power to issue cease and desist notices to any Member, his guests, invitees, lessees, etc., any of whose acts or failure to act is deemed inconsistent with the Condominium's governing documents. Such notices may be issued by the Board on its own initiative or as a result of a petition by a Member. Any such cease and desist notice shall expressly provide the opportunity for a hearing pursuant to Article XI of these By-Laws and no action may be taken by the Board without first giving the person upon whom the notice is served at least ten (10) calendar days prior

written notice thereof and affording him the opportunity to be heard with respect to the violations asserted;

10.04. Waiver. No restriction, condition, obligation or covenant contained in these By-Laws shall be deemed to have been abrogated or waived by reason of the failure to enforce the same irrespective of the number of violations or breaches thereof which may occur.

10.05. Cause of Action Against Association. Unit Owners shall have a cause of action, to the extent permitted by the laws of this State, against the Association for its failure to act in accordance with the Master Deed, Certificate of Incorporation, these By-Laws, any Rules or Regulations governing the Condominium or any formal decisions of the Association. In spite of the foregoing, the Association shall not be liable in any civil action brought by or on behalf of an Owner to respond in damages as a result of bodily injury to the Owner occurring on or within the Condominium unless the Association caused such bodily injury to the Owner within or upon the Condominium by its willful, wanton or grossly negligent act of commission or omission. The foregoing shall be construed in accordance with an not in derogation of N.J.S.A. 2A:62A-12 et seq.

ARTICLE XI

JUDICIARY COMMITTEE

11.01. Establishment and Purpose. The Board of Directors shall establish a Judiciary Committee to provide a forum for aggrieved parties to seek a review of cease and desist notices issued by the Covenants Committee and to provide a mechanism for alternative resolution of disputes between Members and other Members or tenants. The Judiciary Committee shall be comprised of three (3) Unit Owners appointed by the Board of Directors to serve for terms of one (1) year. At any given time, one and only one member of the Judiciary Committee shall be a sitting Director. This committee member's term shall automatically expire should he no longer serve as a Director at any point during his one (1) year term. In the event a matter before the Judiciary Committee involves a matter in which a member of the Judiciary Committee has an interest, such member(s) of the Judiciary Committee affected shall be disqualified from participating as to that

particular matter and the Board of Directors shall select an eligible Unit Owner to temporarily serve on the Judiciary Committee with regard to that particular matter.

11.02. Authority. The Judiciary Committee shall have the authority to review any cease and desist notices issued by the Board at the request, timely made, of an aggrieved party and to resolve disputes amongst eligible parties seeking the involvement of the Judiciary Committee, all in accordance with the procedures set forth herein and as same may be supplemented by Rules and Regulations promulgated, adopted and published by the Board of Directors.

11.03. Procedures. Any Member or tenant of a Member seeking to bring a matter before the Judiciary Committee (from now on called the "Petitioner") shall do so in the following manner:

- A. The Petitioner shall file with the Judiciary Committee a written statement (from now on called the "Petition") setting forth in detail the matter being presented. In the case of cease and desist notices issued by the Board, the Petition must include a copy of the cease and desist notice. Also, in the case of cease and desist notices, any Petition must be received by the Judiciary Committee within ten (10) business days of service upon the Petitioner of such cease and desist notice.
- B. Within the ten (10) business days of its receipt of the Petition, the Judiciary Committee shall provide any Member or tenant complained about by a Petitioner or, in the case of a cease and desist notice, the Board (from now on collectively referred to as the "Respondent"), with a copy of the Petition.
- C. The Respondent shall prepare a written response and file same with the Judiciary Committee within fourteen (14) business days of Respondent's receipt of a copy of the Petition.
- D. The Judiciary Committee shall review the written submissions of the Petitioner and the Respondent and shall conduct such other inquiry as it deems appropriate. The Judiciary Committee shall

then make every effort to informally resolve the dispute between the parties in an amicable fashion.

- E. In the event a matter pending before the Judiciary Committee cannot be informally and amicably resolved within ten (10) business days of the date by which the Respondent was to have filed with the Judiciary Committee its written response or any mutually agreed upon extension not to exceed sixty (60) calendar days from the expiration of the aforesaid ten (10) business days, the Judiciary Committee shall hold a formal hearing upon ten (10) business days notice to the Petitioner and the Respondent. At such hearing, the Petitioner and the Respondent shall be permitted to be represented by counsel and shall further be permitted, directly or through counsel, to make such statements as they each desire and to present testimony, writings or other exhibits. The Judiciary Committee shall conduct the hearing according to procedures established by it for the conduct of all such hearings, but, in all events, shall receive documents, statements and evidence without regard to the rules of the evidence that would be applicable in a formal legal proceeding. The Judiciary Committee shall endeavor, in good faith, to render a written decision within five (5) business days of the conclusion of the formal hearing. A copy of the decision shall be served upon the Petitioner, the Respondent and the Board of Directors by the Judiciary Committee.
- F. The Judiciary Committee shall have the power to recommend to the Board of Directors that the cost of any hearing held as provided hereunder in an amount not to exceed a total of \$500.00 be assessed against one or more of the parties to such a hearing in such proportions as the Judiciary Committee shall deem appropriate in its sole discretion.

- G. A decision of the Judiciary Committee shall become final ten (10) business days after it is served upon the Board of Directors. Prior to the expiration of the aforesaid ten (10) business days, the Board of Directors may review the decision and, in its sole and absolute discretion accept, reject or modify, in whole or in part, the decision, including, but not limited to, any recommendation of the Judiciary Committee regarding imposition and/or allocation of costs. To the extent the Board of Directors determines that it is appropriate for the cost of the hearing to be assessed against one or more of the parties, it shall cause such costs to be assessed or a Miscellaneous Condominium Common Expense assessment and notice of same shall be served upon the responsible party or parties setting forth the terms of payment of the sums so assessed. In the event the Board of Directors modifies or rejects the decision of the Judiciary Committee, it shall reduce its determination to writing and serve a copy of same upon the Judiciary Committee, the Petitioner and the Respondent as the final disposition of the matter in question. The failure of the Board of Directors to modify or reject the decision of the Judiciary Committee as aforesaid by serving notice of same within ten (10) business days of service upon it of a copy of the Judiciary Committee's decision shall be deemed an affirmation by the Board of Directors of the decision of the Judiciary Committee.
- H. The prevailing party under the final decision may enforce compliance with any decision of the Judiciary Committee and/or the Board of Directors by instituting suit in any court of competent jurisdiction. The cost of any such litigation, including reasonable legal fees, shall be borne by the parties in such a manner as the court deems equitable.

11.04 Obligation to Provide Procedure for Dispute Resolution. Either through the Judiciary Committee established by this Article XII or otherwise, the Association shall, at all times, provide a fair and efficient procedure for the resolution of disputes between individual Unit Owners and the Condominium Association and between different Unit Owners that shall be a readily available alternative to litigation.

ARTICLE XII

AMENDMENTS

Subject to the restrictions in Article XIII of the Master Deed regarding the rights of Notice Mortgagees, these By-Laws, or any of them, may be altered or repealed, or new By-Laws may be made, at any meeting of the Association duly held for such purpose, and previous to which written notice to Unit Owners of the exact language of the amendment or of the repeal shall have been sent, a quorum being present, by an affirmative vote of 51% in number and in interest of the votes entitled to be cast in person or by proxy, except that: (i) the first annual meeting may not be advanced, (ii) the first Board (including replacements in case of vacancies) may not be enlarged or removed, (iii) the obligation or the proportionate responsibility for the payment of Common Expenses with respect to Units or the Common Elements may not be changed by reason of any such new By-Law, amendment or repeal, or (iv) no such new By-Law, amendment or repeal shall in any way affect the Developer, including any successor of the Developer, unless the Developer, or its successor, has given its prior written consent thereto.

ARTICLE XIII

CONFLICT; INVALIDITY

13.01. Conflict. In spite of anything to the contrary herein, if any provision of these By-Laws is in conflict with or contradiction of the Master Deed, the Certificate of Incorporation or with the requirements of any law, then the requirements of said Master Deed or law shall be deemed controlling.

13.02. Invalidity. The invalidity of any part of these By-Laws shall not impair or affect in any manner the enforceability or affect the remaining provisions of the By-Laws.

ARTICLE XIV

ARBITRATION

Any arbitration provided for in these By-Laws shall be conducted before one arbitrator in Monmouth County, New Jersey by the American Arbitration Association, in accordance with its rules then obtaining and the decision rendered in such arbitration shall be binding upon the parties and may be entered in any court having jurisdiction. All expenses of arbitration hereunder including the fees and expenses of counsel and experts shall be Common Expenses.

ARTICLE XV

CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words "Glenbrook Condominium Association, Inc."

EXHIBIT 1F

***SCHEDULE OF PROPORTIONATE INTERESTS
IN COMMON ELEMENTS***

085534 -0609

SCHEDULE OF PROPORTIONATE INTERESTS
IN THE COMMON ELEMENTS

<u>UNIT NUMBER</u>	<u># OF UNITS</u>	<u>PERCENTAGE INTEREST</u>
A-1	10	12.45
A-2	10	13.34
B-1	10	11.74
B-2	10	12.66
C-1	10	12.32
C-2	10	13.76
D-1	10	11.24
D-2	10	12.49

DB5534 -0610

END OF DOCUMENT

FIRST AMENDMENT
TO THE
MASTER DEED FOR
GLENBROOK ESTATES CONDOMINIUM

DATED: October 28 , 1998

Prepared By:



Christine F. Li, Esq.

RECORD AND RETURN TO:
Christine F. Li, Esq.
GREENBAUM, ROWE, SMITH,
RAVIN, DAVIS & HIMMEL LLP
P.O. Box 5600
Woodbridge, New Jersey 07095

FIRST AMENDMENT
TO THE
MASTER DEED
FOR
GLENBROOK ESTATES CONDOMINIUM

THIS FIRST AMENDMENT TO THE MASTER DEED FOR GLENBROOK ESTATES CONDOMINIUM is made as of the 28 day of October, 1998 by Glenbrook Estates, Inc., a New Jersey corporation, having its principal office at 21 Ryan Road, Marlboro, New Jersey 07746 (from now on referred to as the "Developer").

W I T N E S S E T H:

WHEREAS, Glenbrook Estates, Inc. ("Developer"), as the owner of the fee simple title to a certain tract of lands and improvements thereon located in the Township of Marlboro, Monmouth County, New Jersey, recorded that certain Master Deed for Glenbrook Estates Condominium (from now on called the "Condominium") dated August 27, 1996, and recorded on September 17, 1996 in the office of the Clerk of Monmouth County in Deed Book 5534 at Page 475, et seq. (from now on called the "Master Deed");

WHEREAS, the Master Deed subjected certain lands legally described and graphically depicted therein to a certain set of common covenants, easements and restrictions;

WHEREAS, pursuant to the terms of the Master Deed, the Developer intends to develop a residential community consisting of eighty (80) condominium units (the "Units") and certain Common Elements;

WHEREAS, the Developer wishes to amend the Master Deed to supplement Exhibit "B" to the Master Deed captioned "Final Map" to incorporate a graphic depiction of the location of the Units within the Buildings; and

WHEREAS, the Developer further wishes to amend and supplement Exhibit "D" to the Master Deed captioned "Schedule of Proportionate Interest in Common Elements" to incorporate a replacement Schedule of Proportionate Interest in Common Elements expressly identifying each of the Units which has been or is proposed to be constructed, the Unit type, and its respective proportionate interest in the Common Elements based upon the proposed proportionate interests in the Common Elements which appear in Exhibit "D" to the Master Deed.

NOW, THEREFORE, upon the recordation of this First Amendment to the Master Deed in the office of the Monmouth County Clerk, the Master Deed hereby is amended as follows:

1. Exhibit "B" to the Master Deed captioned "Final Map" is hereby amended and supplemented by Exhibit "B-1" to this First Amendment to the Master Deed captioned "Glenbrook Estates Condominium Identification Map, Map Lot 155 Block 412 and Lot 24 Block 413, Marlboro Township, Monmouth County, New Jersey" prepared by Crest Engineering Associates, Inc. and dated February 6, 1998 attached to and made a part of this First Amendment to the Master Deed.

2. Exhibit "D" to the Master Deed captioned "Schedule of Proportionate Interest in Common Elements" is replaced in its entirety with Exhibit "D-1" captioned "First Amended Schedule of

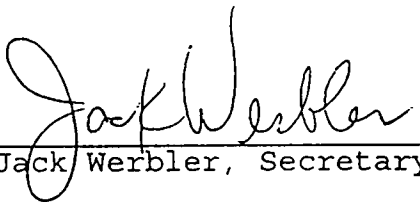
Proportionate Interest in Common Elements" attached to and made a part of this First Amendment to the Master Deed.

3. All terms and provisions of the Master Deed, except those expressly amended and supplemented by this First Amendment to the Master Deed, shall remain as stated in the Master Deed.

IN WITNESS WHEREOF, the Developer has caused this First Amendment to the Master Deed to be executed the day and year first above written.

ATTEST:

GLENBROOK ESTATES, INC., a
New Jersey corporation



Jack Werbler, Secretary

By: 

Daniel Werbler, President

EXHIBIT B-1

GLENBROOK ESTATES CONDOMINIUM IDENTIFICATION MAP

EXHIBIT D-1

FIRST AMENDED SCHEDULE

OF

PROPORTIONATE INTEREST IN COMMON ELEMENTS

<u>Bldng</u> <u>#</u>	<u>Street Address</u>	<u>Floor</u>	<u>Unit</u>	<u>Percentage</u> <u>Interest</u>
1	1 Thrasher Court	1	A1L	12.45
1	2 Thrasher Court	1	B1L	11.74
1	3 Thrasher Court	1	D1L	11.24
1	4 Thrasher Court	1	D1R	11.24
1	5 Thrasher Court	1	B1R	11.74
1	6 Thrasher Court	1	A1R	12.45
1	7 Thrasher Court	1	C1R	12.32
1	8 Thrasher Court	1	C1L	12.32
1	9 Thrasher Court	2	A2L	13.34
1	10 Thrasher Court	2	B2L	12.66
1	11 Thrasher Court	2	D2L	12.49
1	12 Thrasher Court	2	D2L	12.49
1	13 Thrasher Court	2	B2R	12.66
1	14 Thrasher Court	2	A2R	13.34
1	15 Thrasher Court	2	C2R	13.76
1	16 Thrasher Court	2	C2R	13.76
2	17 Thrasher Court	2	A1L	12.45
2	18 Thrasher Court	1	B1L	11.74
2	19 Thrasher Court	1	D1L	11.24
2	20 Thrasher Court	1	D1R	11.24
2	21 Thrasher Court	1	B1R	11.74
2	22 Thrasher Court	1	A1R	12.45
2	23 Thrasher Court	1	C1R	12.32
2	24 Thrasher Court	1	C1L	12.32
2	25 Thrasher Court	2	A2L	13.34
2	26 Thrasher Court	2	B2L	12.66
2	27 Thrasher Court	2	D2L	12.49
2	28 Thrasher Court	2	D2R	12.49
2	29 Thrasher Court	2	B2R	12.66
2	30 Thrasher Court	2	A2R	13.34
2	31 Thrasher Court	2	C2R	13.76
2	32 Thrasher Court	2	C2L	13.76
3	33 Thrasher Court	1	A1L	12.45
3	34 Thrasher Court	1	B1L	11.74
3	35 Thrasher Court	1	D1L	11.24
3	36 Thrasher Court	1	D1R	11.24
3	37 Thrasher Court	1	B1R	11.74
3	38 Thrasher Court	1	A1R	12.45
3	39 Thrasher Court	1	C1R	12.32
3	40 Thrasher Court	1	C1L	12.32
3	41 Thrasher Court	2	A2L	13.34
3	42 Thrasher Court	2	B2L	12.66
3	43 Thrasher Court	2	D2L	12.49

<u>Bldng</u>	<u>#</u>	<u>Street Address</u>	<u>Floor</u>	<u>Unit</u>	<u>Percentage</u>	<u>Interest</u>
	3	44 Thrasher Court	2	D2R	12.49	
	3	45 Thrasher Court	2	B2R	12.66	
	3	46 Thrasher Court	2	A2R	13.34	
	3	47 Thrasher Court	2	C2R	13.76	
	3	48 Thrasher Court	2	C2L	13.76	
	4	49 Thrasher Court	1	A1L	12.45	
	4	50 Thrasher Court	1	B1L	11.74	
	4	51 Thrasher Court	1	D1L	11.24	
	4	52 Thrasher Court	1	D1R	11.24	
	4	53 Thrasher Court	1	B1R	11.74	
	4	54 Thrasher Court	1	A1R	12.45	
	4	55 Thrasher Court	1	C1R	12.32	
	4	56 Thrasher Court	1	C1L	12.32	
	4	57 Thrasher Court	2	A2L	13.34	
	4	58 Thrasher Court	2	B2L	12.66	
	4	59 Thrasher Court	2	D2L	12.49	
	4	60 Thrasher Court	2	D2R	12.49	
	4	61 Thrasher Court	2	B2R	12.66	
	4	62 Thrasher Court	2	A2R	13.34	
	4	63 Thrasher Court	2	C2R	13.76	
	4	64 Thrasher Court	2	C2L	13.76	
	5	65 Thrasher Court	1	A1L	12.45	
	5	66 Thrasher Court	1	B1L	11.74	
	5	67 Thrasher Court	1	D1L	11.24	
	5	68 Thrasher Court	1	D1R	11.24	
	5	69 Thrasher Court	1	B1R	11.74	
	5	70 Thrasher Court	1	A1R	12.45	
	5	71 Thrasher Court	1	C1R	12.32	
	5	72 Thrasher Court	1	C1L	12.32	
	5	73 Thrasher Court	2	A2L	13.34	
	5	74 Thrasher Court	2	B2L	12.66	
	5	75 Thrasher Court	2	D2L	12.49	
	5	76 Thrasher Court	2	D2R	12.49	
	5	77 Thrasher Court	2	B2R	12.66	
	5	78 Thrasher Court	2	A2R	13.34	
	5	79 Thrasher Court	2	C2R	13.76	
	5	80 Thrasher Court	2	C2L	13.76	
					100.00%	

**MARLBORO TOWNSHIP PLANNING BOARD
RESOLUTION NO. PB 452-88B**

IN THE MATTER OF OHAD ASSOCIATES, LLC/REGENT PARK FOR PRELIMINARY AND FINAL MAJOR SITE PLAN APPROVAL COMPRISING - 285 MULTI-FAMILY DWELLING UNITS (222 MARKET RATE UNITS AND 63 AFFORDABLE HOUSING UNITS), POOL AND CLUBHOUSE	FINDINGS OF FACT AND CONCLUSIONS OF LAW Block 143, Lots 1.02 and 12 Marlboro Township, Monmouth County Zone: MFD-IV, Multi-Family Application No. PB 452-88B Approved: September 17, 2014
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BE IT RESOLVED by the Marlboro Township Planning Board (“Board”) that the action taken on September 17, 2014, on the above referenced matter, is hereby memorialized by adoption of this written resolution setting forth the Board’s findings and conclusions.

RELIEF SOUGHT AND JURISDICTION

1. The application is before the Board pursuant to a court settlement between the Applicant and the Township originally dated December 24, 1985, first amended on July 12, 2007 and a subsequent second addendum dated May 18, 2009. The settlement agreement created parameters for the Planning Board’s review of the site.

The matter came before the Board under a different application name for 299 multi-family dwelling units, a property manager housing unit and 85 affordable multi-family dwelling units for a total of 384 units under the name Northpointe in late 2011 and was denied without prejudice by the Board on May 24, 2012, due to a lack of information. The decision was appealed pursuant to an Order to Show Cause. The Court denied the application and sent the matter back to the Board for further hearing. The matter was denied again on December 4, 2013 for lack of information without prejudice for the Applicant to reapply for approval. Specifically, the denial was for non-compliance with the Township’s stormwater infiltration regulations.

The Applicant has now returned to the Board with a compliant application. The subject property consists of two parcels of land comprising 47.6 acres. The property has bifurcated frontages of 224.98 feet and 187 feet along Lloyd Road and is located immediately south of the municipal boundary between Marlboro Township and Aberdeen Township. The property has frontage along Thornton Avenue, which acts as an entrance road or service road to the property. To the south, it is bordered by Marlboro Township Middle School, some vacant land, and another private school. To the southeast, there is a single-family subdivision. The tract is traversed by Gravelly Brook, and is situated within a Multi-Family District IV zone.

The tract is currently wooded and undeveloped, with the exception of previous improvements constructed since 2003. These improvements include: a section of Thornton Avenue to serve as an access road to the Marlboro Township Middle School, two stormwater basins and two box culverts, sanitary sewer and water system mains within Thornton Avenue, and a portion of the access drive which crosses over Gravelly Brook.

The Applicant is seeking approval to construct a multi-family development north and east of Thornton Avenue. The following specifically outlines those proposed improvements:

- a. Thirteen (13) three-story buildings and one (1) two-story building, which will contain 285 units, 222 market rate residential units and 63 affordable housing units. The market rate units will consist of 30 two-bedroom units and 192 two-bedroom with den units, while the affordable units will consist of 12 one-bedroom units, 38 2-bedroom units, and 13 three-bedroom units.
- b. A 4,025 s.f. (including basement area) clubhouse and associated pool and 18 parking spaces.
- c. Roadways A, B, and C, as well as installation of 641 parking stalls to access and service the units.
- d. An emergency access connection to the offsite terminus of Thornton Avenue.
- e. Utilization of the existing basin, as well as construction of an infiltration basin to handle the increase in stormwater runoff.

All buildings are to be serviced by municipal water and sanitary sewer systems via connection to existing mains within Thornton Avenue, both onsite and at the offsite terminus. Additional improvements include landscaping and lighting.

2. Currently the site has several improvements which have been constructed since 2003. Said improvements include:
 - a. A section of Thornton Avenue serving as an access road to the Marlboro Township Middle School south of the site.
 - b. Two (2) stormwater basins and two box culverts.
 - c. Sanitary sewer and water system mains within Thornton Avenue.
 - d. A portion of an access drive, which crosses over Gravelly Brook onsite.
3. In general the Applicant has made the following plan revisions:
 - a. The overall number of units has decreased from 384 to 285.
 - b. All previously proposed improvements south of Thornton Avenue have been eliminated with this submittal and the affordable units have been integrated with the market rate units proposed north of Thornton Avenue.
 - c. Stormwater management system has been revised.
 - d. The roadway and building layouts north of Thornton Avenue have been revised to accommodate the proposed site revisions.

4. Surrounding Uses:

The surrounding properties within both Marlboro and adjoining Aberdeen Township to the North consist of predominantly single-family residential uses with some scattered vacant/wooded properties, a private school south of the site, and Marlboro Middle School southeast of the site. The zone designation of the properties within Marlboro Township are zoned MFD-1 to the southeast of the site, R-60 to the south and east, and R-30/20 opposite Lloyd Road.

5. The subject matter of this application is within the jurisdiction of this Board, and the Board has acted within the time required by law.

THE APPLICANT

6. The Applicant and owner of the property is Ohad Associates L.L.C. ("Ohad").
7. The owner/Applicant has certified that all property taxes for the subject property and all escrow fees required under the applicable ordinance(s) for such an application have been paid. This certification includes an agreement to pay all future monies due under the escrow ordinance for consultants and other professional work on the property.
8. The owner/Applicant has submitted an Affidavit of Proof of Service of Notice. The Proof of Service comports with the notice before the Board that this matter is of the character that the Applicant has presented to the Board.

THE HEARING(S)

9. Public hearings took place on September 3 and 17, 2014 before the Marlboro Township Planning Board at the Marlboro Township Municipal Building, located at 1979 Township Drive, Marlboro, New Jersey 07746-2299.

PLANS PRESENTED

10. The Board reviewed the following documents:
- a. Preliminary and Final Major Site Plan (52 sheets) prepared by FWH Associates, PA, dated July 25, 2014, last revised August 19, 2014.
 - b. Boundary and Topographic Survey (8 sheets) prepared by FWH Associates, PA, dated May 13, 2011, unrevised
 - c. Architectural Plans (19 sheets) prepared by Minno & Wasko Architects and Planners dated August 23, 2011, last revised August 21, 2014.
 - d. Stormwater Management Report prepared by FWH Associates, PA last revised July 21, 2014.
 - e. Stormwater Management Operation and Maintenance Manual prepared by FWH Associates, PA dated July 28, 2014.
 - f. Environmental Impact Statement prepared by Trident Environmental Consultants dated August 11, 2011, last revised July 28, 2014.

- g. Draft Remedial Action Work Plan (revised) prepared by Brinkerhoff Environmental Services, Inc. dated July 30, 2014, unrevised.
- h. Soil Logs/Permeability Testing Report prepared by Melick-Tully and Associates, PC dated November 15, 2013, unrevised.
- i. Supplemental Soil Logs/Permeability Tests prepared by Melick-Tully and Associates, PC dated July 29, 2014.
- j. Supplemental Traffic Impact Analysis prepared by McDonough & Rea Associates, dated July 30, 2014.

OTHER DOCUMENTS REVIEWED BY THE PLANNING BOARD

- 11. The Board reviewed the following documents submitted by the Applicant:
 - a. Settlement agreement between the Board and the Township of Marlboro and the Applicant, dated June 2007.
 - b. First addendum to the 2007 settlement agreement, signed in April-May, 2009
 - c. Development application.

- 12. The following exhibits were presented to the Board during the course of its hearings on the application:
 - a. A-1, "Marlboro Township Planning Board Application" form, dated July 29, 2014.
 - b. A-2, the site plan set entitled "Amended Preliminary and Final Major Site Plan Regent Park Block 143 - Lots 1.02 & 12 Marlboro Township, Monmouth County, N.J., prepared by FWH Associates, P.A., consisting of 52 sheets, with dates of 7/25/14 and 8/19/14.
 - c. A-3, the architectural plan set entitled "Architectural Drawings for Preliminary and Final Major Site Plan Approval Project # 10-0596-01 Regent Park Block 143 - Lots 1.02 & 12 Marlboro Township, Monmouth County, New Jersey, prepared by Minno & Wasko Architects & Planners, consisting of 19 sheets, last revised August 21, 2014.
 - d. A-4, "Boundary and Topographic Survey Lots 1.02 & 12, Block 143 situated in Marlboro Township, Monmouth County," prepared by FWH Associates, PA., last revised 5-13-11.
 - e. A-5, "Stormwater Management Report for Lots 1.02 & 12, Block 143 Prepared for Regent Park," prepared by FWH Associates, P.A., last revised 7-21-14.
 - f. A-6, "Pre Development Drainage Area map" (1 Sheet), last revised 8-19-14 and "Post Development Drainage Area maps" (7 Sheets), last revised 8-19-14.
 - g. A-7, "Stormwater Management Operation & Maintenance Manual for Lots 1.02 & 12, Block 143 prepared for Regent Park," prepared by FWH Associates, P.A., dated 7-28-14.
 - h. A-8, "Environmental Impact Statement," prepared by Trident Environmental Consultants, dated August 11, 2011, last revised July 28, 2014.
 - i. A-9, Letter dated July 30, 2014 to Marlboro Township Planning Board Re: OHAD/Regent Park Lots 1.03 and 12 in Block 143 Marlboro Township, Monmouth County MRA File No. 11-183 from John H. Rea, PE and Scott T.

OHAD REGENT PARK RESOLUTION

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- Kennel of McDonough & Rea Associates, Inc. on Supplemental Traffic Impact Analysis.
- j. A-10, "Draft Remedial Action Workplan (Revised) Vacant Land Proposed Regent Park Residential Development Lloyd Road (Block 143, Lots 1.02 and 12) Township of Marlboro Monmouth County, New Jersey NJDEP Case No. 10-12-07-1135-01 Program Interest ID: 547366," dated July 30, 2014, prepared by Brinkerhoff Environmental Services, Inc.
 - k. A-11, Soil Logs/Permeability Testing Report, prepared by Melick Tully and Associates, P.C., dated November 15, 2013.
 - l. A-12, Supplemental Soil Logs/Permeability Tests, prepared by Melick Tully and Associates, P.C., dated July 29, 2014.
 - m. A-13, New Jersey Department of Environmental Protection Freshwater Wetlands Letter of Interpretation/Verification, File No.: 1328-04-0009.1-FWW120001, dated August 3, 2012, Exhibit A-14 - New Jersey Department of Environmental Protection Freshwater Wetlands Letter of Interpretation/Verification Reissuance, File No.: 1328-02-0017.1 Activity No.: FWW070001, dated October 25, 2007,
 - n. A-15, Agreement By and Between The Township of Marlboro, The Marlboro Township Planning Board and Ohad Associates, L.L.C., dated July 12, 2007.
 - o. A-16, First Addendum to the Settlement Agreement By and Between The Township of Marlboro, The Marlboro Township Planning Board and Ohad Associates, L.L.C., dated May 18, 2009.
 - p. A-17, August 21, 2014 FWH Associates transmittal letter to Marlboro Township Planning Board from Jessica L. Staszewski Re: Ohad Associates, LLC / Regent Park Block 143, Lots 1.02 and 12 PB# 452-88B2 CME File: H-MR-P0143.01.
 - q. A-18, Colored Rendering of Overall Site Plan (Sheet 3 of 43), last revised August 19, 2104.
 - r. A-19, Aerial Exhibits Lots 1.02 & 12, Block 143, Marlboro Township, New Jersey.
 - s. A-20, Colored Rendering Building Type A, dated 2014 -9/03.
 - t. A-21, Colored Rendering Building Type C, dated 2014 -9/03.
 - u. A-22, Colored Rendering Building Type D, dated 2014 -9/03.
 - v. A-23, Colored Rendering Elevation of Clubhouse, dated 2014 -9/03.
 - w. A-24, Colored Version of Sample Unit Floor Plan, dated 2014 -9/03.
 - x. A-25, Colored Rendering of Striping Plan for Intersection of Thornton Avenue and Lloyd Road.
 - y. A-26, Colorized Site Plan showing vehicular fire access/grass paver areas, dated September 17, 2014.
 - z. A-27, School Bus Circulation Plan, dated September 17, 2014.
 - aa. A-28, Remedial Map.
 - bb. A-29, Sheet 11 of 52 – Stormwater Flows.
 - cc. A-30, Sheet 8 of 52 – Site Identification Sign.

TOWNSHIP REPORTS/MEMORANDUM

13. At the various hearings, the Board considered the following reports/memoranda prepared by Township experts and officials:
- a. August 14 and August 28, 2014 reports prepared by Board Engineer/Planner Laura Neumann.
 - b. August 20, 2014 memorandum from John W. Borden, Fire Sub-Code Official/Fire Official.
 - c. August 21, 2014 memorandum from Michael W. Herbert, Esq., Board Attorney to Planning Board.
 - d. August 19, 2014 memorandum from Sgt. Joseph Lenge, Traffic and Safety Bureau.

TESTIMONY AND PUBLIC INPUT

14. The testimony given by and on behalf of the application was as follows:

The Applicant was represented by Kevin Moore, Esq. and Peter Flannery, Esq. of Sills Cummis & Gross, P.C., 600 College Road East, Princeton, New Jersey 08540.

September 3, 2014 Hearing:

15. Through Mr. Moore, the following witnesses were introduced for the Applicant:
- a. Laura Brinkerhoff of Brinkerhoff Environmental Services, Inc., Environmental Expert.
 - b. Jason Kahane, a principal of Ohad Associates.
 - c. John Rea, P.E., Traffic Engineer.
 - d. Christopher Rosati, P.E. of FWH Associates, Site Engineer.
 - e. David Minno of Minno & Wasko Architects.
 - f. Jack Raker of Minno & Wasko Architects.
 - g. Art Bernard, PP, Special Planner in area of Affordable Housing (introduced at September 17, 2014 meeting).
16. Christopher Rosati is the Site Engineer for the project. Mr. Rosati has been involved with this project for many years now and is well versed in its status. Mr. Rosati reviewed with the Board Exhibits A-1 through A-17, going through the application and the fact that they will be reducing the number of units to be built on the site by 99 units and will not be building on the most environmentally sensitive portion of the site, along Gravelly Brook.
17. He reviewed with the Board the set of Site Plans, set of Architectural Plans, the Topography Plans, how stormwater would be managed at the site, how drainage occurred at the site and the Stormwater Manual that is submitted to the NJDEP. He went on to review the Environmental Impact Statement for the site, the general Traffic Report and how traffic would be laid out deferring to John Rea for the specifics of this.

OHAD REGENT PARK RESOLUTION

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18. Mr. Rosati reviewed the draft Remediation Action Plan for the cleanup of the soils, the soil logs themselves as well as the supplemental soil logs showing how permeability would occur at the site.
19. Mr. Rosati went on to review with the Board the Letter of Interpretation as to where the wetlands are located as well as the various agreements between the Township and the property owner for development of the site.
20. On a large board, Mr. Rosati placed a colorized Site Plan which he reviewed with the Board as to the general layout of the site, Exhibit A-18.
21. In reviewing Exhibit A-19, the aerial photograph of the site, he showed what improvements had already been built at the site and the fact that some water and sewer pipes have already been laid. He stated that many parts of the site had extensive forest but that the trees would have to be removed as part of soil remediation to be replaced by other trees.
22. Mr. Rosati reviewed with the Board the part of the site that will remain vacant by the Gravelly Brook. He also stated how traffic movement would work throughout the site.
23. He reiterated that the site had reduced the number of units by 99 and that there were now a total of 285 units with 63 as affordable housing units that will be located in 10 of the 14 apartment buildings on the site. He went on to state that they would be moving the intersection to Lloyd Road and Thornton Avenue for better traffic circulation at the site.
24. Mr. Rosati stated that there would be a need for variance for height due to the fact that the units had nine (9) foot ceilings and a higher pitched roof made the buildings have a better appearance for architectural reasons. He stated that there would be no phasing and that everything would be built at once.
25. Jack Raker from Minno & Wasko Architects reviewed with the Board Exhibit A-3 which was the architectural set of drawings. He stated that there would be six different building types on the site. Building types A, C and E which are shown in Exhibit A-3 last revised August 19, 2014 would not have low or moderate-income units, but would have the market rate units. The other building types would have affordable housing units.
26. Regarding Building type B, there is a different in grading on each side of the building; the back elevation will have two stories, while the front will have three stories. Building type C as shown on Exhibit A-21 will be a smaller building as well as Building type D, which will have a lower center roof to show off different architectural features. Building type B has typically 3 affordable housing units and 17 market rate units. Building type D has 12 affordable housing units and 12 market rate units.
27. Mr. Raker reviewed with the Board Exhibit A-23, the Clubhouse elevations and Exhibit A-24, the floor plans for the one, two and three bedroom affordable housing units. He stated that the building height was defined from the at-grade elevation to the mean height

from the hip roof to the peak, equaling 38.49 feet in height. Height to the ridge of the buildings will be 47 feet and to the soffit 30 feet. He again emphasized the need for the variance so that the architecture looked "classy" and would be more appealing for both the affordable units and the market rate units for the height.

28. John Rea, the Traffic Expert, reviewed with the Board his report, which is Exhibit A-9. He emphasized to the Board that the site now had eliminated 99 units and that the traffic issues for the site had now been significantly decreased. He reviewed with the Board the traffic signal at Thornton Avenue and Nolan Road noting that the Nolan Road approach would be much different. He stated that he believed the traffic signal would help the Lloyd Road intersection to a C level service. He stated that the application is in compliance with RSIS and that parking is more than adequate. He emphasized that the Applicant is still working with the county on the Thornton Avenue signal to make sure that it works.
29. He reviewed with the Board Exhibit A-25, which is the striping plan for Lloyd Road and Thornton Avenue and how traffic would flow through that part of the roadway. He stated that there would still be an emergency access point with the Woodcliff Development but that regular traffic would not be allowed to enter into that development. He noted that there was adequate space for emergency vehicles to circulate through the site and turn around and also that garbage trucks would be able to function on the site. Regarding school buses, he stated that it is possible that the school buses will not circulate inside of the site but would stop on Thornton Avenue and he would look into that issue further with the Board of Education.
30. Mr. Rea stated that there would be a sidewalk along Thornton Avenue.
31. It was then agreed that there would be several issues addressed by the Applicant before the next hearing of September 17, 2014, include having school bus stops be part of the development inside the site and the August 20, 2014 Fire Official Report.
32. The first issue is the location of the school bus stops. The second issue is to address the August 20, 2014 Fire Official Report, specifically regarding concerns for fire apparatus access to the rear of certain buildings on slope.
33. Two members of the public spoke.
 - a. Andrew Schuller, 30 Warren Drive in Aberdeen. Mr. Schuller was concerned about traffic conditions near the site where the intersection of Route 34 and Lloyd Road is labeled a failing intersection.
 - b. Michelle Devanny, 11 Warren Drive in Aberdeen. Ms. Devanny was also concerned about traffic in the area.

Both members of the public were instructed that the Board would take into account the traffic on and entering the site and cannot force the Applicant to change traffic patterns that are away from the site.

September 17, 2014 Hearing:

34. Kevin Moore, Esq. requested more testimony from the Site Engineer Chris Rosati. Mr. Rosati wished to address the various issues that had existed at the last hearing. He related that those issues include the Fire Code review letter and the bus drop off for schools.
35. Regarding the parking islands that hindered fire trucks, these islands would be eliminated. All street names will be submitted to the Township for approval. Pursuant to the Fire Code review letter, he reviewed again with the Board the Thornton Avenue through street stating that there would not be a travel through area to the Woodcliff Development. It would only be there for emergency access with a siren gate and Knox box. It can only be used by authorized personnel. There would be four mountable curbs to facilitate the circulation of fire trucks.
36. Regarding access by emergency vehicles to the back of the buildings, there would be unpaved paths built into the grass so that certain buildings could be accessed by emergency apparatus in the rear. There would be grass pavers. There are still buildings that would not have access in the rear but most would now have it. The fire official had not taken into account the fact there were stand pipes to be used by firefighters as well as fully sprinklerized buildings. He then reviewed with the Board Exhibit A-26, which is a colorized site plan showing three proposed emergency access grass paver areas to travel to the rear of buildings. The installation of these grass paver areas for emergency access will result in the elimination of four parking stalls. Mr. Rosati said that Mr. Borden, the Fire Code Official was satisfied with these changes.
37. Mr. Rosati then reviewed with the Board Exhibit A-27, which is the bus circulation exhibit for the site showing how school buses and tractor trailers would circulate within the site. The Applicant acknowledged that it was still working with the Marlboro Township School Board and as a condition of approval and stated that they would work out proper bus stops for school children from both the Marlboro School District and the Freehold School System. He stated that Tioga Way stub road on the south side of the property would remain as it is.
38. Mr. Rosati reviewed the stormwater plan for the site, describing the wet pond and infiltration basin. He then moved on to tree removal and tree counts stating that the Applicant was not complying with the tree replacement Ordinance but was supplying hundreds of trees and shrubbery for the site. There will be 1,051 trees planted throughout the site as shown on the landscape plan. He related that the Applicant did not have to comply with the tree Ordinance since this application was part of a Settlement Agreement that occurred several years ago. He testified that the site already had gas, cable and water lines.
39. Mr. Rosati stated that the site was in RSIS compliance. He stated that the site will be misted when required to prevent dust. Mr. Rosati reminded the Board that it had previously approved some site work, which was done as stated above and that this site work will be corrected when required, including removing silting around the pipes. He

stated that the landscaping will make sure that lights are not flashing into people's homes while parking at the site.

40. Regarding garbage disposal, Mr. Rosati stated there will be several refuse enclosures on the site with at least six dumpsters and that the Applicant will work with Board Engineer Laura Neumann to make sure that there are adequate recycling containers and dumpsters on the site. The site will be serviced by a private carting firm using a front-end loader on a garbage truck.
41. Regarding the Board's concerns about the down slope towards the Aberdeen border, Mr. Rosati stated that there would be more than adequate landscaping to prevent a run-off of water onto the Aberdeen properties.
42. Laura Brinkerhoff, the Environmental Expert, reviewed how the site would be cleaned up and stated that she would be the Applicant's LSRP representative as far as certifying cleanup. She reviewed with the Board Exhibit A-10, which show the geological makeup of the site stating that the site was previously an orchard and while there is naturally occurring arsenic at the site, there is also arsenic caused by the spraying of fruit trees. She reviewed with the Board Exhibit A-27, which shows the environmental conditions at the site. She stated that the Gravelly Brook stream corridor will be left alone but also reviewed with the Board what parts of the site would be cleared. She assured the Board that her firm would make sure that there would be dust control at the site.
43. Board Engineer/Planner Laura Neumann reviewed with the Board her report and technical report to which the Applicant stated that they accepted those requirements set forth in subparagraph 69.e of this Resolution.
44. Art Bernard, the Applicant's Planner, reviewed the variances that were requested including the exceedance of the roof height, which will be used to enhance architectural look of the site as well as make the units more desirable with nine foot ceilings. In reviewing the variances, which are c(2) variances, with the Board, he stated that the benefits outweighed the impact upon the community and went through the standards for the positive and negative criteria as to why the variances should be granted to the application for the site, including the fact that the site is long and narrow with environmental constrains that had an impact upon the design of the buildings at the site.
45. He then reviewed signage with the Board. There will be permanent signs that will not be lit. He stated that the affordable housing units are 22% of the proposed units in the project, which is greater than the 15% number that is normally required for rental units. He stated that there would not be a significant impact upon the neighbors especially the "Aberdeen residents since the homes were far enough away and there was adequate landscaping to prevent any intrusion."
46. Members of the public stated the following with the regard to the application:
 - a. Andrew Schuller of 30 Warren Drive in Aberdeen. Mr. Schuler did not want to have any right turns on Nolan Road while the red light was on. He did not believe

the Applicant was complying with the required zoning for the site and that the grading on the site would cause harm to neighboring properties. The Applicant responded regarding the right turn on red that they had no control over it and that it was a county issue. The Applicant stated that they were compliant with the zoning of the site and that the grading should not be an issue. The Applicant relied upon Exhibit A-28, Sheet 11 of 52, which is the topography exhibit to show how stormwater runoff would work at the site.

- b. Russ Reeves of 98 Reedsville Road who was concerned that there was only a one-way street for school buses to use at the site and there may be circulation issues.
- c. Dan Materese of 45 Texas Road who believes that the site should be all affordable housing units, not just the 63 units.
- d. Michelle Devanny of 11 Warren Drive. She was concerned about the variances that were given for the site and asked for a condition to be placed upon the application that the Applicant would take all reasonable measures to protect the Aberdeen neighboring trees.
- e. Paul Riener of 109 Wilson Avenue in Aberdeen. He was concerned about the Gravelly Brook and the stormwater impact upon it. He was assured it was not an issue.

47. At this point the hearing came to a close and the Board was required to make a decision.

FINDINGS AND CONCLUSIONS

48. Project Description:

The existing properties total 47.66 acres and contain bifurcated frontages of 224.98 feet and 187 feet along Lloyd Road immediately south of the municipal boundary between Marlboro Township and Aberdeen Township. The tract is traversed by Gravelly Brook, and is situated within a Multi-Family District IV Zone. The zoning and proposed development of the site was established by a court settlement between the Applicant and the Township originally dated December 24, 1985, first amended on July 12, 2007 and a subsequent second addendum dated May 18, 2009.

Currently the site is vacant with the exception several improvements which have been constructed since 2003. Said improvements include:

- a. A section of Thornton Avenue serving as an access road to the Marlboro Township Middle School south of the site.
- b. Two (2) stormwater basins and two box culverts.
- c. Sanitary sewer and water system mains within Thornton Avenue.
- d. A portion of an access drive which crosses over Gravelly Brook onsite.

The Applicant seeks approval to construct a multi-family development north and east of Thornton Avenue. The following specifically outlines those proposed improvements:

- a. Thirteen (13) three-story buildings and one (1) two-story building, which will contain 285 units, 222 market rate residential units and 63 affordable housing units. The market rate units will consist of 30 two-bedroom units and 192 two-

bedroom with den units, while the affordable units will consist of 12 one-bedroom units, 38 2-bedroom units, and 13 three-bedroom units.

- b. A 4,025 s.f. (including basement area) clubhouse and associated pool.
- c. Roadways A, B, and C.
- d. Six hundred fifty-nine (659) parking spaces – 641 of which serve the apartment buildings and 18 of which serve the clubhouse.
- e. An emergency access connection to the offsite terminus of Thornton Avenue.
- f. Utilization of the existing basin, as well as construction of an infiltration basin to handle the increase in stormwater runoff.

All buildings are to be serviced by municipal water and sanitary sewer systems via connection to existing mains within Thornton Avenue, both onsite and the offsite terminus. Additional improvements include landscaping and lighting

In general the Applicant has made the following plan revisions:

- a. The overall number of units has decreased from 384 to 285.
 - b. All previously proposed improvements south of Thornton Avenue have been eliminated with this submittal and the affordable units have been integrated with the market rate units proposed north of Thornton Avenue.
 - c. Stormwater management system has been revised and is compliant.
 - d. The roadway and building layouts north of Thornton Avenue have been revised to accommodate the proposed site revisions.
49. The Board hereby grants the application based upon Applicant's diligent work in reducing the size and scope of the site by 99 units thereby bringing the application within the requirements for stormwater regulations as well as for other matters and eliminating any impact upon the Gravelly Brook area of the site. The Board finds that the Applicant has satisfied the positive and negative criteria in support of the variances set forth below; that the application is in compliance with the Township Master Plan; and that there is no adverse impact upon the public's health, safety and welfare.

VARIANCES AND WAIVERS REQUESTED

50. Zoning Compliance:

The subject properties are situated within Multi-Family District IV Zone. The zoning and proposed development of the site was established by a court settlement between the Applicant and the Township originally dated December 24, 1985, first amended on July 12, 2007 and a subsequent second addendum dated May 18, 2009. It should be noted that as part of the July 12, 2007 settlement, the Applicant is entitled to a 15% deviation from the established Multi-Family IV Zone District standards without the need for variances in order to achieve density. The following table summarizes the zone requirements and bulk measures for the property:

<u>Description</u>	<u>Required</u>	<u>15% Deviation</u>	<u>Proposed</u>
Minimum Lot Size	10 Acres	8.5 Acres	47.66 Acres
Distance between buildings (Garden Apartments 1.5 times the bldg.. height & Min. 30 ft.)	57.5 ft.	49.09 ft.	52 ft. (min)
Density	8 units per acre		222 market rate and 63 affordable units = 285 units
Maximum Lot Coverage of Buildings	20%	23%	7.3%
Minimum Open Space	40% of total tract area	34%	75.1%
Maximum Building Height	3-stories/35 ft.	N/A	3-stories/38.49 ft.
Minimum Road Frontage	400 ft.	340 ft.	411 ft. (Lloyd Rd) (bifurcated total)
Minimum Front Yard Setback from Streets	50 ft.	42.5 ft.	52.2 ft. (Building 12/Thornton Ave)
Minimum Side Yard Setback from Streets	40 ft.	34 ft.	>34.0 ft.
Minimum Rear Yard Setback from Streets	40 ft.	34 ft.	>36.0 ft. ± (Building 11/Thornton Ave)
Minimum Setback from Private Roads and Parking Areas	25 ft.	21.25 ft.	14.8 ft. (V)

(V) – See Variance outline below.

51. The Applicant has requested the following variance with this application:
- a. Section 220-75.1C(14) – The minimum front yard setback from private roads and interior parking areas (curb line) shall be 25 feet (21.25 feet with the 15-percent deviation); setback distances to building entry atriums appear less than 21.2 feet at Buildings 1, 2, 4, 5, 6, 13, and 14 with a minimum setback distance of 14.8 feet along Building 4.
52. In addition to the above, the following variances are necessary:
- a. Section 220-99D(8) – Housing developments are allowed one (1) temporary sign at each entrance to the project and at the rental or sales office not exceeding 20 s.f. in area of 6 feet in height during the course of development; permanent signage is proposed which exceeds 20 s.f. in area and 6 feet in height.
 - b. Section 220-75.1C(8) of the Marlboro Township Land use and Development Ordinance limits building height to 35'. The Applicant proposes a building height of approximately 38.4' for the apartment buildings.
53. The Applicant has not requested any design waivers with this application and none appear necessary.

54. This application is subject to the requirements of the Residential Site Improvement Standards (RSIS) adopted as New Jersey Administrative Code 5:21-1 et seq. The Applicant has not requested any waivers from the Residential Site Improvement Standards (RSIS). An agreement to exceed said requirements should be filed with Department of Community Affairs (CA) for all proposed improvements which exceed the Residential Site Improvement Standards (RSI).

55. Relationship to the Master Plan and Zone Plan:

As part of the Housing Element and Fair Share Plan component of the Master Plan adopted July 1, 2010, the subject property/project was designated for affordable housing development.

The property is designated within an MFD-IV Zone District having permitted principal uses of: clustered townhouses; garden apartments; and estate homes. Permitted accessory uses include: residential/guest exclusive noncommercial swimming pools, tennis courts and other recreational facilities; off-street parking facilities; and residential exclusive non-commercial parking garages.

56. State Development and Redevelopment Plan:

Based upon review of the State Plan, the properties are located within a PA-2 Suburban Planning Area. The intent of the PA-2 Planning Area is to: provide for much of the state's future development; promote growth in centers and other compact forms; protect character of existing stable communities; protect natural resources; redesign areas of sprawl; reverse the trend toward further sprawl; and revitalize cities and towns.

57. The Board heard testimony from the Applicant's Planner Art Bernard and agrees with Mr. Bernard that the Applicant has complied with the positive and negative criteria to grant variances in this matter. Specifically, all three variances are "c" bulk variances which satisfy the criteria for the granting of a c(2) variance.

58. C-2 variances can be granted when the application advances the purposes of the New Jersey Municipal Land Use Law and the benefits of the application outweigh the detriments of granting relief. In assessing the benefits, *Pullen v. South Plainfield* says that the Board should consider the benefits of the entire application. Additionally, the grant of the variances must not have substantial detriment to the public good or substantially impair the intent and purposes of the Zone Plan or Zoning Ordinance.

59. The benefits of the application are clear. It includes a great deal of affordable housing – 22% rather than the usual 15% for inclusionary rental projects. Therefore, it is a very efficient use of land and advances for the Township housing element. The application also advances the Township Master Plan goals regarding site remediation: "encourage the remediation of contaminated sites to enhance the local environment, protect residents and return vacant sites to productive uses (page VI-3) and redevelopment of disturbed sites to promote affordable housing (page IV-8).

60. The application advances various New Jersey Municipal Land Use Law purposes, set forth in *N.J.S.A. 40:55D-2*, including: Purpose (a) – encourage the appropriate use of land, Purpose (e) – promote the establishment of appropriate population densities, Purpose (g) – provide sufficient space in appropriate locations for residential uses. Each of these purposes involves the appropriate use of land and a public benefit to New Jersey citizens. The site has been zoned for the use and is consistent with the Township Master Plan documents. The public benefit is substantial in providing affordable housing for low and moderate income households; in using land efficiently – the 22% affordable housing set-aside is very high and in remediating the soils.
61. Additionally, the added buffer space resulting from internal street set back variance promotes Purpose (b) of the New Jersey Municipal Land Use Law – to provide adequate air, light and open space and the architectural feature of the porch overhangs which require the setback variance promote Purpose (i) – to promote a desirable visual environment through the creative design.
62. Additionally, the height variance promotes Purpose (i) of the New Jersey Municipal Land Use Law, to provide a desirable visual environment and Purpose (a) – to promote the general welfare. Specifically, Mr. Raker has testified that the Applicant cannot provide 9' ceilings in the apartments and meet the height requirement unless the apartment buildings have antiquated 1960's style garden apartment, low pitch roofs. The low pitch roofs would look unsightly and cheap.
63. Further, the sign variances promote Purpose (a) and (i) of the New Jersey Municipal Land Use Law, since the application is for a rental development, as opposed to a for-sale development and because of the large portion of affordable housing units, a permanent sign promotes the public welfare because it facilitates the leasing of the apartments which will be ongoing. Moreover, under the Township Ordinance, sign area includes the area of the masonry support structures and height is measured from these support structures. However, the support structures' design is required to make the sign aesthetically pleasing. Further, the larger sign is required for visibility. A conforming sign would be so small it couldn't be read.
64. There are no detriments to the granting of the variances; so the substantial benefits of granting the variances outweigh any non-existent detriments.
65. The requested variances do not create a substantial detriment to the public good because:
 - a. In the case of the setback variance, the most part, the relief is *de minimus* and still allows sufficient room for a larger buffer than is required, a car overhang, a sidewalk and green space.
 - b. The case of the height variance, low pitch roofs would look unsightly and cheap and the height variance is small and building height is measured from the fronts of the buildings which face in toward the development.

- c. With respect to the sign variances, this development has only one non-emergency entrance, only one sign is proposed and the sign is tasteful and landscaped. The Ordinance permits a sign at each entrance and at the leasing office.
- 66. The requested variances create no substantial detriment to the Zone Plan and Zoning Ordinance because the use and density of proposed development are permitted and the application implements the Township housing element and Master Plan Re-Examination Report and the Zone Plan is enhanced by compliance with the affordable housing obligation.
- 67. The Board finds that this new application makes significant positive changes to the previous settlement between the parties in creating a livable family low impact community that helps to satisfies the Township's Affordable Housing requirements.

CONDITIONS REQUIRED

- 68. The Board finds that in order to address the concerns expressed in the course of the hearing, and to limit the relief to that which is reasonably necessary to satisfy the Applicant's legitimate requirements, the relief granted is subject to the following conditions:
 - a. The Applicants shall comply with all agreements made by the Applicant and placed on the record, which shall function as a condition of approval; except as may be otherwise noted herein.
 - b. The Applicant will comply with standard conditions relating to Marlboro Township backfill and silt fence Ordinances.
 - c. The Applicant will comply with the standard conditions related to immediately correcting all flooding, drainage and silt fencing issues during and after construction. Curbing shall be designed to the Board Engineer's requirements for containing spillage.
 - d. The Applicant will comply with paragraphs 35-37, 40 and 42 of this Resolution as conditions of approval.
 - e. The Applicant will comply with the following requirements of CME Technical Engineering Review #2, dated August 28, 2014 (the requirements of all other CME memos and technical reviews and the other comments of Technical Engineering Review #2 having been met or otherwise addressed in this Resolution): D. Lighting 1 and 2; G Signs: 1; H. Environmental: 1.
 - f. Applicant agrees to remove traffic islands pursuant to the fire official memorandum.
 - g. Applicant shall take all possible steps to control dust during remediation and construction of the site including the use of misting trucks.
 - h. The Applicant's Environmental Engineer Laura Drinkerhoff shall be responsible for all proper soil remediation at the site pursuant to State Law.
 - i. The Applicant shall take all reasonable measures to protect the drip lines for trees that are located across the property line in Aberdeen.

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- j. The Applicant shall work with the Marlboro Township School Board to work out proper bus stops for school children from both the Marlboro School District and the Freehold School System.
- k. The Applicant will work with Board Engineer Laura Neumann to make sure that there are adequate recycling containers and dumpsters on the site.
- l. The Applicant shall comply with Ordinance 220-37, Performance Standards, relative to but not limited to: noise, glare, pollutants; associates with the proposed site improvements.
- m. Applicant shall comply with the stormwater requirements making sure that there is no runoff onto neighboring properties that would have a negative impact upon those properties during construction and after construction.
- n. This application may be subject to the following outside agency approvals:
 - i. Monmouth County Planning Board.
 - ii. Freehold Soil Conservation District;
 - iii. Marlboro Township Environmental Commission.
 - iv. Marlboro Township Fire Bureau.
 - v. Marlboro Township Police Department.
 - vi. Western Monmouth Utilities Authority.
 - vii. Marlboro Township Water Department.
 - viii. All other outside agency approvals as may be required.

CONCLUSION

Based upon the foregoing, the Marlboro Township Planning Board, at its September 17, 2014 meeting, voted to approve the application for preliminary and final major site plan approval.

This Resolution of Memorialization was adopted on October 15, 2014 by a vote of the majority of the members present, who voted to approve the relief sought by the Applicant.

The date of decision shall be September 17, 2014, except that the date of the adaptation of this memorializing resolution is the date of decision for the purpose of (1) mailing a copy of the decision to the Applicant within ten (10) days of the date of this decision; (2) filing a copy of the decision with the administrative officer; and, (3) publication of a notice of decision. The date of the publication of the notice of decision shall be the date for the commencement of the vesting protection.

**ROLL CALL VOTE ON MOTION TO APPROVE
PRELIMINARY AND FINAL MAJOR
SITE PLAN APPROVAL
SEPTEMBER 17, 2014**

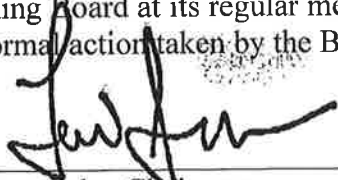
Moved By: Andrew Pargament
Seconded By: Christopher Cherbini
Those in Favor: Larry Josephs, Gerald Bergh, Neil Betoff, Andrew Pargament, Christopher Cherbini, Michael Messinger, Mark Rosenwald
Those Opposed: Mayor Jonathan Hornik
Those Absent: Councilman Frank LaRocca, Rohit Gupta, Mark Barenburg

**ROLL CALL VOTE ON MOTION TO APPROVE
RESOLUTION OF MEMORIALIZATION
OCTOBER 15, 2014**

Moved By: Christopher Cherbini
Seconded By: Neil Betoff
Those in Favor: Gerald Bergh, Christopher Cherbini, Neil Betoff, Larry Josephs, Michael Messinger, Mark Rosenwald
Those Opposed: None
Those Absent: Mayor Jonathan Hornik, Councilman Frank LaRocca, Andrew Pargament, Sami Elmansoury
Present But Ineligible to Vote: Mark Barenburg, Rohit Gupta

CERTIFICATION

I do hereby certify that the foregoing resolution was adopted by the Marlboro Township Planning Board at its regular meeting held on September 17, 2014. The Resolution memorializes the formal action taken by the Board at this regular meeting held on October 15, 2014.



Larry Josephs, Chairman
Marlboro Township Planning Board

OHAD REGENT PARK RESOLUTION

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(s)mwherbert/marlboro)2014resolutions./10.16.14 Ohad Regent Park.Resolution final

**MARLBORO TOWNSHIP PLANNING BOARD
RESOLUTION NO. PB 1134-16**

In the Matter of Camelot West at Marlboro, LLC for Preliminary and Final Site Plan to Construct 250 Residential Units Within Twenty (20) Multi-Family Buildings with Variances and Waivers	FINDINGS OF FACT AND CONCLUSIONS OF LAW Block 150, Lots 2, 3, and 4 Marlboro Township, Monmouth County Zone: MFD-III (Multi-Family)
	Application No. PB 1134-16 Approval Date: June 1, 2016

BE IT RESOLVED, by the Marlboro Township Planning Board (Board) that the action taken on June 1, 2016, on the above referenced matter, is hereby memorialized by the adoption of this written resolution setting forth the Board's findings and conclusions.

RELIEF SOUGHT AND JURISDICTION

1. Project Description

The subject 26.1 acre properties are within an MFD-III Zone District and contain road frontages as follows: bifurcated frontages of 91 feet and 604 feet along Tennent Road (County Route 3) to the west; 674 feet along Church Lane to the north and 689 feet along New Jersey State Highway Route 79 to the east.

Currently, the property is vacant and wooded, with exception of an abandoned dwelling along Route 79, and is bordered to the west by lands owned by New Jersey Transit which contain portions of the Henry Hudson Trail and a 150 foot wide JCP&L right-of-way easement. A 30 foot wide sanitary sewer easement traverses the property near the southwest property corner and the property is encumbered by wetlands along the southerly property line associated with a drainage channel/swale along said property line.

The subject properties, as well as additional adjoining properties, were previously part of a Settlement Agreement from 2006 which proposed development of two hundred (200) age-restricted, non-income restricted, residential units and fifty (50) multi-family non-age restricted, low/moderate income, rental residential units.

The then Applicant was subsequently granted Preliminary Major Subdivision and Site Plan approval in September 2008 to construct one hundred sixty-eight (168) age restricted single-family dwellings and fifty (50) non-age restricted, low/moderate income units within two (2) multi-family buildings.

CAMELOT WEST AT MARLBORO, LLC RESOLUTION

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In 2009, the Applicant proposed to remove the age restriction component of the development; however, the application was ultimately withdrawn and dismissed without prejudice. The application was resurrected, albeit with a new contract purchaser, in 2011 and was denied by the Township Planning Board by Resolution dated September 2013. The application denial was subsequently challenged in court and reversed by Court Order dated September 2014 which in turn was appealed by the Township Planning Board and remained undecided until recently.

In 2015, the new owner of the property and the Township Planning Board entered into a Settlement Agreement to permit development of two hundred (200) multi-family, non-age restricted, non-income restricted residential units and fifty (50) multi-family, non-age restricted low/moderate income residential units.

Currently, the Applicant, Camelot West at Marlboro, LLC, is seeking Preliminary and Final Site Plan approval to construct 250 residential units within twenty (20) multi-family buildings having access by a boulevard style drive along Tennent Road (County Route 3) opposite the Greenwood Road intersection and a boulevard style drive along New Jersey State Highway 79. The residential units are indicated to consist of fifty (50) townhome units (two-bedroom), one hundred (100) one-bedroom apartment units all within two-story and three-story buildings. Additional site improvements include a clubhouse with a pool and patio area, a maintenance building, three (3) gazebos, a tot-lot recreation area and a fence enclosed dog run/park. The Applicant indicates five hundred and four (504) parking spaces proposed onsite consisting of one hundred sixty-two (162) garage spaces within the buildings; one hundred sixty-two (162) driveway spaces and one hundred eighty (180) on-street parking spaces. The buildings are to be serviced by municipal water and sanitary sewer systems and three (3) wet pond detention basins along the western property line are proposed for stormwater management discharging to the onsite wetlands along the southern property line and an offsite area west of the property. Landscape and lighting improvements including four (4) wall/monument style site identification signs, one (1) each side along both access drives, are proposed with this application.

2. Surrounding Uses

Properties surrounding the site are zoned R-30/20, CS and SCMFD-1 opposite Route 79; C-2 opposite Church Lane and Tennent Road; OPT-2 opposite the New Jersey Transit and JCP&L right-of-way; and MFD-II south of the subject site. All contain predominantly residential parcels with scattered commercial uses along Tennent Road and Route 79 and vacant/wooded parcels south of the site.

3. Zoning Compliance

While the subject property is situated within an MFD-III Zone District, the 2015 Settlement Agreement and subsequent Ordinance 2015-18 (December 3, 2015) detail the

CAMELOT WEST AT MARLBORO, LLC RESOLUTION

bulk measures and zone requirements for the subject development as follows:

Description	Required	Proposed
Maximum Density	15 units/gross acres	9.5 units
Minimum Lot Size	2.0 acres	26.1 acres
Minimum Units (Family)/Building	25 units (families)	20 units
Minimum Front Yard Setback	10 feet	61.6 feet (Church Lane)
Minimum Side Yard Setback	10 feet	48.7 feet (Lot 1)
Minimum Side Yard Combined Setback	30 feet	N/A (corner property)
Minimum Rear Yard Setback	10 feet	86.2 feet (Lot 9)
Minimum Lot Width	125 feet	>125 feet
Minimum Lot Depth	125 feet	>125 feet
Maximum Lot Coverage	80%	42%±
Maximum Building Height (multi-family tenant)	4-story/50 feet	3-story/50 feet
Maximum Building Height (attached townhouse)	2-½-story/35 feet	<2-½-story/35 feet

4. The Applicant has requested the following variances and/or design waivers:
 - a. Section 220-35D(24)€ - The maximum grade for lawns more than 5 feet from a building shall be 25% (4:1); 33% (3:1) is proposed in various steep slope areas.
 - b. Section 220-97B – Each off-street parking space shall measure not less than 10 feet by 20 feet; 9 feet by 18 feet parking spaces are proposed. The proposed design is consistent with the Residential Site Improvement Standards (“RSIS”).
 - c. Section 220-97C(4) – Driveways shall have a minimum width of 20 feet for one-way traffic and 25 feet for two-way traffic for all uses other than single-family residences; 24 feet wide interior circulation drives are proposed.
 - d. Section 220-97C(6) – No parking shall be permitted within 30 feet of the outer walls of any structure; off-street parking spaces other than the driveway spaces, are proposed within 30 feet of various buildings, including the clubhouse building.
 - e. Section 220-144D(1)(Table III) – The maximum permitted accessory structure area permitted within an MFD-III Zone District is 480 s.f.; a maintenance building of approximately 1,200 s.f. is proposed and at public hearing requested an additional 1,200 s.f. addition to the maintenance building for tenant storage and bicycle racks. We note three (3) accessory gazebo structures are also proposed which total approximately 236 s.f. (78.5 s.f. each). The proposed clubhouse building provides an area of approximately 3,320 s.f., however, whether said building would constitute an accessory building should be discussed.
 - f. Section 220-159.1A – Prior to any Development Application, a Preliminary Site Investigation Report and Soil Sampling Report shall be provided

5. As the Applicant has revised the application to include Final approval, the following

CAMELOT WEST AT MARLBORO, LLC RESOLUTION

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additional fees and have been paid:

a.	<u>Nonrefundable Application Fees:</u>	
	Final Application Fee	\$100.00
	Final Approval Fee: ½ preliminary	\$3,562.50
	Subtotal:	\$3,662.50
b.	<u>Professional Services Escrow Fees:</u>	
	Residential Development (100 to 500 units or lots)	\$5,000.00
	Subtotal:	\$5,000.00

The Township has collected \$3,662.50 in nonrefundable application fees and \$5,000.00 in professional services escrow fees from the Applicant prior to deeming the application complete. In addition, the Applicant will be required to pay all applicable revision fees as stipulated in the Township Ordinances.

THE APPLICANT

6. The Applicant/Owner is Camelot West at Marlboro, LLC, c/o Kaplan Companies, 433 River Road, Highland Park, New Jersey 08904.
7. The Applicant/Owner has certified that all property taxes for the subject property and all escrow fees required under the applicable ordinance(s) for such an application have been paid. This certification includes an agreement to pay all future monies due under the escrow ordinance for consultants and other professional work on the property.
8. The Applicant/Owner has submitted an Affidavit of Proof of Service of Notice published in the Asbury Park Press. The Proof of Service comports with the notice before the Board that this matter is of the character that the Applicant has presented to the Board.

THE HEARING

9. On June 1, 2016 public hearing took place before the Marlboro Township Planning Board at the Marlboro Township Municipal Building, located at 1979 Township Drive, Marlboro, New Jersey 07746-2299.

PLANS PRESENTED

10. The following plans were presented to the Board:
 - a. Preliminary and Final Site Plan (28 sheets) prepared by Taylor Wiseman and Taylor dated March 3, 2016, last revised May 6, 2016.
 - b. Survey of Property (1 sheet) prepared by Taylor Wiseman and Taylor dated July 3, 2007, last revised February 8, 2016.

CAMELOT WEST AT MARLBORO, LLC RESOLUTION

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- c. Circulation Plan (1 sheet) prepared by Taylor Wiseman and Taylor dated May 6, 2016, unrevised.
- d. Preliminary Proposed Basins Investigation Report prepared by Oweis Engineering, Inc. dated January 11, 2016, unrevised.
- e. Stormwater Management Facility Operation and Maintenance Manual prepared by Taylor Wiseman and Taylor dated May 6, 2016, unrevised.
- f. Engineer's Report – Drainage Calculations prepared by Taylor Wiseman and Taylor dated March 3, 2016, last revised May 6, 2016.

OTHER DOCUMENTS REVIEWED

11. The following documents were reviewed by the Board:
 - a. Development Application.

EXHIBITS PRESENTED

12. The following exhibits were presented to the Board:
 - a. A-1, Architectural Package dated May 31, 2016.
 - b. A-2, Colorized Site Plan and Illustrative Package dated May 31, 2016.
 - c. A-3, Aerial with Plan in it dated May 31, 2016.
 - d. A-4, Site Amenities Plan dated May 31, 2016
 - e. A-5, Site Plan Exhibit with Landscape Plan dated May 31, 2016.
 - f. A-6, Circulation Plan dated May 31, 2016.
 - g. A-7, Building addition.
 - h. A-8, Colorized Photographs showing bicycle racks on wall and inside storage.

TOWNSHIP REPORTS/MEMORANDUM

13. At the hearing, the Board considered the following reports/memorandum prepared by Township experts and officials:
 - a. Report of Laura Neumann, P.E., P.P. of CME Associates dated April 18, 2016, revised May 27, 2016.
 - b. Memo of Sgt. Stephen J. Levy of Traffic & Safety Bureau dated April 22, 2016.

TESTIMONY AND PUBLIC INPUT

14. The testimony given by and on behalf of the application was as follows:
 - a. The Applicant was represented by Gerald N. Sonnenblick, Esq., Sonnenblick, Parker & Selvers, P.C., 4400 Route 9 South, Suite 3000, Freeholder, New Jersey 07728, who presented ten witnesses: Jason Kaplan, Principal of Camelot West at Marlboro, LLC; Bret Kaplan, Esq., in-house counsel; Gary Vecchio, P.E.; Don Disario, Traffic Engineer; Tom Thomas, PP; Wayne Lucas, Landscape Architect; R. Jesudason, Architect; Jerry Naples, Environmentalist; Jenny Cartright, LSRP; and Paul Kausch, Applicant's Development Director.

CAMELOT WEST AT MARLBORO, LLC RESOLUTION

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- b. Wayne Lucas, the Landscape Architect, reviewed the overall Site Plan and A-1 stating that there will need to be a variance for the gazebo. He then reviewed the clubhouse plan, the bike racks and bike storage facility that will go on the maintenance building for the storage of bikes.
 - c. Paul Kausch reviewed Exhibit A-2 and the building addition to the clubhouse for bike storage and the size of the structure needing a variance for the additional 600 square feet. He then reviewed Exhibit A-8, which is a series of pictures of the inside storage. He then turned to A-1, which is a materials board and review reviewed the floor plan of the townhouses. No structure will have a basement. He then reviewed the elevations of the buildings. He was assisted by Jason Kaplan who testified that all mailboxes will be in a group formation. He also reviewed with the Board the garbage structures and access to the site from the two entrances, which will be boulevard type concepts with double lanes.
 - d. Gary Vecchio reviewed the aerial Exhibit A-3 with the Board showing how the site was laid out and that they will only be developing 25 of the total 75 acres. The rest will be donated to the Township. He then reviewed Exhibit A-2, the colorized site plan stating that the application conformed with RSIS but they would need a variance for the 25 foot island width, but that it did conform with the RSIS.
 - e. Mr. Vecchio reviewed the stormwater recharge and the dry wells. He stated that site would be maintained by management and that the application would comply with all the requirements of the CME report. There will be sidewalks on Tennent Road and Route 79 unless forbidden by the County. There will also be a fence around the basin with mesh and there will be internal access to the basin for maintenance. He stated that the Applicant will work with a certified tree expert on counting the trees and making sure they are properly replaced.
 - f. Dan Disario, Applicant's Traffic Engineer, reviewed traffic with the Board and how the site would work. He said that the site was more than sufficient in size for proper access and parking.
 - g. Jenny Cartright is the LSRP and reviewed with the Board how the site would be cleaned up.
 - h. Tom Thomas reviewed with the Board the various variance requirements for the site.
15. Members of the public stated the following with the regard to the application:
- a. Miguel Cruz, 29 Wicker Place. Mr. Cruz was concerned about the traffic at the site and also asked that the Applicant please extend natural gas to his side of the development. The Applicant stated that they would look into where natural gas lines will be run and if possible would provide a place for hookup for developments across the street on their site.
 - b. Munish Kohli, 185 Woodcliff Boulevard. Mr. Kohli was concerned with children and traffic produced by the site.
 - c. Alice English, 31 Wicker Place. Ms. English wanted to know if the site was ADA compliance with their ground floor units that would be able to be used by people

CAMELOT WEST AT MARLBORO, LLC RESOLUTION

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who were handicapped. The Applicant confirmed that 50 COAH units will be dispersed throughout the site and integrated into the development.

16. The following Township staff/professionals gave advice to the Board:
 - a. Laura J. Neumann, P.E., P.P., Board Engineer and Planner, reviewed the CME report with the Board and responded to questions.
 - b. Michael W. Herbert, Esq., gave legal advice to the Board regarding standards for approval.

CONDITIONS REQUIRED

17. The Board finds that in order to address the concerns expressed in the course of the hearing, and to limit the relief to that which is reasonably necessary to satisfy the Applicant's legitimate requirements, the relief granted is subject to the following conditions:
 - a. The Applicant shall comply with all testimony placed in the record before the Board as well as with regard to all requests of Board members and Board professionals. Specifically, all agreements placed on the record and by the Applicant shall provide proper grade for the sewer to the Board Engineer.
 - b. Signage will comply with the Township Ordinance setback requirements.
 - c. The Applicant shall comply with the terms and conditions of the 2015 Settlement Agreement regarding lands to be donated to the Township.
 - d. The Applicant shall comply with the rules and regulations of the Council on Affordable Housing ("COAH") regarding the required fifty (50) units for low/moderate income housing to render the units credit worthy, such as but not limited to: deed restrictions, affirmative housing and bedroom distribution. The Applicant shall clarify with the Board the location of the fifty (50) affordable housing units.
 - e. This application is subject to the requirements of the Residential Site Improvement Standards ("RSIS") adopted as *N.J.A.C. 5:21-1 et seq.* The Applicant has not requested any waivers or *de minimus* exceptions from the RSIS standards. An agreement to exceed the RSIS should be filed with the DCA for all proposed improvements which exceed said standards.
 - i. The application may be subject to the following outside agency approvals:
 - ii. Monmouth County Planning Board
 - iii. Freehold Soil Conservation District
 - iv. NJDP – Letter of Interpretation (LOI)
 - v. NJDOT Access Permit
 - vi. Marlboro Township Environmental Commission
 - vii. Marlboro Township Fire Bureau
 - viii. Marlboro Township Police Department
 - ix. Western Monmouth Utilities Authority
 - x. Marlboro Township Municipal Utilities Authority
 - xi. All other outside agency approvals as may be required.

CAMELOT WEST AT MARLBORO, LLC RESOLUTION

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VARIANCES AND WAIVERS REQUESTED

18. The Applicant has requested variances with this application:
- a. Section 220-35D(24)€ - The maximum grade for lawns more than 5 feet from a building shall be 25% (4:1); 33% (3:1) is proposed in various steep slope areas.
 - b. Section 220-97B – Each off-street parking space shall measure not less than 10 feet by 20 feet; 9 feet by 18 feet parking spaces are proposed. The proposed design is consistent with the Residential Site Improvement Standards (“RSIS”).
 - c. Section 220-97C(4) – Driveways shall have a minimum width of 20 feet for one-way traffic and 25 feet for two-way traffic for all uses other than single-family residences; 24 feet wide interior circulation drives are proposed.
 - d. Section 220-97C(6) – No parking shall be permitted within 30 feet of the outer walls of any structure; off-street parking spaces other than the driveway spaces, are proposed within 30 feet of various buildings, including the clubhouse building.
 - e. Section 220-144D(1)(Table III) – The maximum permitted accessory structure area permitted within an MFD-III Zone District is 480 s.f.; a maintenance building of approximately 1,200 s.f. is proposed. The Applicant, at the public hearing, requested a variance to provide an additional 1,200 s.f. to the maintenance building for tenant storage and bicycle racks. We note three (3) accessory gazebo structures are also proposed which total approximately 236 s.f. (78.5 s.f. each). The proposed clubhouse building provides an area of approximately 3,320 s.f., however, whether said building would constitute an accessory building was discussed.
 - f. Section 220-159.1A – Prior to any Development Application, a Preliminary Site Investigation Report and Soil Sampling Report shall be provided

The Board hereby grants the above variances. The Board finds there is no negative impact upon the local public’s health, safety or welfare or upon the Township’s Master Plan. The Board further finds that the variances for grade, parking space size, driveway width, parking location, accessory structure size, and site investigation can be properly granted because their approval enhances the overall design of the project. It does not have any negative impact on the neighbors of the project nor upon local zoning regulations.

CONCLUSION

Based upon the foregoing, the Marlboro Township Planning Board, at its June 1, 2016 meeting, voted to approve the application for Major Site Plan Approval.

This Resolution of Memorialization was adopted on July 6, 2016, by a vote of the majority of the members present, who voted to approve the relief sought by the Applicant.

The date of decision shall be June 1, 2016, except that the date of the adoption of this memorializing resolution is the date of decision for the purpose of (1) mailing a copy of the decision to the Applicant within ten (10) days of the date of this decision; (2) filing a copy of the

CAMELOT WEST AT MARLBORO, LLC RESOLUTION

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decision with the administrative officer; and, (3) publication of a notice of decision. The date of the publication of the notice of decision shall be the date for the commencement of the vesting protection.

**ROLL CALL VOTE ON MOTION TO APPROVE
PRELIMINARY AND FINAL SITE PLAN
JUNE 1, 2016**

Moved By: Councilwoman Carol Mazzola

Seconded By: Christopher Cherbini

Those in Favor: Mark Barenburg, Neil Betoff, Christopher Cherbini, David Gagliano, Rohit Gupta, Councilwoman Carol Mazzola, Michael Messinger, Andrew Pargament, Michael Slotopolski Robert Zuckerman

Those Opposed: None

Those Absent: Mayor Hornik

**ROLL CALL VOTE ON MOTION TO APPROVE
RESOLUTION OF MEMORIALIZATION
JULY 6, 2016**

Moved By: Christopher Cherbini

Seconded By: Councilwoman Carol Mazzola

Those in Favor: Christopher Cherbini, Michael Messinger, Andrew Pargament, Mark Barenburg, Councilwoman Carol Mazzola

Those Opposed: None

Those Absent: Neil Betoff, Michael Slotopolsky, Robert Zuckerman, David Gagliano


Present But
Ineligible to Vote: Rohit Gupta, Mayor Hornik

CAMELOT WEST AT MARLBORO, LLC RESOLUTION

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CERTIFICATION

I do hereby certify that the foregoing resolution was adopted by the Marlboro Township Planning Board at its regular meeting held on June 1, 2016. The Resolution memorializes the formal action taken by the Board at this regular meeting held on June 15, 2016.



Mark Barenburg, Chairman

Marlboro Township Planning Board

(s)mwherbert/Marlboro/2016Resolutions/7.6.16 Camelot West at Marlboro.res final

SEE DEED REC. 3/23/92 BOOK 5128 PAGE 897 ^{1st Am} B.

SEE DEED REC. 3/23/92 BOOK 5128 PAGE 945 AB
affordable Hous.

SEE DEED REC. 3/23/92 BOOK 5129 PAGE 1 AB ^{2^{Am}}

SEE DEED REC. 8-2-93 BOOK 5236 PAGE 730 ^{3rd}

MASTER DEED FOR SEE DEED REC. 8-2-93 BOOK 5236 PAGE 755 ^{4th}

POINTE DE JARDIN, A CONDOMINIUM SEE DEED REC. 8-2-93 BOOK 5236 PAGE 789 ^{5th}

COUNTY OF MONMOUTH
CONSIDERATION
RPT **EXEMPT** Edw' RTF
DATE 3-23-92 *[Signature]*

SEE DEED REC. 6-17-94 BOOK 5321 PAGE 285 ^{6^x}
see 5732-496 Rec.

Prepared by: Wendell A. Smith
Wendell A. Smith, Esq.

SEE MTG. REC. 7-22-98
BOOK 6519 PAGE 617 HM

^{RTF} **EXEMPT**
and 338 cc
SEE DEED REC. 4-13-04
BOOK 8349 PAGE 566
Resol.

RECORD AND RETURN TO:

GREENBAUM, ROWE, SMITH, RAVIN & DAVIS
Metro Corporate Campus I
P.O. Box 5600
Woodbridge, New Jersey 07095
Attention: Wendell A. Smith, Esq.

Not Certified
RECORDED
MAR 23 1992 1:47 PM
MONMOUTH COUNTY CLERK
TAM E. BLAYTON

016503

DB5128-0737

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 POINTE DE JARDIN, A CONDOMINIUM

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LIST OF EXHIBITS

A	Legal Description of the Entire Property
A-1	Legal Description of Sections 1 and 2
B	Site Plan for the Entire Property
C	Architectural Drawings
D	Certificate of Incorporation of the Pointe De Jardin Condominium Association, Inc.
E	By-Laws of the Pointe De Jardin Condominium Association, Inc.
F	Schedule of Percentage of Interest in Common Elements
G	Chart of Maintenance Responsibilities
H	Rules and Regulations

MASTER DEED
FOR
POINTE DE JARDIN, A CONDOMINIUM

THIS MASTER DEED, made this 9th day of March, 1992, by PENN ASSOCIATES OF MARLBORO, INC., a New Jersey corporation, having an address at 1 Jicama Boulevard, Old Bridge, New Jersey 08857 (hereinafter referred to as "Sponsor").

WHEREAS, Sponsor is the owner of the fee simple title to those lands designated as Block 176, Lots 7 and 8 located in the Township of Marlboro, County of Monmouth, State of New Jersey, more particularly described in Exhibit "A" attached hereto and made a part hereof, and as more particularly shown on that certain Site Plan entitled "Pointe De Jardin Site Plan", dated July 26, 1991, prepared by Lynch, Carmody, Guiliano & Karol, P. A., which Site Plan is attached hereto and made a part hereof as Exhibit "B", and consisting of approximately 48.83 acres; and

WHEREAS, it is the intention of the Sponsor to establish the form of ownership of the Property as a Condominium pursuant to the provisions of the New Jersey Condominium Act, N.J.S.A. 46:8B-1 et seq., under the name of Pointe De Jardin, A Condominium (hereinafter referred to as the "Condominium"); and

WHEREAS, this Master Deed is intended to establish the condominium form of ownership for the lands described in Exhibit "A-1" and shown on Exhibit "B" aforesaid, and those certain architectural drawings prepared by Stevens-Luchanko Architects, Inc., attached hereto and made a part hereof as Exhibit "C"; and

DB5128-0742

WHEREAS, the Sponsor has the right to develop up to four hundred four (404) residential Units, as approved by the Township of Marlboro, upon the Property together with certain other improvements to establish the condominium form of ownership for same pursuant to the provisions of the New Jersey Condominium Act, N.J.S.A. 46:8B-1 et seq.; and

WHEREAS, the Condominium will initially include Phase I which is planned to ultimately include a total of forty-eight (48) residential Units together with certain parking areas, roadways, walkways and other improvements more particularly shown on the Site Plan which is Exhibits "B", hereof; and

WHEREAS, the initial six (6) Buildings and forty-eight (48) Units to be incorporated as Phase I of the Condominium are described in Exhibit "B" hereof; and

WHEREAS, the Sponsor can exercise its right to incorporate additional Phases, Buildings, and Units into the Condominium by the recordation in the Monmouth County Clerk's Office of one or more Amendments and Supplements to this Master Deed; and

WHEREAS, the Pointe De Jardin Condominium Association, Inc., a New Jersey not-for-profit corporation (hereinafter referred to as the "Association"), has been or is about to be established as the condominium association to have the responsibility for the administration, operation and management of the Condominium and the recreation facilities, and other improvements intended for the common use and enjoyment of the residents of the Condominium; and

WHEREAS, the Sponsor expressly reserves the right to expand the jurisdiction of the Association to include responsibility for the administration, operation and management of any future Phase(s); and

WHEREAS, all owners of the Units in the Condominium will automatically be members of the Association and subject to the Master Deed, the Certificate of Incorporation and By-Laws of the Association.

THEREFORE, WITNESSETH:

1. ESTABLISHMENT OF CONDOMINIUM. The Sponsor does hereby submit, declare and establish in accordance with N.J.S.A. 46:8B-1 et seq., the condominium form of ownership for that parcel of land described in Exhibit "A" aforesaid, together with all improvements thereon, and as more particularly shown on Exhibit "B" and Exhibit "C".

ARTICLE I

DEFINITIONS

1.00. General. The following words and terms, when used in this Master Deed, the Certificate of Incorporation, or the By-Laws, shall have the following meanings unless the context in which same is utilized clearly indicates otherwise. Unless the context clearly indicates otherwise, all definitions set forth in N.J.S.A. 46:8B-3 are incorporated herein by reference and the definitions set forth herein shall be used in conjunction therewith.

1.01. "Affiliate" of a Sponsor means any entity which controls, is controlled by, or is under common control with the Sponsor. An entity "controls" a Sponsor if the entity (i) is an officer, director, partner or employer of the Sponsor, (ii) directly or indirectly or acting in concert with one or more other entities or through one or more subsidiaries, owns, controls, holds with power to vote, or holds proxies representing, more than twenty (20%) percent of the voting interest in the Sponsor, or (iii) has contributed more than twenty (20%) percent of the capital of the Sponsor. An entity "is controlled by" the Sponsor if the Sponsor (i) is an officer, director, or employer of the entity, (ii) directly or indirectly or acting in

concert with one or more other entities, or through one or more subsidiaries, owns, controls, holds with power to vote, or holds proxies representing, more than twenty (20%) percent of the voting interest in the entity, (iii) controls in any manner the election of a majority of the directors of the entity, or (iv) has contributed more than twenty (20%) percent of the capital of the entity. Control does not exist if the powers described in this Section are held solely as security for an obligation and are not exercised.

1.02. "Amendment and Supplement" to the Master Deed shall mean that documentary supplementation to this Master Deed permitted and required by Article XIV of this Master Deed to be recorded in the Monmouth County Clerk's Office to incorporate additional Phases, Buildings and Units into the Condominium, together with other improvements thereon, all as more specifically discussed in Article XIV to this Master Deed.

1.03. "Association" shall mean Pointe De Jardin Condominium Association, Inc., a New Jersey not-for-profit corporation, formed to administer, manage and operate the common affairs of the Unit Owners of the Condominium and to maintain, repair and replace the General and Limited Common Elements of the Condominium as provided in this Master Deed and the By-Laws.

1.04. "Board" shall mean the Board of Directors of the Association and any reference herein or in the Certificate of Incorporation, By-Laws or Rules and Regulations to any power, duty, right of approval or any other right of the Association shall be deemed to refer to the Board and not the Membership of the Association, unless the context expressly indicates to the contrary. Any reference herein to any power or duty, right of approval or any other right which may be delegated, "Board" shall mean the entity to which such power or duty, right of approval or any other right has been delegated.

1.05. "Building" shall mean all the enclosed structures containing Units and structural improvements appurtenant thereto which are located on the lands described in Exhibit "A" and shown on Exhibits "B" and "C".

1.06. "By-Laws" shall mean the By-Laws of the Association, a copy of which is attached hereto and made a part hereof as Exhibit "E", together with all future amendments or supplements thereto.

1.07. "Certificate of Incorporation" shall mean the Certificate of Incorporation of the Association, a copy of which is attached hereto and made a part hereof as Exhibit "D", together with all future amendments or supplements thereto.

1.08. "Common Elements" shall mean "General Common Elements", "Limited Common Elements" and "Reserved Common Elements".

1.09. "Common Expenses" shall, subject to the provisions of Article VI hereof, mean all those expenses anticipated by N.J.S.A. 46:8B-3(e), in addition to all expenses including reserves incurred or assessed by the Association, or its respective directors, officers, agents or employees, in the lawful performance of their respective duties or powers.

1.10. "Condominium" shall mean (i) all the lands and premises described in Exhibit "A-1" and any additional lands and premises within the Property which are later submitted to the condominium form of ownership; (ii) all improvements now or hereinafter constructed in, upon, over or through such lands and premises; and (iii) all privileges or appurtenances pertaining or belonging to the Land described in Exhibit "A-1"; and (iv) the entire entity created by the execution and recording of this Master Deed.

1.11. "Condominium Act" shall mean the provisions of N.J.S.A. 46:8B-1 et seq., and all applicable amendments and supplements thereto.

1.12. "Eligible Mortgage Holder" shall mean and refer to (i) any holder of a first mortgage encumbering any Unit who has requested in writing from the Secretary of the Association notice of any proposed action by the Association or the Unit Owners which requires the consent of a specified number of Eligible Mortgage Holders or (ii) any holder of a land, development or construction loan from an Institutional Lender to the Sponsor with respect to the Property.

1.13. "General Common Elements" shall have the same meaning as "Common Elements" pursuant to N.J.S.A. 46:8B-3(d), except as same may be modified by the provisions of Article IV of this Master Deed.

1.14. "Institutional Lender" shall mean any bank, mortgage banker, savings and loan association or other financial institution or pension fund, which is the record owner of a construction mortgage or purchase money mortgage loan made to the Sponsor or of a permanent mortgage loan to a Unit purchaser.

1.15. "Lease" shall mean any agreement for the leasing or rental of any Unit of the Condominium.

1.16. "Limited Common Elements" shall have the same meaning as "limited common elements" pursuant to N.J.S.A. 46:8B-3(j), except as same may be modified by the provisions of Article IV of this Master Deed.

1.17. "Master Deed" shall mean the Master Deed for Pointe De Jardin, A Condominium, together with all future amendments and supplements thereto which are recorded in the Office of the Clerk of Monmouth County.

1.18. "Member" shall mean all those Unit Owners who are members of the Association as provided in Article V of the Certificate of Incorporation.

1.19. "Member in Good Standing" shall mean and refer to any Member who has, at least three (3) days prior to the date fixed for any meeting or other Association action, fully paid all installments due for assessments made or levied against him and his Unit by the Board, together with all interest, costs, attorneys' fees, penalties and other expenses, if any, properly chargeable to him and to his Unit.

1.20. "Owner" or "Unit Owner" shall mean and refer to those persons or entities, including the Sponsor, in whom record fee simple title to any Unit is vested as shown in the records of the Monmouth County Clerk, unless the context expressly indicates otherwise, but despite any applicable theory of mortgage, shall not mean or refer to any mortgagee or trustee under a deed of trust unless and until such mortgagee or trustee has acquired title to any such Unit pursuant to foreclosure proceedings or any proceeding in lieu of foreclosure, nor shall the term "Unit Owner" refer to any lessee or tenant of a "Unit Owner".

1.21. "Permitted Mortgage" shall mean and refer to any first mortgage lien encumbering a Unit held by a bank, mortgage banker, trust company, insurance company, savings and loan association, pension fund, governmental agency or other Institutional Lender, or any Eligible Mortgage Holder, or which is a purchase money mortgage held by the Seller of a Unit, or any mortgage lien which (i) results from a land, development or construction loan from an Institutional Lender to the Sponsor with respect to the Property or (ii) is expressly subordinate to any existing or future common expense liens imposed against a Unit by the Association.

1.22. "Property" shall mean the Buildings, the land and premises described in Exhibit "A" (the Entire Property), consisting of approximately 48.83 acres, and shown on Exhibit "B" and all improvements now or hereafter constructed in, upon, over or through such land and premises.

1.23. "Rules and Regulations" shall mean those rules and regulations of the Association that may be promulgated by same, together with all future amendments or supplements thereto.

1.24. "Sponsor" shall mean and refer to PENN ASSOCIATES OF MARLBORO, INC., a New Jersey corporation, its successors and assigns, and includes any successor to the Sponsor contemplated by Article XIV of this Master Deed.

1.25. "Unit" shall mean a part of the Condominium designated and intended for independent ownership and use as a residential dwelling regardless of type as more specifically described in Article III hereof and shall not be deemed to include any part of the General Common Elements or Limited Common Elements situated within or appurtenant to a Unit.

ARTICLE II

GENERAL DESCRIPTION OF CONDOMINIUM

2.01. The Condominium. The Condominium will initially include the lands within Phase I described in Exhibit "A-1" aforesaid and consisting of approximately 23.99 acres in the aggregate and forty-eight (48) Units of varying types to be located in six (6) Buildings, together with all parking areas, recreational amenities and all other site improvements as shown on Exhibits "B" and "C" aforesaid, and all rights, privileges, roads, waters and appurtenances thereto belonging or appertaining. Each Unit is designated by number and unit type as shown on Exhibit "C".

2.02. Recordation of the Master Deed. Sponsor shall, upon the recording of this Master Deed and any Amendment hereto, be the owner of every Unit within the Condominium, including its appurtenant percentage interest in the Common Elements, regardless of type, and shall have the right to sell and convey, lease, or otherwise dispose of each such Unit as it may deem appropriate in its sole discretion.

ARTICLE III

DESCRIPTION OF UNITS

3.01. Boundary. The dimensions, area and location of the Buildings and all of the aforesaid Units within the Condominium are as shown graphically on Exhibits "B" and "C". Units are intended to contain all space within the area bounded by the unexposed surfaces of the perimeter walls and the lowermost subfloor(s) and the underside of the ceiling joists, as follows:

BOTTOM: The bottom is an imaginary horizontal plane along and coincident with the unexposed (or lower) surface of the ground floor or floor joists of the Unit, and extending in every direction to the point where it closes with a side of such Unit.

TOP: The top of each Unit is an imaginary plane along and coincident with the underside of the ceiling joist of the Unit, and extending in every direction to the point where it closes with every side of such Unit.

SIDES: The sides of each Unit are imaginary vertical planes along and coincident with the center line of the perimeter or party walls. Where no wall exists, the side is an imaginary vertical plane along and

coincident with the exterior surface of the windows and doors located on the perimeter of such Unit. The sides of each such Unit are bounded by the bottom and top of the Unit.

3.02. Items Included in Unit. Each Unit, regardless of type, also includes all appliances; fixtures; doors, door frames and hardware; window frames, panes, hardware and systems; interior walls and partitions, interior stairways, gypsum board and/or other facing material on the walls and ceilings thereof, the inner decorated and/or finished surface of the floors (including all flooring tile, ceramic tile, finished flooring, carpeting and padding) and all other improvements located within such Unit described, which are exclusively appurtenant to such Units, although all or part thereof may not be located within the Unit, and shall include, but not be limited to the following individual appurtenances to the extent that same serve each individual Unit only and not any other Unit or any portion of the Common Elements:

- (a) So much of the common plumbing system as extends from the interior surface of the walls, floors or ceilings into the Unit; and
- (b) All electrical wires which extend from the interior surface of walls, floors or ceilings into the Units and fixtures, switches, outlets and circuit breakers; and
- (c) All master antenna or cable television wiring which extends from the interior surface of the walls, floors, or ceilings into the Unit; and
- (d) Any fireplace, chimney or flue; and
- (e) All utility meters not owned by the public utility agency supplying the service; and

(f) All equipment, appliances, machinery, mechanical or other systems, including HVAC systems, which serve the Unit exclusively whether or not same are located within or without the Unit; and

(g) All storage areas located within a Unit which provide exclusive storage for the Unit; and

(h) Any utility closet or room located within a Unit or appurtenant to a Unit which houses an HVAC system for that Unit.

3.03. Interior Partitions. Interior partitions or non-bearing walls within the confines of each Unit may, from time to time, be removed or replaced subject to the prior written approval of the Board. In the event a Unit Owner does remove or replace any or all such interior partitions or walls, no amendment of the Master Deed will be necessary or required. No Unit may be partitioned or subdivided without the prior written approval of any Eligible Mortgage Holder for such Unit and the Board. None of the foregoing approvals shall apply to Sponsor prior to the initial conveyance of any Unit(s) from Sponsor to another Unit Owner.

ARTICLE IV

DESCRIPTION OF COMMON ELEMENTS

4.01. General Common Elements. All appurtenances and facilities and other items which are not part of the Units described in Article III or part of the Limited Common Elements described in Section 4.02 shall comprise the General Common Elements as graphically shown on Exhibits "B" and "C" aforesaid. The General Common Elements shall also include by way of description but not by way of limitation:

(a) All land described in Exhibit "A" aforesaid, whether improved or unimproved; and

(b) All private streets, curbs, walkways, exterior stairways and sidewalks, subject to the easements and provisions set forth in Article VIII hereof; and

(c) The common parking areas located upon the lands described in Exhibit "A" and as shown on Exhibits "B" and/or "C" the use of which shall be subject to the Rules and Regulations of the Association; and

(d) All landscaped areas, shrubbery and plantings; and

(e) Conduits, sewer laterals located under the building slabs, and other utility lines, underground sprinkler system, if any, and waterways, subject to the easements and provisions set forth in Article VIII hereof; and public connections and meters for gas, electricity, telephone and water not owned by the public utility or other agencies providing such services; and

(f) The roof, foundations, footings, columns, girders, beams, supports, exterior or interior bearing or main party walls between Units; and

(g) Exterior lighting and other facilities necessary to the upkeep and safety of the Buildings and grounds; and

(h) Any common equipment storage areas located within the Condominium; and

(i) Any easement or other right which may now or hereafter be granted for the benefit of the Unit Owner(s) or others for access to or use of the General or Limited Common Elements not included within the Condominium or for any other purpose; and

(j) All tangible personal property which may be owned by the Association and which is required exclusively for the operation, maintenance and administration of the Condominium; and

(k) Any areas housing water meters; and

(1) All other facilities or elements of any improvement within any Building or within the Condominium necessary or convenient to the existence, management, operation, maintenance or safety of the Condominium or normally in common use.

4.02. Limited Common Elements. The Limited Common Elements shall be as graphically shown on Exhibits "B" and "C" aforesaid, and shall include by way of description and not by way of limitation, all of the following:

(a) Any exterior landing, walkway or stairway to which there is direct access from the interior of an appurtenant Unit(s) shall be a Limited Common Element and shall be for the exclusive use of Owners of such Unit(s). All maintenance of exterior landings, walkways, or stairways shall be the responsibility of the Association.

(b) Any balcony, terrace, patio, or deck to which there is direct access from the interior of an appurtenant Unit(s) shall be a Limited Common Element and shall be for the exclusive use of Owners of such Unit(s). The Owner(s) of a Unit(s) having use of any balcony, terrace, patio or deck shall be responsible for all routine cleaning and snow clearing of such balcony, terrace, patio or deck as appropriate. All other maintenance of balconies, terraces, patios and decks shall be the responsibility of the Association.

4.03. Repair and Maintenance of Limited Common Elements. The Owner of a Unit(s) having use of any Limited Common Element shall be responsible to pay the cost and expenses of any maintenance, repairs or replacement of that Limited Common Element necessitated by their own negligent act or omission, misuse or neglect, or the negligent act or omission, misuse or neglect of their family member, household pets, guests, occupant or

visitor, regardless of whether authorized by the Unit Owner(s). Any other repairs, maintenance, or replacement of the Limited Common Elements shall be the responsibility of the Association.

4.04. Rights to Use Limited Common Elements. Each Unit Owner's right to use the Limited Common Elements appurtenant to his Unit or building may not be transferred apart from the conveyance of title to his Unit.

4.05. Reserved Common Elements. The Board shall have the power in its discretion to: (i) designate from time to time certain General Common Elements as "Reserved Common Elements"; (ii) grant reserved rights therein to the Association and/or to any or less than all of the Unit Owners, and (iii) establish a reasonable charge to such Unit Owners for the use and maintenance thereof. Such designation by the Board shall not be construed as a sale or disposition of the Common Elements.

ARTICLE V

ESTATE ACQUIRED AND MEMBERSHIP INTEREST

5.01. Estate Acquired. The Owner of each Unit shall have such an estate therein as may be acquired by grant, by purchase or by operation of law, including an estate in fee simple; and shall acquire as an appurtenance thereto an undivided percentage interest in the Common Elements of the Condominium, which shall not be divisible from the Unit to which it appertains.

5.02. Percentage Interest. Each Unit shall have the Percentage Interest as set forth in Exhibit "F" attached hereto and made a part hereof as same may now or hereafter be amended as additional Phases, Buildings and Units are incorporated into the Condominium. This percentage has been adjusted to permit it to be expressed as a finite number to avoid an interminable series

of digits. In addition, the Percentage Interest applied to one of the Units has been arbitrarily adjusted to a percentage necessary to apportion the entirety of the Common Elements. The percentage interest shall be used to allocate the division of proceeds, if any, resulting from a casualty loss or any eminent domain proceedings which affect any portion of the Condominium.

The percentages shall remain fixed after all additional Phases, Buildings and Units have been incorporated into the Condominium. Until the Condominium has been completely developed or the Sponsor has allowed its reserved right of development as set forth in Article XIV to expire, the percentage interest will be provisional only and subject to reduction upon incorporation of additional Units into the Condominium by recordation of one or more Amendments and Supplements to this Master Deed.

If and when an additional Unit is incorporated within the Condominium, a new percentage interest shall be established for each Unit within the Condominium as then constituted. When the Condominium has been fully developed or the Sponsor has allowed its reserved right of development to expire, the percentage interest appurtenant to each Unit shall remain fixed, except as provided in Article XII pertaining to reallocations following eminent domain proceedings.

5.03. Voting. Each Member in Good Standing shall be entitled to cast one (1) vote for each Unit to which he holds title in all elections of Directors. In all other questions, each Member in Good Standing shall be entitled to cast one (1) vote for each Unit to which he holds title, which vote shall be equal in weight to the percentage of interest in the Common Elements appurtenant to the Unit for which it is cast. The Sponsor shall be entitled to cast all votes for Units owned by it but shall not be permitted to

vote for the purpose of amending this Master Deed or the By-Laws or any other document or for the purpose of changing the permitted use of a Unit or reducing the Common Elements.

5.04. No Partition. Subject to the provisions of this Master Deed and Certificate of Incorporation and By-Laws and the New Jersey Condominium Act, the Common Elements shall remain undivided, and no Unit Owner(s) shall bring any action for partition or division thereof. In addition, the undivided percentage interest in the Common Elements shall not be separated from the Unit to which it appertains and shall be deemed conveyed or encumbered with the Unit even if such interest is not expressly mentioned or described in the conveyance or other instrument.

5.05. Membership in the Association. Upon acceptance of a deed to a Unit, each Unit Owner shall automatically become a member of the Association, and shall be a member for so long as he shall hold legal title to his Unit, subject to all provisions of this Master Deed, the New Jersey Condominium Act, the Certificate of Incorporation, and the By-Laws and Rules and Regulations which may now or hereafter be established for or by the Association. The Sponsor shall be a member of the Association with respect to all Units owned by it and shall be entitled to one (1) vote for each of its respective Units based upon a maximum of three hundred sixty (360) total Units approved by the Township of Marlboro to be built within the Condominium and regardless of whether the construction of such Units has been commenced or completed. In the event that the ultimate number of Units within the Condominium is more or less than three hundred sixty (360), the total number of votes shall be adjusted by the Board to reflect the actual number of Units completed within the Condominium.

5.06. Compliance by Owners. Each owner or occupant of a Unit shall comply with, and shall assume ownership or occupancy subject to, laws, rules and regulations of governmental authorities having jurisdiction over the Condominium, the provisions of this Master Deed, the Certificate of Incorporation, By-Laws, Rules and Regulations, or any other documents, amendments or supplements to the foregoing. Failure to comply with any of the foregoing shall be grounds for commencement of an action for the recovery of damages or for injunctive relief or both by the Sponsor, the Association, or any Unit Owner in any court or administrative tribunal having jurisdiction, against any person or persons, firm or corporation violating or attempting to violate or circumvent any of the aforesaid, and against any Unit Owner to enforce any lien created by this Master Deed or any covenant contained herein. Failure by the Sponsor, the Association, or any Unit Owner to enforce any covenant herein contained for any period of time shall in no event be deemed a waiver or estoppel of the right to thereafter enforce the same.

ARTICLE VI

ASSESSMENTS

6.01. Covenant to Pay Assessments. Every Unit Owner, by acceptance of a deed or other conveyance for a Unit, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association such sums, by way of any assessments contemplated herein or in the By-Laws.

6.02. Liability for Assessments. No Unit Owner may waive or otherwise avoid liability for any assessments by non-use of the Common Elements. Each assessment and all fines and other charges shall be a

continuing lien upon the Unit against which they were made and shall also be the joint and several personal obligation of the Owner of such Unit at the time when the assessment, fine or other charge fell due, and of each subsequent record Owner of such Unit, except as otherwise contemplated by Section 13.10 of this Master Deed or N.J.S.A. 46:8B-21, together with such interest thereon and cost of collection thereof (including reasonable attorney's fees). Liens for unpaid assessments, fines or other charges may be foreclosed by suit brought in the name of the Association in the same manner as a foreclosure of a mortgage on real property. Suit to recover a money judgment for unpaid assessments, fines or other charges may be maintained without waiving the lien securing the same.

6.03. Annual Common Expense Assessments. It shall be an affirmative and perpetual obligation of the Board to fix Annual Common Expense Assessments in an amount at least sufficient to maintain the exterior of the Buildings and to maintain and operate the Common Elements, as contemplated by the Master Deed or By-Laws and as required by the Condominium Act. The amount of monies for Common Expenses of the Association deemed necessary by the Board and the manner of expenditure thereof shall be a matter for the sole discretion of the Board.

6.04. Notice. The Board shall cause to be prepared annually, at least thirty (30) days in advance of the due date of the first Annual Common Expense Assessment instalment, a list of the Units and the Annual Common Expense Assessments applicable to each, according to the names of the Unit Owners. This list shall be kept in the office of the Association and shall be open to inspection upon request by any Unit Owner. Written notice of the

Annual Common Expense Assessments shall be sent by mail or delivered to every Unit Owner, as more particularly described in Article XIV of the By-Laws.

6.05. Use of Annual Common Expense Assessments. The Annual Common Expense Assessments levied by the Board shall be used exclusively for promoting the health, safety, pleasure and welfare of the members of the Association, including, but without limitation: street lighting; refuse collection; snow clearing from parking areas, roadways, driveways, sidewalks and walkways; landscaping of General Common Elements, the maintenance and repair of the exterior and roofs of the Buildings, including but not limited to cleaning and painting of the exterior surfaces and finishes; maintenance, repair and replacement of the Common Elements or any other improvements on the Property including the detention basins; maintenance and repair of all fences; payment of taxes and insurance premiums; all costs and expenses incidental to the operation and administration of the Association and its Property; and such other items as may from time to time be deemed appropriate by the Board. Annual Common Expense Assessments shall not be used for new capital improvements subject to Section 6.11.

6.06. Allocation; Obligations of the Sponsor. The General Common Expenses shall be allocated equally among the Unit types according to Exhibit 2 to the Public Offering Statement and incorporated herein by reference. In the event that the Sponsor should exercise its rights pursuant to Article XIV to add additional Units to the Condominium, the Common Expenses shall be subject to change, as determined in the Sponsor's sole discretion. When the Condominium has been fully developed or the Sponsor has allowed its reserved right of development to expire, the proportionate allocation of Common Expenses appurtenant to each Unit shall remain fixed.

Until the conveyance of title to the first Unit, the Sponsor shall be solely responsible for all Common Expenses. Following the first conveyance, the Owners of Units to whom title shall have been conveyed shall be responsible for their proportionate share of all Common Expenses. During the first twelve (12) months following the recordation of the Master Deed, the Sponsor intends to subsidize the operating expense of the budget of the Association. This responsibility shall not obligate the Sponsor for deficits caused by delinquencies of Unit Owners, other than the Sponsor, in paying their monthly installments of Common Expense Assessments. Although the Sponsor reserves the right to continue to subsidize these expenses in future fiscal years, it is not obligated to do so. After the first twelve months following the recordation of the Master Deed, the Sponsor shall be responsible only for payment of common expenses for Units for units owned by it for which a Certificate of Occupancy has been issued or for a maximum of five percent (5%) of the operating budget (excluding reserves), whichever is less. The right to subsidize shall be solely at the discretion of the Sponsor.

6.07. Annual Common Expense Assessments Not Made. After the Sponsor turns over control of the Board to Unit Owners, if an Annual Common Expense Assessment is not made as required, an assessment shall be presumed to have been made in the amount of the last prior year's assessment, and any installments of such annual assessments shall be due upon each installment payment date until a new Annual Common Expense Assessment is made.

6.08. Due Dates of Annual Common Expense Assessments. Annual Common Expense Assessments shall be made for a yearly period to be determined by the Board, and shall be payable in advance in monthly installments or in such other installments as may be established by the Board. Upon the conveyance of title to a Unit, the portion of the then current Annual Common

Expense Assessment payable by the new Unit Owner shall be an amount which bears the same relationship to the Annual Common Expense Assessment as the remaining number of months in the then current annual assessment period bears to twelve, plus any arrearages existing on the date of closing. Such first annual assessment or portion thereof for which a new Unit Owner is liable shall be immediately due upon the closing of title to the Purchaser.

6.09. Emergency Assessments. In the event the Annual Common Expense Assessment proves to be insufficient for an immediate need or emergency, the budget and assessment may be amended at any time by the Board, and the Board may impose an Emergency Assessment. The determination of an immediate need or emergency shall be in the sole discretion of the Board.

6.10. Special Assessments. In addition to the other Assessments herein authorized, in any assessment year, the Board may levy a Special Common Expense Assessment for the purpose of defraying in whole or in part the cost of any reconstruction, repair or replacement of an existing Common Element not determined by the Board to constitute an emergency or immediate need but for which funds held in reserve are inadequate, or for any other lawful purpose, other than the construction or acquisition of new capital improvements, which shall be subject to Section 6.11 hereof. If, during any assessment year, a Special Common Expense Assessment exceeds in the aggregate the sum of \$40,000 increased by the percentage of increase in the Consumer Price Index for All Urban Consumers since 1991, it shall be authorized by two-thirds (2/3) in interest of the affected Members in Good Standing. This vote shall be taken at meeting duly called for this purpose. Written notice of such a meeting, stating the purpose of the meeting, shall be sent to all Unit Owners no less than thirty (30) days in advance. The due date(s) of any Special Common

Expense Assessment, or any installment(s) thereof, shall be fixed in the resolution authorizing the Special Common Expense Assessment.

6.11. Capital Improvement Assessments. In addition to the other Assessments herein authorized, the Board may levy, in any assessment year, a Capital Improvement Assessment for the purpose of acquiring or constructing a new capital improvement, provided that the acquisition or construction of any new capital improvement, the cost of which exceeds the sum of \$20,000 increased by the percentage of increase in the Consumer Price Index for All Urban Consumers since 1991, shall be authorized by two-thirds (2/3) in interest of the affected Members in Good Standing. This vote shall be taken at meeting duly called for this purpose. Written notice of such a meeting, stating the purpose of the meeting, shall be sent to all Unit Owners no less than thirty (30) days in advance. The due date(s) of any Capital Improvement Assessment, or any installment(s) thereof, shall be fixed in the resolution authorizing the Capital Improvement Assessment.

6.12. Exemption for Capital Improvement Assessments. Anything to the contrary herein notwithstanding, neither Sponsor nor any Permitted Mortgage Holder shall be required to pay any Capital Improvement Assessment to which it does not expressly consent. Further, this provision may not be amended without the written consent of Sponsor and every Permitted Mortgage Holder.

6.13. Remedial Assessments. In addition to the other assessments herein authorized, the Board may levy a Remedial Assessment against any individual Unit(s) whenever required or permitted to do so by the provisions of Article VII herein regarding maintenance of Units or Limited Common Elements for which the Unit Owner is responsible. The Board may also provide,

by its Rules and Regulations, for ordinary maintenance and minor repairs and replacements to be furnished to Units by Association personnel or representatives and charged as a Remedial Assessment.

6.14. Miscellaneous Assessments. Any and all fines, late charges, costs of collection (including reasonable attorneys' fees) interest on unpaid Assessments, capital contributions, membership fees, escrow deposits or any other sums required to be paid to the Association by a Unit Owner(s) by the provisions of this Master Deed, the By-Laws, the Certificate of Incorporation, the Rules and Regulations of the Association or any duly adopted Resolution of the Board, shall be deemed Assessments which each Unit Owner has covenanted and agreed to pay according to the provisions of Section 6.01 and for which each Unit Owner is liable according to the provisions of Section 6.02, and shall be collectible by the Association in the same manner as other assessments pursuant to the provisions hereof and N.J.S.A. 46:8B-21.

6.15. Certificate of Payment. Upon the request of any Unit Owner liable for an Assessment, any Permitted Mortgage Holder for any Unit, or any prospective purchaser, the Association shall furnish a certificate in writing, signed by an officer of the Association, setting forth whether or not an Assessment has been paid. Such certificate shall constitute conclusive evidence of the payment of any assessments therein stated to have been paid.

6.16. Interest in Common Surplus. Any common surplus of the Association resulting from the excess of income over expenses shall be allocated among the Members in the same manner as those expenses were assessed. Any common surplus of the Association resulting from the proceeds of any distribution of assets of the Association shall be allocated among the Members of the Association including Sponsor, according to their percentage

interests, subject to an adjustment to reflect an appropriate credit for any initial contribution to working capital, if applicable, in accordance with generally accepted accounting principles.

6.17. Limitations on Sponsor. While the Sponsor maintains a majority on the Board of Directors, it shall make no additions, alterations, improvements or purchases which would necessitate a Special Common Expense Assessment or a substantial increase in the Annual Common Expense Assessment installments unless required by a governmental agency, title insurance company or Institutional Lender or in the event of an emergency.

ARTICLE VII

MAINTENANCE RESPONSIBILITIES

7.01. Responsibilities of Unit Owners. Each Unit Owner is responsible to perform all of the maintenance, repairs and replacements that may be required within the boundaries of his own Unit, at his own expense, and in accordance with the requirements of this Master Deed and the By-Laws and any Rules and Regulations of the Association. Unit Owners are responsible for all of the following: plumbing fixtures and systems; window frames, panes, hardware and systems; doors, door frames and hardware; storage areas; electrical wiring, receptacles, appliances, equipment and lighting fixtures; wallpaper, paint, paneling and other wall coverings; vinyl flooring, carpeting and other floor coverings; draperies, curtains, window shades and other window coverings; and any other items that are within the boundaries of their Units as set forth in Section 3.01 herein. Each Unit Owner shall also be responsible for such maintenance of the Limited Common Elements as set forth in Section 4.02 herein.

In addition, each Unit Owner shall be responsible to perform all of the maintenance, repairs and replacements that may be required for parts of his Unit which are not located within the boundaries of his Unit as set forth in Section 3.01 when the following conditions are met:

- (i) the part of the Unit is accessible without a breaking or intrusion into the Common Elements or any other Unit; and
- (ii) the part of the Unit is not functionally connected with a Common Element or a component of an integrated system which serves more than one Unit.

For example, parts of a Unit meeting these conditions include, but are not limited to, any air conditioning components located on concrete pads upon the Common Elements, if any.

7.02. Responsibilities of the Association. The Association shall furnish the maintenance, repairs and replacements that are required for the functioning of the Common Elements, including any common plumbing, common mechanical, common electrical, common water supply systems and detention basin(s). The Association shall also furnish the maintenance, repairs and replacements that are required for any part of a Unit not located within the boundaries of the Unit (except as otherwise provided in Section 7.01 herein), but the expenses incurred by the Association in doing so shall be levied against the Owner of that Unit as a Remedial Assessment. The Association shall also be responsible for such maintenance of the Limited Common Elements as is set forth in Sections 4.02 and 4.03 herein.

7.03. Rights of the Association. The Association may effect emergency repairs to any Unit which the Owner of that Unit has failed to perform, but the expenses incurred by the Association in doing so shall be

levied against the Owner of that Unit as a Remedial Assessment. The Association may also effect non-emergency repairs within the boundaries of a Unit which the Unit Owner has failed to perform and charge the reasonable expenses of the repair to the Unit Owner as a Remedial Assessment, but only if (i) any such failure to maintain by the Unit Owner will have a material and adverse impact upon any other portion of the Condominium and (ii) the Unit Owner(s) responsible for such maintenance, repair or replacement has failed to remedy the situation within thirty (30) days after the Association has given the Unit Owner written notice of the need for such repairs or maintenance.

7.04. Damage Due to Negligence, Omission or Misuse. If, due to the negligent act or omission of or misuse by a Unit Owner, or a member of his family or household pet, or a guest, occupant or visitor (whether authorized or unauthorized by the Unit Owner), damage shall be caused to the Common Elements, or to a Unit(s) owned by others, or maintenance, repairs or replacements shall be required which would otherwise be a Common Expense, then the Unit Owner so responsible shall pay for such damage and be liable for any damages, liability, costs and expense, including attorney's fees, caused by or arising out of such circumstances; and such maintenance, repairs and replacements to the General or Limited Common Elements or the Unit(s) shall be subject to the By-Laws and the Rules and Regulations.

7.05. Chart of Maintenance Responsibilities. Despite the general provisions for maintenance set forth herein or in any provisions of the By-Laws, specific maintenance responsibilities and the cost attributable thereto shall, to the extent set forth thereon, be determined pursuant to the Chart of Maintenance Responsibilities attached as Exhibit "G" hereto.

ARTICLE VIII

EASEMENTS

8.01. Unit Owner's Easements. Every Unit Owner, his successors and assigns, shall have the following perpetual easements with respect to the Property:

(a) A non-exclusive easement in, upon, over, under, across and through the Common Elements to keep, maintain, use, operate, repair and replace his Unit in its original position and in every subsequent position to which it changes by reason of the gradual forces of nature and the elements; and

(b) An exclusive easement for the existence and continuance of any encroachment by his Unit upon any adjoining Unit or upon any Common Elements, now existing or which may come into existence hereafter as a result of construction, reconstruction, repair, shifting, settlement or movement of any portion of a Building or a Unit, so that any such encroachment may remain undisturbed so long as the Building stands; and

(c) A non-exclusive easement for ingress and egress to his Unit in, upon, under, over, across and through the General Common Elements; and

(d) An exclusive easement to use and enjoy the surfaces of the main walls, (including any skylights, windows, or doors, therein), ceilings, floors, patio or porch serving his Unit; and

(e) An easement in common with the owners of all other Units to use any and all pipes, wires, ducts, cables, conduits, public utility lines, television systems, master antenna facilities or other General Common Elements located within any of the other Units or Common Elements and serving his Unit; and

(f) A perpetual and non-exclusive easement in, over and through the General Common Elements to use the roadways, walks and other common facilities within the Condominium subject to the right of the Board to:

(i) promulgate rules and regulations for the use and enjoyment thereof; and

(ii) suspend the enjoyment and voting rights of any Unit Owner for any period during which any assessment remains unpaid, or for any period during which any infraction of its published Rules and Regulations continues, it being understood that any suspension for either non-payment of any assessment or a breach of the rules and regulations of the Association shall not constitute a waiver or discharge of the Unit Owner's obligation to pay the assessment; and

(g) A perpetual and non-exclusive easement for pedestrian ingress and egress to and from the swimming pool or to other Unit(s) over and through the walkways and roadways, which easement shall be for the benefit of all Unit Owners, occupants or their invitees; and

(h) A perpetual and non-exclusive easement for access to or use of the General and Limited Common Elements within the Condominium or for any other purposes, which easement is for the benefit of all Owners and occupants of Units in the Condominium and their invitees; and

(i) A perpetual and non-exclusive easement for vehicular ingress and egress reasonably required to and from the Units over and through roadways in the Condominium which easement shall be for the benefit of all Owners and occupants of Units in the Condominium and their invitees.

8.02. Sponsor's Easements. Sponsor, its respective successors and assigns, shall have the following easements with respect to the Property:

(a) A blanket and non-exclusive easement in, upon, through, under and across the Common Elements for the purpose of construction, installation, maintenance and repair of any improvements to the Units or the Common Elements, for ingress and egress for the use of all driveways, parking areas, and for the utilization of existing and future model Units for sales promotion and exhibition, until the expiration of one (1) year from the date the last Unit is sold and conveyed in the normal course of business. In addition, Sponsor hereby reserves the irrevocable right to enter into, upon, over or under any Unit for such purposes as may be reasonably necessary for the Sponsor or its agents to service such Unit or any part of a Building provided that requests for entry are made in advance and that such entry is at a time reasonably convenient to the Unit Owner. In case of an emergency, such right of entry shall be immediate whether the Unit Owner is present at the time or not; and

(b) A perpetual, blanket and non-exclusive easement in, upon, over, under, across and through the Common Elements for surface water runoff and drainage caused by natural forces and elements, grading, and/or the improvements located upon the Property. No individual Unit Owner shall directly or indirectly interfere with or alter the drainage and runoff patterns and systems within the Property.

E. A blanket and non-exclusive easement in, upon, over, under, through and across the Property for ingress and egress and for development, construction, installation, maintenance and repair of any improvements to any portion of all of the Phases not incorporated within the Condominium. It is expressly understood that this easement is declared in connection with the

Sponsor's reserved right herein to develop and/or incorporate within the Condominium such portions of all of the Phases that are not incorporated as part of the Condominium upon the recordation of this Master Deed and shall terminate at the same time as such reserved right expires or is terminated.

8.03. Association's Easements. The Property shall also be subject to the following easements:

(a) The Association shall have a perpetual exclusive easement for the maintenance of any Common Elements, including those which presently or may hereafter encroach upon a Unit; and

(b) The Association, through the Board or any manager or managing agent, or their respective agents or employees shall have the perpetual and non-exclusive right of access to each Unit (i) to inspect same, (ii) to remedy any violations of the provisions of this Master Deed, the By-Laws or any Rules and Regulations of the Association, and (iii) to perform any operations required in connection with the maintenance, repairs or replacements of or to the Common Elements, or any equipment, facilities or fixtures affecting or serving other Unit(s) or the Common Elements; provided that requests for entry are made in advance and that any such entry is at a time reasonably convenient to the Unit Owner. In case of an emergency, such right of entry shall be immediate, whether the Unit Owner is present at the time or not.

8.04. Permitted Mortgage Holder's Easements. Any Permitted Mortgage Holder, its officers, agents and employees, shall have a blanket, perpetual and non-exclusive easement to enter the Condominium or any part thereof to inspect the condition and repair of the Common Elements, or any Units so encumbered by a first mortgage owned by it. This right shall be

exercised only during reasonable daylight hours, and then whenever practicable, only after advance notice to and with the permission of the Board and the Unit Owner.

8.05. Township of Marlboro's Easements. The Property shall also be subject to the following easements:

(a) A blanket, perpetual and non-exclusive easement of unobstructed ingress and egress in, upon, over, across and through the Common Elements to the Township of Marlboro, its respective officers, agents and employees (but not the public in general) and all police, fire, and ambulance personnel in the proper performance of their respective duties (including but not limited to emergency or other necessary repairs to a Unit which the Unit Owner has failed to perform), and for repair and maintenance of the Common Elements. Except in the event of emergencies, the rights accompanying the easements provided for in this Section 8.05 shall be exercised only during reasonable daylight hours and then, whenever practicable, only after advance notice to and with permission of the Unit Owner(s) directly affected thereby.

(b) A perpetual, blanket and non-exclusive easement in, upon, over, under, across and through the Common Elements to the Township of Marlboro, its respective officers, agents, and employees (but not the general public) for surface water runoff and drainage caused by natural forces and elements, grading, and/or the improvements located upon the Property. No individual Unit Owner shall directly or indirectly interfere with or alter the drainage and runoff patterns and systems within the Property.

ARTICLE IX

BY-LAWS AND ADMINISTRATION

9.01. Administration of Common Elements. The administration of the Common Elements within the Condominium and all other common facilities shall be by the Association in accordance with the provisions of the New Jersey Condominium Act, this Master Deed, the Certificate of Incorporation, the By-Laws, the Rules and Regulations and any other agreements, documents, amendments or supplements to the foregoing which may be duly adopted or subsequently required by any Permitted Mortgage Holder or by any governmental or quasi-governmental agency having regulatory jurisdiction over the Condominium, or by any title insurance company selected by Sponsor to insure title to any Unit(s). While the Sponsor maintains control of the Board, it shall take no action that adversely affects a Unit Owner's rights under N.J.A.C. 5:25-5.5. Claims relative to defects in the Common Elements shall be processed in accordance with N.J.A.C. 5:25-5.5.

9.02. Sponsor's Power of Attorney. Sponsor hereby reserves for itself, its successors and assigns, for a period of five (5) years from the date the first Unit is conveyed to an individual purchaser, or until Sponsor conveys title to the last Unit, whichever occurs first, the right to execute on behalf of all contract purchasers, Unit Owners, mortgagees, other lienholders or parties claiming a legal or equitable interest in the Condominium, any such agreements, documents, amendments or supplements to the above described documents which may be so required by any such Institutional Lender, governmental or quasi-governmental agency or title insurance company designated by the Sponsor to insure title to any Unit.

(a) Limitations. No such agreement, document, amendment or supplement which adversely affects the value or substantially alters the floor

plan of any Unit, or changes the percentage of the undivided interest in the Common Elements or substantially increases the financial obligations of the Unit Owner or reserves any additional or special privileges for the Sponsor which are not already contained in the Condominium Documents, shall be made without the prior written consent of the affected Unit Owner(s) and all owners of any mortgage(s) encumbering the affected Unit(s). Any such agreement, document, amendment or supplement which adversely affects the priority or validity of the lien of any mortgage which encumbers any Unit shall not be made, without the prior written consent of the owners of all such mortgages.

(b) Appointment. By acceptance of a deed to any Unit or by the acceptance of any other legal or equitable interest in the Condominium, each and every such contract purchaser, Unit Owner, mortgagee, or other lienholder or party having a legal or equitable interest in the Condominium does automatically and irrevocably name, constitute, appoint and confirm (i) Sponsor, its successors and assigns, as attorney-in-fact for the purpose of executing such agreements, documents, amendments or supplements to this Master Deed and other instrument(s) necessary to effect the foregoing subject to the limitations set forth herein, (ii) the Association as attorney-in-fact to acquire title to or lease any Unit whose owner desires to surrender, sell or lease the same, in the name of the Association or its designees, corporate or otherwise, on behalf of all Unit Owners to convey, sell, lease, mortgage (but not to vote the votes appurtenant thereto) or otherwise, dispose of any such Units so acquired or to sublease any Units so leased by the Association, (iii) to prepare, execute and record any amendments to the Master Deed required under Articles IX, XII and XV of this Master Deed, and (iv) to prepare and execute any release from liability given to Sponsor pursuant to the provisions of Article V of the By-Laws.

(c) Duration. The Sponsor reserves this power of attorney for itself, its successors and assigns for five (5) years from the date the first Unit is conveyed to an individual purchaser or until it conveys title to the last Unit held for sale in the ordinary course of business, whichever occurs first. Said powers of attorney shall be vested in the Sponsor, its successors and assigns until same effectuate the initial conveyance of all Units or the expiration of the five (5) year period. Thereafter, said powers of attorney shall automatically vest in the Association and may be exercised by its Board of Directors. The powers of attorney aforesaid are expressly declared and acknowledged to be coupled with an interest in the subject matter hereof and the same shall run with the title to any and all Units and be binding upon the heirs, personal representatives, successors and assigns of any of the foregoing parties. Further, said powers of attorney shall not be affected by the death or disability of any principal and are intended to deliver all right, title and interest of the principal in and to said powers.

9.03. Sponsor Prohibited Voting. Despite the foregoing, the Sponsor shall not be permitted to cast any votes held by it for unsold Units for the purpose of amending this Master Deed, the By-Laws or any other document for the purpose of changing the permitted use of a Unit or the purpose of reducing the Common Elements or common facilities.

ARTICLE X

RESTRICTIONS

10.01. Covenants and Restrictions. The following covenants and restrictions are imposed upon the lands subject to this Master Deed:

(a) To the extent that equipment, facilities and fixtures within any Unit(s) shall be connected to similar equipment, facilities or fixtures

affecting or serving other Unit(s) or the Common Elements, then the use thereof by the individual Unit Owners shall be subject to this Master Deed, the By-Laws and the Rules and Regulations of the Association.

(b) The Common Elements shall be used only for the furnishing of the services and facilities for which they are reasonably intended and suited and which are incident to the use and occupancy of the Units.

(c) No Unit Owner shall have the right to mortgage or encumber his Unit, unless such mortgage or encumbrance is a Permitted Mortgage. No other mortgages or encumbrances shall be permitted without the prior written consent of the Board.

(d) All property taxes, special assessments and other charges imposed by any taxing authority are to be separately assessed against and collected on each Unit as a single parcel, as provided by the New Jersey Condominium Act. In the event that for any year such taxes are not separately taxed to each Unit, but are taxed on the Property as a whole, then each Unit Owner shall pay his proportionate share thereof.

(e) Each Unit Owner shall pay for his own telephone, cable television service, and other utilities that are separately metered or billed to each user by the respective utility company. Utilities which are not separately metered or billed or which serve the Common Elements shall be treated as part of the Common Expenses.

(f) No maintenance or washing of any automobile or other vehicle shall be performed in any driveway or other parking area.

(g) No bicycles, baby carriages, wagons or similar non-motorized vehicles or toys, nor mopeds, motorcycles or similar motorized vehicles shall be parked or otherwise left unattended in any Common or Limited Common

Element, except that a licensed motorcycle may be parked in any marked parking space.

(h) No Unit or Limited Common Element appurtenant to any Unit, except those Units utilized by the Sponsor as sales offices, administrative offices or models, shall be used for any purpose other than as a private residence. No business, trade or profession shall be conducted in any Unit.

(i) There shall be no obstruction of the Common Elements nor shall anything be stored in or upon the Common Elements without the prior consent of the Board.

(j) No portion of the Common Elements or other portion of the Property shall be used or maintained for the dumping of rubbish or debris, except in the Central Refuse and Recycling Facility for regularly scheduled collections.

(k) In order to provide an orderly procedure in the case of title transfers and to assist in the maintenance of a current, up to date roster of Unit Owners or occupants, each Unit Owner shall give the Secretary of the Condominium Association timely notice of his intent to list his Unit for sale or lease, and upon closing of title or execution of the lease, as the case may be, shall forthwith notify such Secretary of the names and home addresses of the purchasers or lessees.

(l) No Unit Owner or occupant shall build, plant, or maintain any matter or thing upon, in, over or under the General or Limited Common Elements without the prior written consent of the Board unless permitted by any Rules and Regulations promulgated by the Board.

(m) Each Unit Owner shall be responsible for the maintenance and cleaning of the interior surfaces of all windows and skylights, and the front door and back door, if any, of his Unit, and any locks, hinges, or other hardware pertaining to them. Each Unit Owner shall be solely responsible for any repair or replacement of any broken glass or damaged screens in any windows and skylights, and the front door and back door, if any, of his Unit.

(n) No noxious or offensive activities shall be carried on, in or upon the Common Elements or in any Unit nor shall anything be done therein either willfully or negligently which may be or become an annoyance or nuisance to the other residents in the Condominium.

(o) No bird, reptile or animal of any kind shall be raised, bred, or kept in any Unit or anywhere else within the Condominium, except that one (1) dog or one (1) cat per Unit is permitted, provided it is not kept, bred or maintained for any commercial purposes, is housed within the Unit and the Unit Owner having such pet abides by all applicable Rules and Regulations. No outside pens, runs or yards shall be permitted.

(p) Nothing shall be done or kept in any Unit or in or upon the Common Elements which will increase the rates of insurance of any Building or the contents thereof beyond the rates applicable for the Units, without the prior written consent of the Board. No Owner shall permit anything to be done or kept in his Unit or in or upon the Common Elements which will result in the cancellation of insurance on any Building or the contents thereof, or which will be in violation of any law.

(q) No exterior loudspeakers other than those contained in portable radios or television sets shall be permitted on the Property.

(r) No Unit Owner or occupant shall burn, chop or cut anything on, over or above the Property.

(s) No immoral, improper, offensive or unlawful activity shall be permitted within any Unit or upon the Property; and all laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereover shall be observed.

(t) No vehicle of a size larger than a panel truck, no vehicle bearing any commercial signs or lettering, and no mobile home, recreational vehicle, boat, boat trailer or the like shall be parked on any part of the Property without written consent of the Board, except those vehicles temporarily on the Property for the purpose of servicing the Property itself or one of the Units.

(u) No Unit Owner shall cause or permit any clothes, sheets, blankets, or laundry of any kind, or plants or planters, or any other articles to be hung or displayed on the outside of windows or placed on the outside windowsills, walls, patios or balconies of any Building, parking areas or other Common Element; no sheets, blankets, or laundry of any kind shall be hung or displayed on the inside of windows, and no signs, awnings, grills, patio or balcony enclosure, fence, canopies, shutters, or radio or television antenna or aerial shall be erected or installed in or upon the Common Elements or any part thereof without the prior consent of the Board.

(v) No water bed shall be permitted in any Unit.

(w) No Unit Owner shall place or store any item in any "attic" space or other space above the gypsum board or other material constituting the ceiling of his Unit. No Unit Owner shall enter, or permit any other person to enter, such "attic" or other space, or the roof of any Building.

(x) No ceramic tile or hardwood flooring may be installed in any unit located above the ground floor except in bathrooms.

(y) All Units must be heated to the extent necessary to prevent damage from freezing temperatures during the months of October through April, inclusive, regardless of whether or not occupied. Any Unit Owner failing to heat his Unit adequately shall be assessed for the costs of any damage caused to any portion of the Condominium due to his neglect, or if such damage is insured by the Association, for any deductible or other amount not received by the Association from the proceeds of the insurance.

10.02. Restrictions on Alterations. Nothing shall be done to any Unit or on or in the Common Elements which will impair the structural integrity of any Building or which will structurally change any Building. No Owner (other than the Sponsor) may make any structural additions, alterations or improvements in or to his Unit or in or to the Common Elements or impair any easement without the prior written approval of the Board. The Board shall have the obligation to answer any written request received by it from a Unit Owner for approval of a proposed structural addition, alteration or improvement to his Unit within sixty (60) days after the receipt of such request, and failure to do so within the stipulated time shall constitute approval of the proposal. Any application to any municipal authority for a permit to make an addition, alteration or improvement in or to any Unit must be reviewed by the Board and may then be submitted by the Unit Owner. Such approval shall not incur any liability on the part of the Association to any contractor, subcontractor, or materialman on account of such addition, alteration, or improvement, or to any person having any claim for injury to person or damage to property arising therefrom. The Unit Owner(s) shall

furnish the Board with a copy of any such permit which he has procured. This Section shall not apply to Units owned by the Sponsor and held for sale in the ordinary course of Sponsor's business. Despite the foregoing, nothing herein shall be construed to prohibit the reasonable adaptation of any Unit for use by a handicapped resident in accordance with the provisions of the Fair Housing Amendments Act of 1988, as amended from time to time.

10.03. Restrictions on Leasing. Except as hereinafter provided, no Unit shall be leased by the Owner thereof (except the Sponsor or a lender in possession of such Unit following a default in a first mortgage, a foreclosure proceeding or by any deed or other arrangement in lieu of foreclosure) or otherwise utilized for transient or hotel purposes, which shall be defined as (i) rental for any period less than six (6) months; or (ii) any rental where the occupants of the Unit are provided customary hotel services, such as room service for food and beverages, maid service, furnishing laundry and linen, and bellboy service. No Unit Owner may lease less than an entire Unit.

Subject to the foregoing restrictions, the Unit Owners shall have the right to lease their Units, provided that a lease is in writing and made subject to all provisions of this Master Deed, the By-Laws of the Association and other documents referred to herein, including the right of amendment reserved to Sponsor herein, and provided further that any failure of the lessee to fully comply with the terms and conditions of such documents shall constitute a material default under the lease and be grounds for termination and eviction.

In the event a tenant of a Unit fails to comply with the provisions of this Master Deed, the By-Laws or Rules and Regulations then, in

addition to all other remedies which it may have, the Association shall notify the Unit Owner of such violation(s) and demand that the same be remedied through the Unit Owner's efforts within thirty (30) days after such notice. If such violation(s) is not remedied within such thirty (30) day period, then the Unit Owner shall immediately thereafter, at his own cost and expense, institute and diligently prosecute an eviction action against his tenant on account of such violation(s). Such action shall not be compromised or settled without the prior written consent of the Association. In the event the Unit Owner fails to fulfill the foregoing obligation, then the Board shall have the right, but not the duty, to institute and prosecute such action as attorney-in-fact for the Unit Owner and at the Unit Owner's sole cost and expense, including all legal fees incurred. Said cost and expense shall be deemed to constitute a Common Expense lien on the particular Unit involved, and collection thereof may be enforced by the Board in the same manner as the Board is entitled to enforce collection of Common Expenses. By acceptance of a deed to any Unit, each and every Unit Owner does thereby automatically and irrevocably name, constitute, appoint and confirm the Board as his attorney-in-fact for the purposes described in this Section.

ARTICLE XI

INSURANCE

11.01. Insurance. The Board shall obtain and continue in effect blanket property insurance on the Common Elements in an amount equaling replacement value (exclusive of land, foundations or slabs, excavations and such other items as are usually excluded from insurance coverage) and in form satisfactory to any Permitted Mortgage Holder holding first mortgages on a majority of the Units, but without prejudice to the right of the Owner of any

Unit to obtain individual Unit insurance at his own cost. In addition, the Board shall obtain and continue such other amounts of insurance as may be required by the provisions of the By-Laws. Premiums for all such insurance coverage except for individual Unit coverage shall be a Common Expense to be included in the Annual Common Expense Assessment.

11.02. Disposition of Insurance Proceeds. If any Building, any improvement or Common Element or any part thereof is damaged or destroyed by fire or casualty, the repair, restoration or ultimate disposition of any insurance proceeds shall be in accordance with the provisions of this Article XI.

11.03. Insurance Proceeds Less Than or Equal to \$25,000. If the insurance proceeds derived from such loss amount to \$25,000.00 or less, the Board shall contract with any licensed contractor or contractors to rebuild or repair such damage or destroyed portions of the Property in conformance with the original plans and specifications, or if adherence to such original plans and specifications is impracticable in the discretion of the Board, then in conformance with revised plans and specifications provided such repairs or rebuilding shall be of a quality and kind substantially equivalent to the original construction. The Board shall accept bids only in specific amounts and shall not enter into any cost-plus or other sliding scale arrangement for compensation to the contractor.

11.04. Insurance Proceeds Greater than \$25,000. If the insurance proceeds derived from such loss exceed \$25,000.00, all such insurance proceeds shall be paid directly to an Insurance Trustee as may be designated by the Board, as trustee for all Permitted Mortgage Holders holding first mortgages on any portion of the Property, and all Unit Owners as their interests may

then appear. Disbursement of such funds shall be made only upon the signatures of a majority of the members of the Board in accordance with the following:

(a) Upon notification of the receipt of insurance proceeds by the Insurance Trustee or at such earlier date as may be determined by the Board, the Board shall enter into a contract for a specific dollar amount with a licensed contractor or contractors for the repair or rebuilding of all of the damaged or destroyed portions of the Property, as nearly as practicable to the original plans and specifications thereof and in accordance with all applicable building codes.

(b) The Board shall enter into said contract with a licensed contractor or contractors which shall have provisions for periodic disbursements of funds by the trustee. Disbursements to the contractor shall be made subject to the prior presentation of an architect's certificate and contractor's requisition containing such provisions as may be appropriate under the circumstances and deemed suitable by the Board.

(c) The Board shall employ a properly qualified party to supervise the repair and rebuilding to insure that such work, services and supplies are of proper quality and that construction is completed in a workmanlike manner and according to plans and specifications.

11.05. Responsibility of Unit Owner. If the damage is only to those parts of a Unit for which the responsibility for maintenance and repair is that of the Owner, then that Owner shall be responsible for reconstruction and repair, but the proceeds of any insurance that may have been obtained by the Association shall be made available for such purpose. Subject to the

provisions of this Master Deed, in all other instances the responsibility of reconstruction and repair after casualty shall be that of the Association.

11.06. Insurance Proceeds Insufficient. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair of damaged or destroyed Units, or if at any time during or upon completion of reconstruction and repair, the funds for payment of the costs thereof are insufficient, assessments shall be made against all Owners whose Units were damaged or destroyed, in sufficient amounts to provide funds for the payment of such costs. Despite anything to the contrary in this Master Deed or By-Laws, such assessments shall be in proportion to the Unit Owner's percentage interest in the Common Elements. The foregoing provisions of this Section 11.06 are applicable to the repairs and reconstruction to be undertaken by the Association and do not cover damages to those portions of the Unit for which the responsibility of maintenance and repair and the costs thereof is that of the Unit Owner; provided that any portion of the insurance proceeds representing damage for which the responsibility of reconstruction and repair lies with an individual Unit Owner shall be paid to said Unit Owner, or if there is a mortgage endorsement as to such Unit, then to the Unit Owner and mortgagee, jointly.

11.07. Excess Insurance Proceeds. If the amount of available insurance proceeds should exceed the cost of any such reconstruction or repair, the excess shall be retained by the Association and applied by it to reduce Common Expenses of the Unit Owners.

11.08. Assignment to Permitted Mortgage Holder. In the event the Association determines not to repair or restore the damaged property in accordance with N.J.S.A. 46:8B-24, any insurance proceeds payable to a Unit

Owner as a result of damage or destruction to his Unit and/or interest in the Common Elements are hereby assigned and shall be paid to any appropriate mortgage holder(s) as their interests may appear, for application to the appropriate mortgage indebtedness and the excess, if any, shall be paid to the appropriate Unit Owners, all in accordance with N.J.S.A. 46:8B-24.

ARTICLE XII

EMINENT DOMAIN

12.01. General. This Article shall be deemed to be supplemental to and not in derogation of the provisions of N.J.S.A. 46:8B-25.

12.02. Notice and Participation of Unit Owners. If any building, improvement or Common Element or any part thereof shall be taken, injured or destroyed by eminent domain, each Unit Owner affected shall be entitled to notice of such taking and to participate through the Association in the proceedings incident thereto.

12.03. Allocation of Awards. Any awards made in connection with such proceedings shall be collected by the Association and applied or distributed by it in accordance with the following and Section 5.02 hereof, unless the award or decree provides to the contrary.

12.04. Reallocation Following Condemnation.

(a) Units Rendered Uninhabitable. Upon acquisition by the condemning authority, each affected Unit's entire percentage interest and its corresponding liability for payment of Common Expenses shall be automatically reallocated to the remaining Units on the same basis as their respective percentage interests were initially established. The Association shall promptly prepare, execute, and record an amendment to the Master Deed reflecting the reallocations. Any remnant of a Unit which has been rendered

uninhabitable remaining after a part of a Unit is taken under this subsection shall thereafter be a Common Element.

(b) Units Remaining Habitable. Upon acquisition by the condemning authority, (i) the percentage interest of each affected Unit and its corresponding liability for payment of Common Expenses shall be reduced in proportion to the reduction in square footage of each such Unit as compared with the aggregate square footage of all Units before the taking, and (ii) the portion of percentage interest and Common Expense liability divested from the acquired Unit shall be automatically reallocated to the remaining Units in proportion to their respective percentage interests with the partially acquired Unit(s) participating in the reallocation on the basis of their reduced percentage interest and liabilities.

(c) If a part of the Common Elements is acquired by eminent domain, the award must be paid to the Association unless the decree provides that the Association shall divide any portion of the award not used for any restoration or repair of the remaining Common Elements among the Unit Owners affected in proportion to their respective damage suffered and their respective percentage interest in the Common Elements before the taking on an equitable basis.

ARTICLE XIII

PROTECTIVE PROVISIONS FOR THE BENEFIT OF ELIGIBLE MORTGAGE HOLDERS

13.01. General. Anything to the contrary in this Master Deed or the By-Laws or Certificate of Incorporation notwithstanding, the provisions of this Article XIII shall apply with respect to each Eligible Mortgage Holder.

13.02. Prior Written Approval of 51% of Eligible Mortgage Holders. The prior written approval of at least fifty-one (51%) percent of

the Eligible Mortgage Holders is required for any material amendment to this Master Deed or to the By-Laws or Certificate of Incorporation including, but not limited to, any amendment which would change any provision relating to:

- (a) voting rights;
- (b) reserves for maintenance, repair and replacement of Common

Elements;

- (c) responsibility for maintenance and repairs;
- (d) reallocation of interests in the General or Limited Common

Elements or rights to their use;

- (e) boundaries of any Unit;
- (f) convertibility of Units into Common Elements or vice

versa;

(g) expansion or contraction of the Condominium, or the addition, annexation or withdrawal of land to or from the Condominium;

- (h) insurance or fidelity bonds;
- (i) leasing of Units;

(j) imposition of any restrictions upon a Unit Owner's right to sell or transfer his or her Unit;

(k) a decision by the Association to establish self-management rather than professional management;

(l) restoration or repair of the Condominium (after damage, destruction or condemnation) in a manner other than that specified in this Master Deed;

(m) any action to terminate the legal status of the Condominium as a Condominium after substantial damage or condemnation occurs; or

(n) any provisions that expressly benefit Eligible Mortgage Holders.

13.03. Prior Written Approval of 67% of Eligible Mortgage Holders. The prior written approval of at least sixty-seven (67%) percent of the Eligible Mortgage Holders is required before the effectuation of any decision by the Unit Owners to terminate the legal status of the Condominium as a Condominium for reasons other than substantial destruction or condemnation of the Property.

13.04. Notice of Non-Material Amendment. Any Eligible Mortgage Holder who requests same shall be entitled to receive thirty (30) days advance notice from the Association of any proposed non-material amendment to the Master Deed, the By-Laws or the Certificate of Incorporation permitted by same, which notice shall include a copy of the proposed change; and any Eligible Mortgage Holder shall be deemed to have implicitly approved such change as proposed unless it states in a written response to the Association its objections or comments relative to such proposed change.

13.05. Notice. Any Eligible Mortgage Holder shall be entitled to timely written notice of:

(a) any condemnation or casualty loss that affects either a material portion of the Condominium or the Unit securing the Eligible Mortgage Holder's mortgage; and no Unit Owner or other party shall have priority over such Eligible Mortgage Holder with respect to the distribution to such Unit(s) of the proceeds of any condemnation award of settlement in the event of condemnation or with respect to the distribution to such Unit(s) of any insurance proceeds in the event of casualty loss; and

(b) any sixty (60) day delinquency in the payment of Common Expense Assessment installments or other assessments or charges owed to the Association by the Owner of any Unit on which the Eligible Mortgage Holder holds a mortgage; and

(c) a lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association; and

(d) any proposed action that requires the consent of a specified percentage of Eligible Mortgage Holders.

13.06. No Partition. No Unit in the Condominium may be partitioned or subdivided without the prior written approval of any Eligible Mortgage Holder for such Unit.

13.07. Common Expense Lien Subordinate. Any lien the Association may have on any Unit in the Condominium for the payment of Common Expense Assessments attributable to such Unit is subordinate to the lien or equivalent security interest of any first mortgage on the Unit held by an Eligible Mortgage Holder and recorded prior to the date any such Common Expense Assessment became due.

13.08. Inspection of Records. Any Eligible Mortgage Holder shall upon request, (a) be permitted to inspect the books and records of the Association during normal business hours and (b) receive an annual audited financial statement of the Association within ninety (90) days following the end of any fiscal year of the Association. The Association shall maintain current copies of the Master Deed, Certificate of Incorporation, By-Laws and Rules and Regulations, and any respective amendments thereto.

13.09. Notice of Meetings. Any Eligible Mortgage Holder shall receive written notice of all meetings of the Association and be permitted to designate a representative to attend all such meetings.

13.10. Liability for Common Expense Assessments. Any Eligible Mortgage Holder that obtains title to a Unit as a result of foreclosure, or by deed or assignment in lieu of foreclosure, or any purchaser in a foreclosure sale, or their respective successors and assigns, is not liable for the share of Common Expenses or other assessments by the Association pertaining to such Unit or chargeable to the former Unit Owner which became due prior to acquisition of title. Such unpaid share of Common Expenses and other assessments shall be deemed to be Common Expenses collectible from all of the remaining Unit Owners including such acquirer, his successors and assigns.

13.11. Management Agreements. Any management agreement for the Condominium will be terminable by the Association with or without cause upon thirty (30) days prior written notice thereof, and the term of any such agreement shall not exceed one (1) year.

13.12. Common Expense Default. Despite the absence of any express provision to such effect in the mortgage instrument, in the event that there is any default in the payment of any installment of a Common Expense Assessment with respect to any Unit, either regular or special, any Eligible Mortgage Holder holding a mortgage which encumbers such Unit shall be entitled to declare such mortgage in default in the same manner that is permitted by such mortgage with respect to any default in the payment of real estate taxes.

ARTICLE XIV

SPONSOR'S RIGHTS AND OBLIGATIONS

14.01. Ratification, Confirmation and Approval of Agreements

The fact that some or all of the officers, Directors, Members or employees of the Association and the Sponsor may be identical, and the fact that the Sponsor or its nominees, have heretofore or may hereafter enter into agreements with the Association or with third parties, will not invalidate any such agreements and the Association and its Members, from time to time, will be obligated to abide by and comply with the terms and conditions thereof. The purchase of a Unit, and the acceptance of the Deed therefor by any party, shall constitute the ratification, confirmation and approval by such purchaser, his heirs, legal representatives, successors and assigns, of the propriety and legality of said agreements or said agreement, or any other agreements authorized and permitted by the New Jersey Condominium Act, this Master Deed, the Certificate of Incorporation or the By-Laws.

14.02. Rights Reserved to Sponsor. Anything to the contrary herein or in the Certificate of Incorporation or By-Laws of the Association notwithstanding, Sponsor hereby reserves for itself, its successors and assigns, for so long as it owns one or more Units in the Condominium, the right to sell, lease, mortgage or sublease any unsold Units within the Condominium.

14.03. Right to Incorporate Additional Phases, Buildings and Units Into Condominium. Notwithstanding anything contained in this Master Deed, the Sponsor, on behalf of itself, its successors and assigns, hereby reserves the right, in its sole discretion, at any time within seven (7) years of the date of the recording of this Master Deed, to amend and supplement this

Master Deed without the consent of the Board, the Pointe De Jardin Condominium Association, any Unit Owner, any Permitted Mortgagee, or any other party holding a legal or equitable interest in the Condominium to incorporate within the Condominium some or all of the undeveloped portions of the lands and premises and to incorporate additional Phases, Buildings, Units and site improvements and thereby subject same to the New Jersey Condominium Act and the terms and provisions of this Master Deed. Such incorporation may result in the Condominium consisting of up to three hundred sixty (360) Units. The actual development of the Condominium will be subject to regulation by those governmental authorities having jurisdiction of same; however, the Sponsor reserves the right to modify and/or amend the development plan from time to time. Such right includes changing the aggregate number of Units contemplated for the Condominium or of any section thereof, as well as the configuration, design, floor plans, mix, materials, model type, square footage or percentage interest of any unsold Unit or any Common Elements which have not been legally assigned to a specific Unit which has been sold to an individual purchaser by the Sponsor. Any Amendment to this Master Deed shall not be operative until duly recorded in the Monmouth County Clerk's Office. The Amendment shall also be registered with the New Jersey Department of Community Affairs, pursuant to N.J.S.A. 45:22A-21 et seq. and the regulations promulgated thereunder.

Despite the foregoing, the Sponsor shall be under no obligation to incorporate any specific number of Units into the Condominium. The Sponsor's reserved right to incorporate additional Units as part of the Condominium shall be exercised by the Sponsor by the recordation in the Monmouth County Clerk's Office of an appropriate Amendment and Supplement to this Master Deed expressly incorporating the additional Units into the Condominium. Any such

Amendment and Supplement shall include such amendatory, supplemental or replacement exhibits as are necessary to legally and graphically identify the additional Units. When recorded, any such Amendment and Supplement shall be fully binding upon all contract purchasers, Unit Owners, holders of mortgages encumbering Units and any other lienholder or party having a legal or equitable interest in the Condominium.

By acceptance of a Deed to any Unit or by the acceptance of any other legal or equitable interest in the Condominium, each and every such contract purchaser, Unit Owner, mortgagee or other lienholder or party having a legal or equitable interest in the Condominium automatically and irrevocably names, constitutes, appoints and confirms the Sponsor, its successors and assigns, as Attorney-in-Fact for the purpose of executing such Amendment and Supplement to this Master Deed and any other instrument(s) necessary to effect the foregoing rights reserved to the Sponsor.

This power of attorney is expressly declared and acknowledged to be coupled with an interest in the subject matter hereof and shall run with the title to any and all Units and be binding upon the heirs, personal representatives, successors and assigns of any of the foregoing parties. Further, such power of attorney shall not be affected by the death or disability of any principal and is intended to deliver all rights, title, interest and obligations of the principal in and with respect to such power.

14.04. Transfer of Special Sponsor's Rights. No special rights created or reserved to the Sponsor under this Master Deed ("Special Sponsor Rights") may be transferred except by an instrument evidencing the transfer recorded in the Office of the Clerk of Monmouth County, New Jersey. The instrument shall not be effective unless executed by the transferee.

14.07. Foreclosure, Bankruptcy, Receivership. Upon foreclosure, sale by a trustee under a deed of trust, or sale under any bankruptcy or receivership proceedings, of all Units in the Condominium owned by Sponsor;

(a) The Sponsor ceases to have any such Special Sponsor Rights, and

(b) The period of Sponsor control terminates unless the judgment or instrument conveying title provides for transfer of all such Special Sponsor Rights to a successor to Sponsor.

14.08. Liability of Successors. The liabilities and obligations of persons who succeed to all Special Sponsor Rights are as follows:

(a) A successor to all such Special Sponsor Rights who is an Affiliate of the Sponsor is subject to all obligations and liabilities imposed on any Sponsor by law or by the Master Deed.

(b) A successor to all such Special Sponsor Rights, other than a successor described in Section 14.08(c) or (d) hereof who is not an Affiliate of Sponsor, is subject to all obligations and liabilities imposed upon Sponsor by law or the Master Deed, but he is not subject to liability for misrepresentations or warranty obligations on improvements made by any previous Sponsor or made before the Condominium was created, or for a breach of fiduciary obligation by any previous Sponsor.

(c) A successor to only a Special Sponsor Right to maintain models, sales offices and signs, if he is not an Affiliate of Sponsor, may not exercise any other Special Sponsor Right, but is not subject to any liability or obligation as a Sponsor.

(d) A successor to all Special Sponsor Rights who is not an Affiliate of Sponsor and who succeeded to those rights pursuant to a deed in

lieu of foreclosure or a judgment or instrument conveying title to Units under Section 14.06 aforesaid, may declare his intention in a recorded instrument to hold those rights solely for transfer to another party. Thereafter, until transferring all such Special Sponsor Rights to any person acquiring title to any Unit owned by the successor, or until recording an instrument permitting exercise of all those rights, that successor may not exercise any of those rights other than right to control the Board for the duration of any period of Sponsor control, and any attempted exercise of those rights is void. So long as a successor Sponsor may not exercise special rights under this section, he is not subject to any liability or obligation as a Sponsor other than liability for the successor's acts and omissions under the Master Deed.

14.09. Ineffectiveness. Nothing in this Article XIV subjects any successor to a Special Sponsor Right to any claims against or other obligations of a transferor other than claims and obligations arising under the Master Deed.

ARTICLE XV

GENERAL PROVISIONS

15.01. Duration. The provisions of this Master Deed shall be perpetual in duration, shall run with and bind all of the land included in the Condominium and shall inure to the benefit of and be enforceable by the Association and the Unit Owners, their respective successors, assigns, heirs, executors, administrators, and personal representatives, except that the covenants and restrictions set forth in Article X shall have an initial term of forty (40) years from the date this Master Deed is recorded in the office of the Monmouth County Clerk, at the end of which period such covenants and restrictions shall automatically be extended for successive periods of ten

(10) years each, unless at least two-thirds (2/3) of the Unit Owners at the time of expiration of the initial period, or of any extension period, shall sign an instrument, or instruments (which may be in counterparts), in which they shall agree to change said covenants and restrictions in whole or in part; but no such agreement shall become binding unless written notice containing the terms of the proposed agreement is sent to every Owner at least ninety (90) days in advance of the action taken in authorizing said agreement; and, in any event, any changes concerning any such agreement shall not become effective and binding until three (3) years after the recording of the aforesaid fully executed instrument or instruments containing such agreement, and provided further, that in no event may the Common Elements be conveyed to any third person, firm or corporation, without the express consent, by ordinance, of the governing body of the Township of Marlboro (or such municipal corporation or other governmental entity as may then have zoning and subdivision jurisdiction over the Property).

15.02. Termination. Notwithstanding anything to the contrary herein, an amendment, deed of revocation, or other document shall be effective to terminate the Condominium form of ownership upon the written approval of eighty (80%) percent in interest of all non-Sponsor Unit Owners, and the written approval of the Sponsor for so long as it holds one (1) Unit for sale in the ordinary course of its business.

15.03. Amendment of Master Deed. In addition to the rights of amendment reserved to the Sponsor in Sections 9.02 and 14.03, this Master Deed may be amended at any time after the date thereof by a vote of at least sixty-seven (67%) percent of all Unit Owners, at any meeting of the Association duly held in accordance with the provisions of the By-Laws

provided, however, that any amendment so requiring it under the provisions of Article XIII, shall also have the prior written approval of fifty-one (51%) percent of the Eligible Mortgage Holders. The Sponsor shall not be permitted to cast any votes held by them for unsold Units to amend the Master Deed, By-Laws or any other document for the purpose of changing the permitted use of a Unit or for the purpose of reducing the Common Elements or common facilities. No amendment shall be effective until recorded in the Office of the Clerk of Monmouth County, New Jersey. This paragraph is by way of supplement to and not in derogation of the powers of amendment reserved to Sponsor pursuant to Article IX hereof. In the alternative, an amendment may be made by an agreement, signed and acknowledged by sixty-seven (67%) percent of the Unit Owners and the required percentage of Eligible Mortgage Holders, if any, in the manner required for the execution of a deed, and such amendment shall be effective when recorded in the Office of the Clerk of Monmouth County, New Jersey.

15.04. Enforcement. Enforcement of this Master Deed shall be by any appropriate proceeding in law or equity in any court or administrative tribunal having jurisdiction against any person or persons, firm or corporation violating or attempting to violate any covenant herein contained; either to restrain or enjoin such violation or threatened violation, or to recover damages; and against any Owner to enforce any lien created by this Master Deed in any covenant herein contained. Failure by the Association or any Member thereof to enforce any covenant herein contained for any period of time shall in no event be deemed a waiver or estoppel of the right to thereafter enforce the same.

15.05. Maintenance by Municipality. In the event the Condominium is not maintained in reasonable order and condition, the Township of Marlboro shall have the right to enter upon and maintain it. The assumption of such maintenance responsibility shall be in accordance with the procedure set forth in N.J.S.A. 40:55D-43(b). The cost of same shall be assessed, enforced and collected in accordance with the provisions of N.J.S.A. 40:55D-43(c). Despite any limitations as to the applicability of N.J.S.A. 40:55D-43(b) and (c) aforesaid to the maintenance of "open space", provisions of this section shall be deemed to apply to all maintenance obligations as set forth in this Master Deed. The cost of such maintenance by the municipality shall be assessed pro rata against the Owner of each Unit affected thereby and shall become a lien and tax on each such Unit, and shall be enforceable by the Township of Marlboro in the manner provided by law with respect to real estate taxes assessed directly against each such Unit.

15.06. Validity. The invalidity of any provision of this Master Deed, the Certificate of Incorporation, or By-Laws of the Association shall not be deemed to impair or affect in any manner the validity or enforceability or affect the remainder of this Master Deed or said By-Laws and in such event all of the other provisions of this Master Deed and said By-Laws shall continue in full force as if such invalid provisions had never been included.

15.07. Waiver. No provision contained in this Master Deed shall be deemed to have abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

15.08. Gender. The use of the masculine gender in this Master Deed shall be deemed to refer to the feminine gender and the use of the

singular shall be deemed to refer to the plural, and vice versa, whenever the context so requires.

15.09. Rule Against Perpetuities. If any provision of this Master Deed or the By-Laws shall be interpreted to constitute a violation of the rule against perpetuities, then such provision shall be deemed to remain in effect until the death of the last survivor of the now living descendants of George Herbert Walker Bush, President of the United States of America, plus twenty-one (21) years thereafter.

15.10. Exhibits. Attached hereto and made a part hereof are the following Exhibits:

- EXHIBIT "A" - Legal Description of the Entire Property
- EXHIBIT "A-1" - Legal Description of Sections 1 and 2
- EXHIBIT "B" - Site Plan for the Entire Property
- EXHIBIT "C" - Architectural Drawings and Floor Plans
- EXHIBIT "D" - Certificate of Incorporation of the Pointe De Jardin Condominium Association, Inc.
- EXHIBIT "E" - By-Laws of the Pointe De Jardin Condominium Association, Inc.
- EXHIBIT "F" - Schedule Percentage of Interest in Common Elements
- EXHIBIT "G" - Chart of Maintenance Responsibilities
- EXHIBIT "H" - Rules and Regulations

EXHIBIT 1A

Legal Description of the Entire Property

Not Certified Copy

DB5128-0801

LYNCH, CARMODY, GIULIANO & KAROL, P.A.CONSULTING ENGINEERS • LAND PLANNERS • SURVEYORS • LANDSCAPE ARCHITECTS
ENVIRONMENTAL STUDIESFile No. 0349-1May 11, 1989
Revised 8/1/91*Registered Professional Staff:*Thomas F. Lynch
Cornelius P. Carmody (1970-1984)
Michael J. Giuliano, Jr.
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Craig S. Keller
Martin G. Miller, III
R. Niels Sperling
Andrew R. Stockton
William Voeltz**DESCRIPTION OF PROPERTY
SITUATED IN
MARLBORO TOWNSHIP, MONMOUTH COUNTY, NEW JERSEY**

Being known as Lots 3.01, 3.02, 3.03 and 3.04, Block 53 as shown on a map entitled "Major Subdivision Section 1, Lots 2A & 3, Block 53 situated in Marlboro Twp., Monmouth Cty., N.J.", filed 8/25/89, Case No. 233-32. Said property also being known and designated as Lots 7 and 8, Block 176, formerly Lots 2A and 3 Block 53 as shown on the current tax assessment maps of Marlboro Township, Monmouth County, New Jersey, Sheet Nos. 54 and 67.

BEGINNING at a point on the southerly line, (60 R.O.W.), of Texas Road at the division line of Lots 6 and 7, Block 176; thence running

1. N. 83 degrees 15 minutes 19 seconds E., 523.11 feet along said line of Texas Road to a point on the southwesterly line of Texas Road Access Road; thence the following eight (8) courses along said Access Road.
2. S. 68 degrees 58 minutes 01 seconds E., 38.93 feet to a point on a curve; thence
3. Along a curve to the right, in a southerly direction, having a radius of 40.00 feet, an arc length of 21.48 feet to a point of reverse curvature; thence
4. Along a curve to the left, in a southeasterly direction, having a radius of 275.00 feet, an arc length of 231.11 feet to a point of tangency; thence
5. S. 57 degrees 14 minutes 41 seconds E., 152.84 feet to a point of curvature; thence
6. Along a curve to the right, in a southeasterly direction, having a radius of 225.00 feet, an arc length of 97.90 feet to a point of compound curvature; thence

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7. Along a curve to the right, in a southeasterly direction, having a radius of 5820.00 feet, an arc length of 769.68 feet to a point of compound curvature; thence
8. Along a curve to the right, in a southwesterly direction, having a radius of 30.00 feet, an arc length of 35.78 feet to a point of reverse curvature; thence
9. Along a curve to the left, in a southerly then northeasterly direction, having a radius of 50.00 feet, an arc length of 129.24 feet to a point; thence
10. S. 76 degrees 00 minutes 10 seconds W., 597.22 feet to a point; thence
11. S. 02 degrees 04 minutes 20 seconds E., 943.60 feet to a point; thence
12. S. 77 degrees 22 minutes 10 seconds W., 693.57 feet to a point; thence
13. N. 11 degrees 02 minutes 00 seconds W., 1080.00 feet to a point; thence
14. N. 05 degrees 58 minutes 00 seconds E., 1289.22 feet to the point and place of BEGINNING.

Containing 48.82 Ac.

The above described property taken from the following maps:
(1) "Map of Survey of Lots 3 & 30, Block 53 Tax Map situated in Marlboro Township, Monmouth County, New Jersey" prepared by Richard K. Hauser, dated June 1988; (2) "Map of Survey of Lot 2A, Block 53 Tax Map situated in Marlboro Township, Monmouth County, New Jersey" prepared by Richard K. Hauser, dated May 27, 1988.

The property subject to the following easements as shown on the aforementioned survey maps:

- A. Slope easements of various lengths and widths along Texas Road and Texas Road Access Road;
- B. Also subject to a 20-foot wide drainage easement intersecting the southerly line of Texas Road. The centerline of said easement being 439 feet more or less measures in an easterly direction along the southerly line of Texas Road from the BEGINNING point of the above described property.

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- C. Also subject to a 20-foot wide drainage easement intersecting the westerly line of the access road. The centerline of said easement being 86 feet more or less measured in a southeasterly direction along the westerly line of the access road from the terminus of the 2nd course of the above described property.
- D. Also subject to a 20-foot wide drainage easement intersecting the westerly line of the access road. The centerline of said easement being 71 feet more or less measured in a southeasterly direction along the westerly line of the access road from the 4th course of the above described property.
- E. A 50-foot Wide Sanitary Sewer Easement being more particularly described as follows:
- F. Said property also subject to a Conservation Easement and Sight Triangle Easement as shown on the aforementioned Subdivision Map.

BEGINNING at a point on the line of the 10th course of the above described property. Said point being N. 76 degrees 00 minutes 10 seconds E., 145.20 feet from the terminus of said 10th course; thence running

1. S. 76 degrees 00 minutes 10 seconds W., 51.06 feet to a point; thence
2. N. 02 degrees 17 minutes 50 seconds W., 970.00 feet to a point on a curve; thence
3. Along a curve to the right, in a southerly direction, having a radius of 225.00 feet, an arc length of 70.24 feet to a point; thence
4. S. 02 degrees 17 minutes 50 seconds E., 910.72 feet to the point and place of BEGINNING.

Contains 48.82 Acres

RNS/bb
Doc6 "B349-1NS"

EXHIBIT 1A-1

Legal Description for Sections 1 and 2

Not Certified Copy

DB5128-0805

LYNCH, CARMODY, GIULIANO & KAROL, P.A.
CONSULTING ENGINEERS • LAND PLANNERS • SURVEYORS • LANDSCAPE ARCHITECTS
ENVIRONMENTAL STUDIES

File No. 0349-1

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Revised 7/30/91

Registered Professional Staff:

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Martin G. Miller, III
R. Niels Sperling
Andrew R. Stockton
William Voeltz

**DESCRIPTION OF PROPERTY
SITUATED IN
MARLBORO TOWNSHIP, MONMOUTH COUNTY, NEW JERSEY**

Being known as Lot 3.03, Block 53 as shown on a map entitled "Major Subdivision Section 1 Lots 2A & 3 Block 53 situated in Marlboro Twp., Monmouth Cty., N.J." filed 8/25/89, Case No. 233-32. Said property also being known and designated as a portion of Lots 7 and 8, Block 176, formerly Lot 2A and 3, Block 53, as shown on the current tax assessment maps of Marlboro Township, Monmouth County, New Jersey Sheet Nos. 54 and 67.

BEGINNING at a point on the southerly line of Texas Road. Said point being at the division line between Lots 3.03 and 4, Block 53 as shown on the above mentioned filed map; thence running

1. N. 83 degrees 15 minutes 19 seconds E., 523.11 feet along Texas Road to a point on the southwesterly line of an access road thence the following six (6) courses along said Access Road.
2. S. 68 degrees 58 minutes 01 seconds E., 38.93 feet to a point on a curve; thence
3. Along a curve to the right in a southerly direction having a radius of 40.00 feet, an arc length of 21.48 feet, a chord bearing of S. 24 degrees 28 minutes 46 seconds E., 21.23 feet to a point of reverse curvature; thence
4. Along a curve to the left in a southeasterly direction having a radius of 275.00 feet, an arc length of 231.11 feet, a chord bearing of S. 33 degrees 10 minutes 08 seconds E., 224.37 feet to a point of tangency; thence
5. S. 57 degrees 14 minutes 41 seconds E., 152.84 feet to a point of curvature; thence
6. Along a curve to the right in a southeasterly direction having a radius of 225.00 feet, an arc length of 97.90 feet, a chord bearing of S. 44 degrees 46 minutes 47 seconds E., 97.13 feet to a point of compound curvature; thence

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7. Along a curve to the right in a southeasterly direction having a radius of 5820.00 feet, an arc length of 144.78 feet, a chord bearing of S. 31 degrees 36 minutes 09 seconds E., 144.78 feet to a point. Said point being at the division line between Lots 3.03 and 3.04, Block 53 as shown on the aforementioned Filed Map; thence the following four (4) courses along said division line
8. S. 57 degrees 06 minutes 09 seconds W., 378.18 feet to a point; thence
9. S. 87 degrees 05 minutes 19 seconds W., 28.00 feet to a point on a curve; thence
10. Along a curve to the left in a northerly direction having a radius of 286.00 feet, an arc length of 141.90 feet, a chord bearing of N. 17 degrees 07 minutes 31 seconds W., 140.45 feet to a point; thence
11. S. 62 degrees 02 minutes 26 seconds W., 320.88 feet to a point thence the following two (2) courses along the division line between Lots 3.02 and 3.03, Block 53, as shown on the aforementioned Filed Map; thence
12. N. 22 degrees 48 minutes 15 seconds W., 23.98 feet to a point; thence
13. S. 86 degrees 26 minutes 41 seconds W., 349.98 feet to a point in the division line between Lots 3.03 and 4, Block 53 as shown on the aforementioned Filed Map; thence
14. N. 05 degrees 58 minutes 00 seconds E., 660.84 feet along said division line to the point and place of BEGINNING

Contains 11.93 Acres

Property subject to a slope easement (varies in width) along the southerly line of Texas Road and westerly line of the access road.

Also subject to a 20-foot wide drainage easement intersecting the southerly line of Texas Road. The centerline of said easement being 439 feet more or less measured in an easterly direction along the southerly line of Texas Road from the BEGINNING point of the above described property.

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Also subject to a 20-foot wide drainage easement intersecting the westerly line of the access road. The centerline of said easement being 86 feet more or less measured in a southeasterly direction along the westerly line of the access road from the terminus of the 5th course of the above described property.

Also subject to a 50-foot wide sanitary sewer easement located in the easterly portion of the above described property as shown on a survey prepared by Schoor Engineering Inc., entitled "Survey of Lots 2 and 2A, Block 53" dated March 1979 revised Aug. 27, 1979.

Also subject to a sight triangle easement being more particularly described as follows:

BEGINNING at a point on the southerly line of Texas Road. Said point being at the division line between Lots 3.03 and 4, Block 53, as shown on the aforementioned Filed Map; thence running

1. N. 83 degrees 15 minutes 19 seconds E., 263.33 feet along said southerly line of Texas Road to a point; thence
2. S. 59 degrees 01 minutes 39 seconds W., 146.21 feet to a point; thence
3. N. 72 degrees 31 minutes 01 seconds W., 142.89 feet to a point on the division line of Lots 3.03 and 4, Block 53, as shown on the aforementioned Filed Map; thence
4. N. 05 degrees 58 minutes 00 seconds E., 1.40 feet to the point and place of BEGINNING

Contains 7998 S.F. 0.18 Ac.

Also subject to a conservation easement being more particularly described as follows:

BEGINNING at a point on the division line between Lots 3.03 and 4 in Block 53, as shown on the aforementioned Filed Map. Said point being S. 05 degrees 58 minutes 00 seconds W., 18.00 feet measured along said division line from the southerly line of Texas Road thence running

1. S. 41 degrees 27 minutes 13 seconds E., 229.46 feet to a point; thence
2. S. 38 degrees 27 minutes 45 seconds E., 72.81 feet to a point; thence

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3. S. 47 degrees 10 minutes 51 seconds E., 89.04 feet to a point;
thence
 4. S. 10 degrees 35 minutes 53 seconds E., 216.74 feet to a point;
thence
 5. S. 29 degrees 19 minutes 15 seconds E., 116.27 feet to a point
in the division line between Lots 3.03 and 3.04, Block 53, as
shown on the aforementioned Filed Map; thence
 6. S. 62 degrees 02 minutes 26 seconds W., 76.44 feet along said
division line to a point thence the following two (2) courses
along the division line between Lots 3.02 and 3.03, Block 53
of the aforementioned Filed Map; thence
 7. N. 22 degrees 48 minutes 15 seconds W., 23.98 feet to a point;
thence
 8. S. 86 degrees 26 minutes 41 seconds W., 66.74 feet to a point;
thence
 9. N. 24 degrees 16 minutes 11 seconds W., 104.95 feet to a point;
thence
 10. N. 57 degrees 03 minutes 07 seconds W., 254.15 feet to a point
on the division line between Lots 3.03 and 4, Block 53, as
shown on the aforementioned Filed Map; thence
 11. N. 5 degrees 58 minutes 00 seconds E., 390.00 feet along said
division line to the point and place of BEGINNING.
- Contains 117,117 S.F. 2.69 Ac.

FD/bb

Doc1 "B349-1FD" -1

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085126-0809

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ENVIRONMENTAL STUDIES

File No. 0349-1

August 9, 1989
Page 1 of 4
Revised 7/30/91

Registered Professional Staff:

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Andrew R. Stockton
William Voeltz

**DESCRIPTION OF PROPERTY
SITUATED IN
MARLBORO TOWNSHIP, MONMOUTH COUNTY, NEW JERSEY**

Being known as Lot 3.04, Block 53 as shown on a map entitled "Major Subdivision Section 2 Lots 2A and 3, Block 53 situated in Marlboro Twp., Monmouth Cty., N.J." filed 8/25/89, Case No. 233-33. Said property also being known and designated as a portion of Lots 7 and 8, Block 176, formerly Lots 2A and 3, Block 53 as shown on the current tax assessment maps of Marlboro Township, Monmouth County, New Jersey Sheet Nos. 54 and 67

BEGINNING at a point said point being the following three courses from a point where the division line between Lots 3.03 and 4, Block 53 intersects the southerly line of Texas Road, as shown on the abovementioned Filed Map.

- A. S. 05 degrees 58 minutes 00 seconds W., 660.84 feet along said division line to a point; thence the following two (2) courses along the division line between Lots 3.02 and 3.03, Block 53 as shown on the above mentioned Filed Map; thence
 - B. N. 86 degrees 26 minutes 41 seconds E., 349.98 feet to a point; thence
 - C. S. 22 degrees 48 minutes 15 seconds E., 23.98 feet to the BEGINNING point thence running
1. N. 62 degrees 02 minutes 26 seconds E., 320.88 feet along the division line between Lots 3.03 and 3.04, Block 53, as shown on the aforementioned Filed Map to a point on a curve thence the following three (3) courses along said division line.
 2. Along a curve to the right in a southeasterly direction having a radius of 286.00 feet, an arc length of 141.90 feet, a chord bearing of S. 17 degrees 07 minutes 31 seconds E., 140.45 feet to a point; thence

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Description
Marlboro Township, Monmouth Cty., NJ
Lot 3.04, Blk. 53
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3. N. 87 degrees 05 minutes 19 seconds E., 28.00 feet to a point;
thence
4. N. 57 degrees 06 minutes 09 seconds E., 378.18 feet to a point
on the southwesterly line of an access road thence the follow-
ing three (3) courses along said access road.
5. Along a curve to the right in a southeasterly direction having
a radius of 5820.00 feet, an arc length of 624.90 feet, a
chord bearing of S. 27 degrees 48 minutes 50 seconds E.,
624.60 feet to a point of compound curvature; thence
6. Along a curve to the right in a southwesterly direction having
a radius of 30.00 feet, an arc length of 35.78 feet, a chord
bearing of S. 09 degrees 26 minutes 00 seconds W., 33.70 feet
to a point of reverse curvature; thence
7. Along a curve to the left in a southeasterly direction having
a radius of 50.00 feet, an arc length of 129.24 feet, a chord
bearing of S. 30 degrees 26 minutes 50 seconds E., 96.15 feet
to a point; thence
8. S. 76 degrees 00 minutes 10 seconds W., 597.22 feet along the
division line between Lots 3.04 and 67A, Block 53, as shown
on the aforementioned Filed Map to a point; thence
9. S. 02 degrees 04 minutes 20 seconds E., 83.00 feet, along the
same, to a point; thence the following three (3) courses along
the division line between Lots 3.02 and 3.04, Block 53, as
shown on the aforementioned Filed Map;
10. S. 87 degrees 55 minutes 40 seconds W., 178.00 feet to a point;
thence
11. N. 01 degree 31 minutes 10 seconds W., 89.09 feet to a point;
thence
12. N. 22 degrees 48 minutes 15 seconds W., 640.36 feet to the
point and place of BEGINNING.

Contains 12.06 Acres

Property subject to a slope area (varying in width) along the
westerly line of the access road.

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Description
Marlboro Township, Monmouth Cty., NJ
Lot 3.04, Blk. 53
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Also subject to a 50-foot wide sanitary sewer easement located in the easterly portion of the property as shown on a survey prepared by Schoor Engineering, Inc. entitled "Survey of Lots 2 and 2A, Block 53" dated March 1979 revised Aug. 27, 1979.

Also subject to a conservation easement being more particularly described as follows:

BEGINNING at the terminus of the 9th Course from the above described property; thence running the following three (3) courses along the division line between Lots 3.02 and 3.04, Block 53, as shown on the aforementioned Filed Map

1. S. 87 degrees 55 minutes 40 seconds W., 178.00 feet to a point; thence
2. N. 01 degrees 31 minutes 10 seconds W., 89.09 feet to a point; thence
3. N. 22 degrees 48 minutes 15 seconds W., 640.36 feet to a point; thence
4. N. 62 degrees 02 minutes 26 seconds E., 76.44 feet along the division line between Lots 3.03 and 3.04, Block 53, as shown on the aforementioned Filed Map, to a point; thence
5. S. 29 degrees 19 minutes 15 seconds E., 106.66 feet to a point; thence
6. S. 18 degrees 33 minutes 21 seconds E., 180.05 feet to a point; thence
7. S. 31 degrees 37 minutes 50 seconds W., 61.26 feet to a point; thence
8. S. 28 degrees 52 minutes 26 seconds E., 203.25 feet to a point; thence
9. S. 05 degrees 12 minutes 30 seconds E., 185.36 feet to a point; thence
10. S. 74 degrees 48 minutes 06 seconds E., 80.48 feet to a point; thence
11. N. 75 degrees 48 minutes 29 seconds E., 92.55 feet to a point on the westerly line of Lot 67A, Block 53, as shown on the aforementioned Filed Map; thence

Description
Marlboro Township, Monmouth Cty., NJ
Lot 3.04, Blk. 53
0349-1 - August 9, 1989
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12. S. 2 degrees 04 minutes 20 seconds E., 31.96 feet along the division line between Lots 3.04 and 67A, Block 53, as shown on the aforementioned Filed Map, to the point and place of BEGINNING.

Contains 40,188 S.F. 0.92 Ac.

FD/bb

Doc6 "B349-1FD" -3

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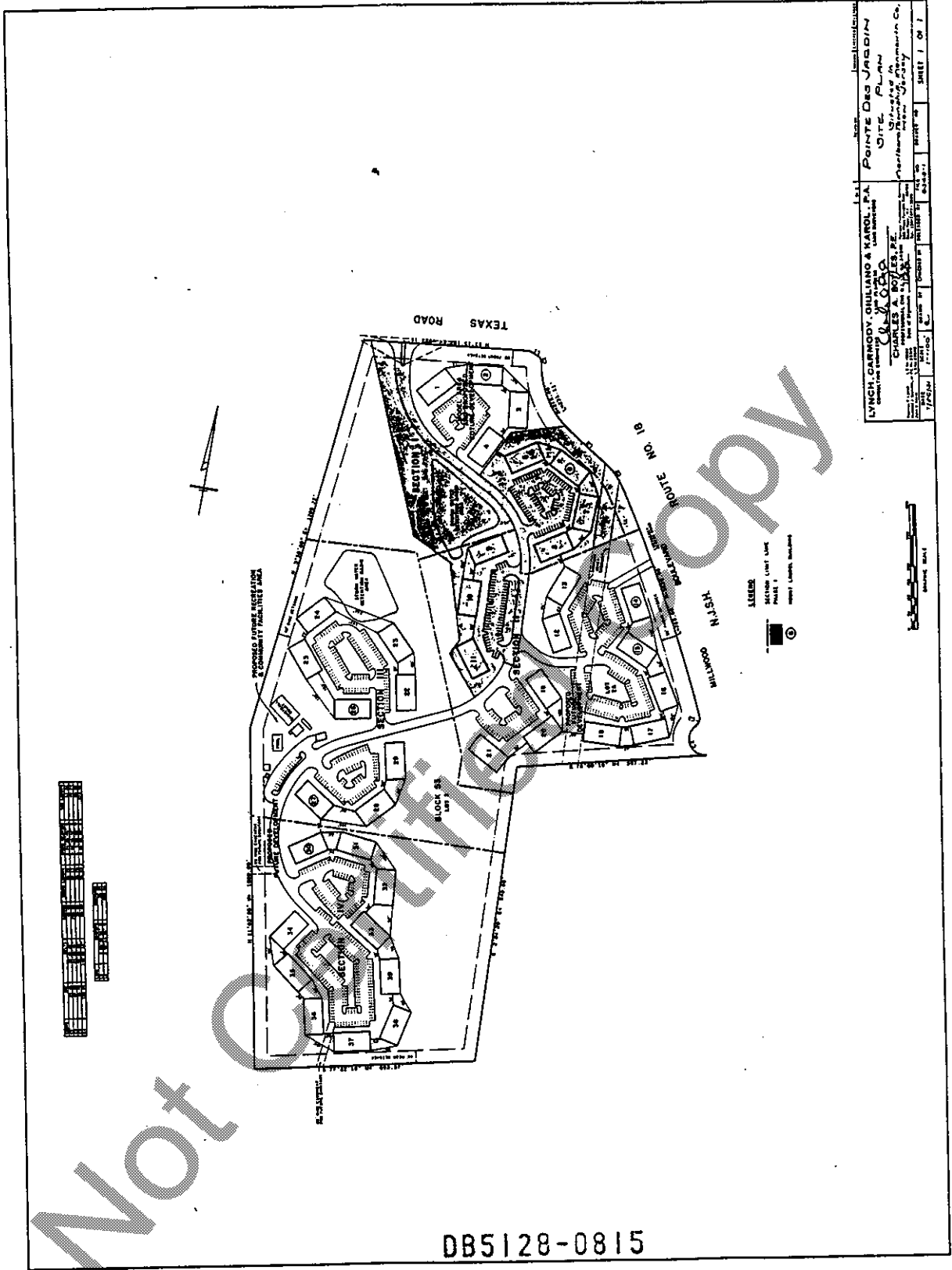
DB5128-0813

EXHIBIT 1B

Site Plan for the Entire Property

Not Certified Copy

DB5128-0814

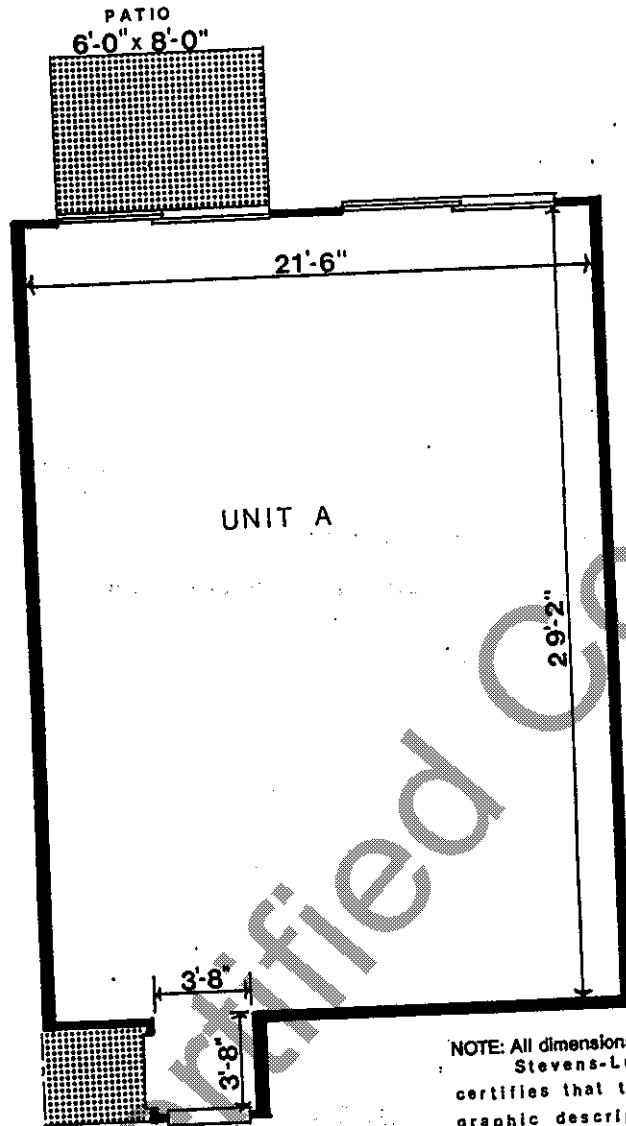


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EXHIBIT 1C
Architectural Drawings and Floor Plans

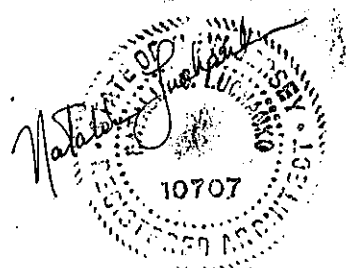
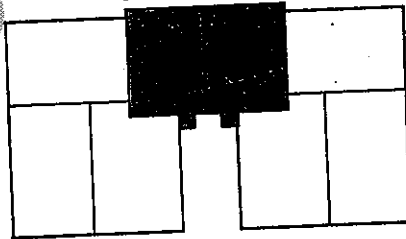
DB5128-0816

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NOTE: All dimensions shown are approximate
Stevens-Luchanko Architects
certifies that these plans and
graphic descriptions constitute a
correct representation of the
improvements described.

UNIT LOCATION

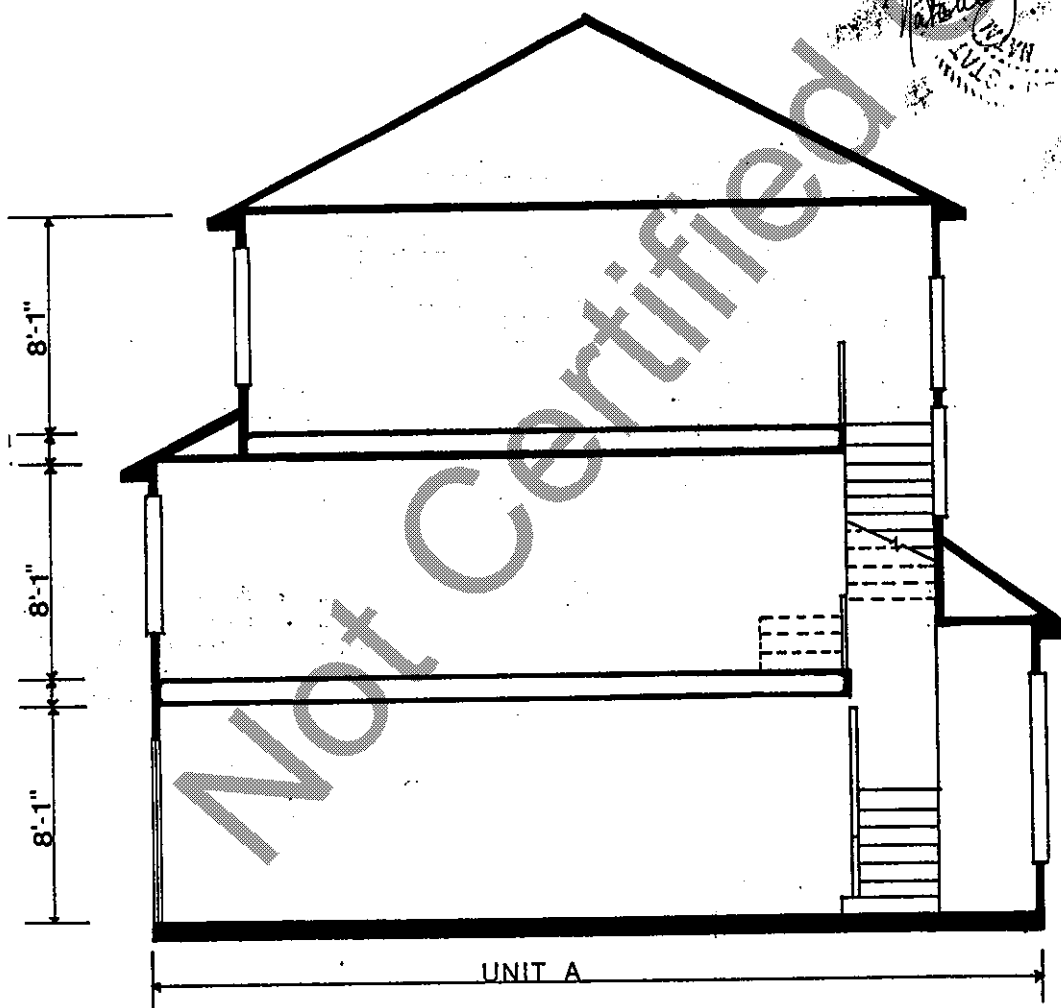


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LIMITED COMMON ELEMENT



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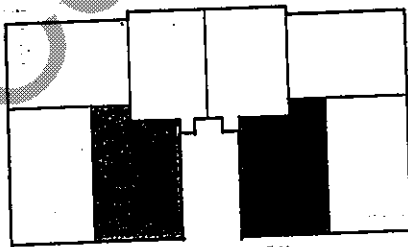
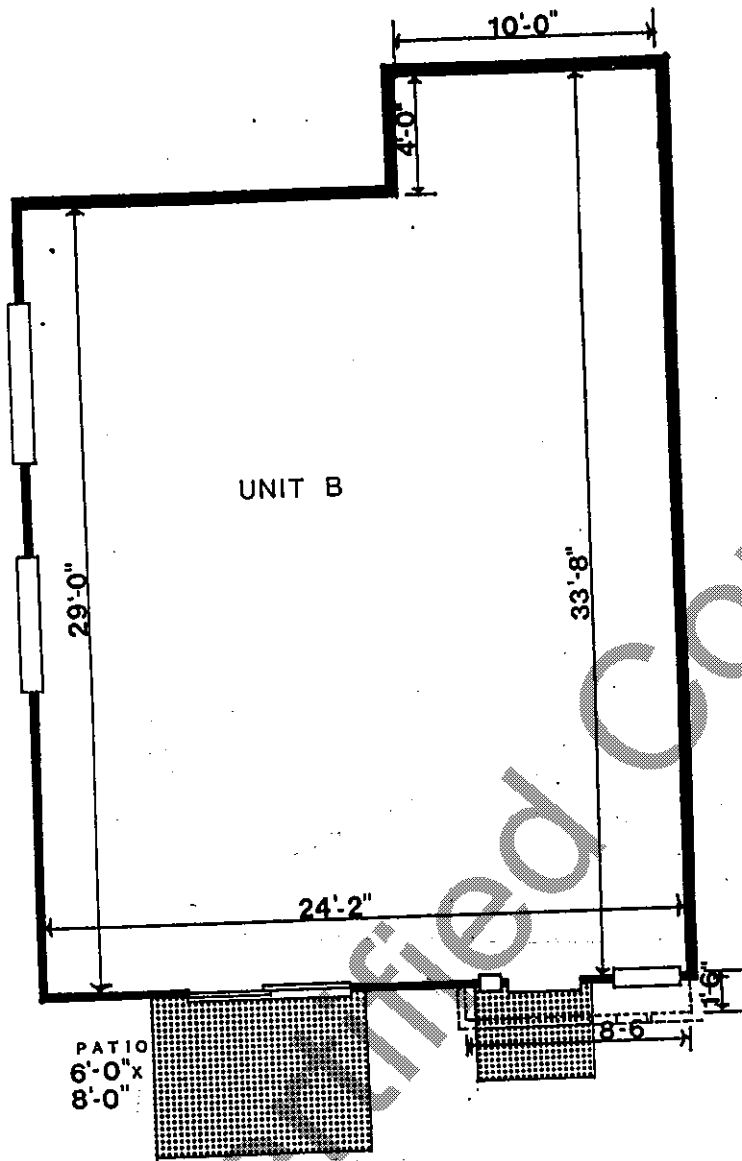


Building Section

Stevens-Luchanko Architects certifies that these plans and graphic descriptions constitute a correct representation of the improvements described.

DB5128-0818

NOTE: All dimensions shown are approximate



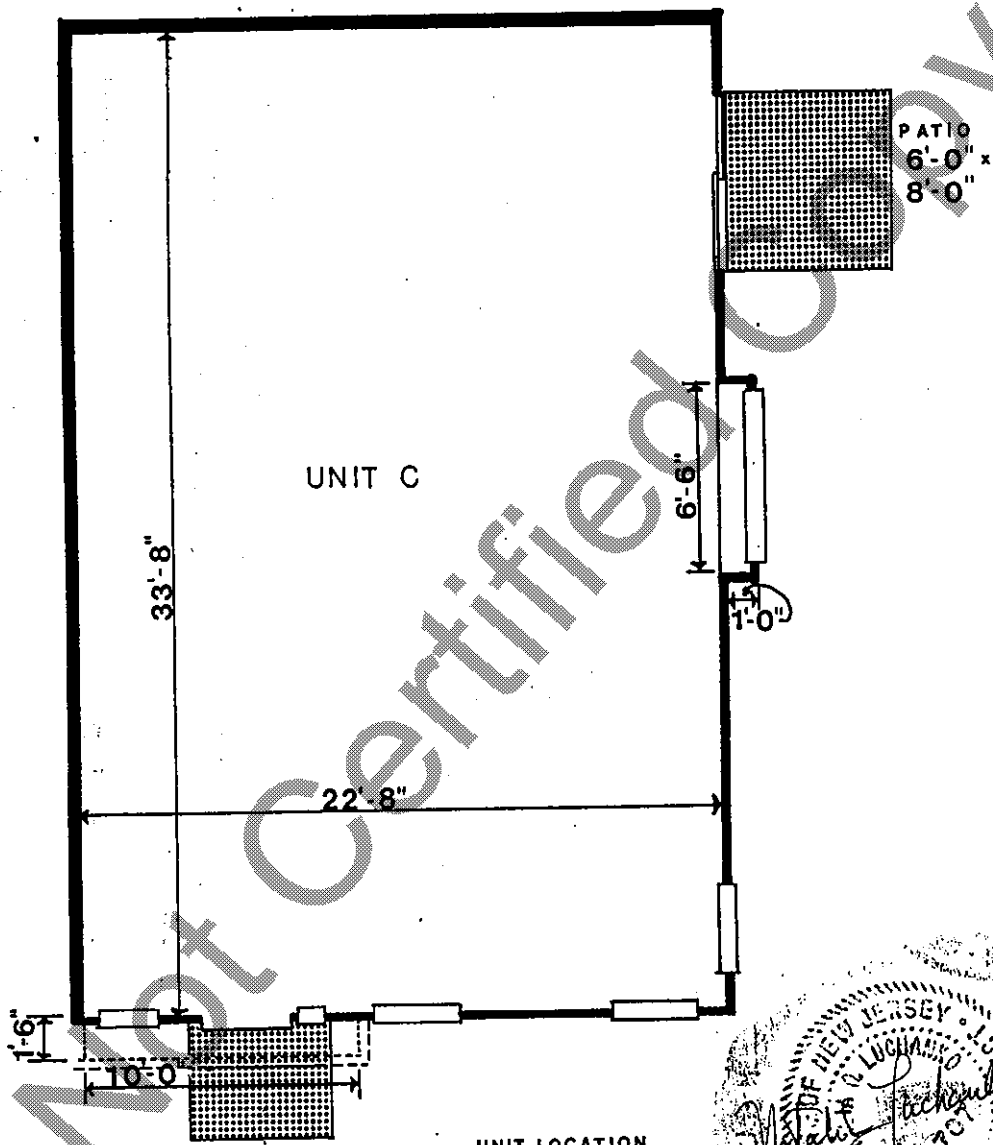
KEY PLAN

LIMITED COMMON, ELEMENT

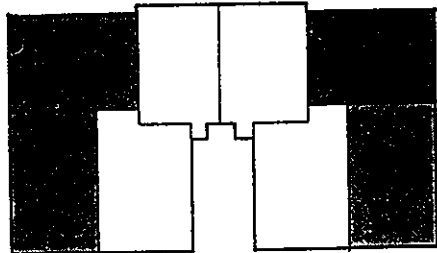
DB5128-0819



NOTE: All dimensions shown are approximate. Stevens-Luchanko Architects certifies that these plans and graphic descriptions constitute a correct representation of the improvements described.



UNIT LOCATION



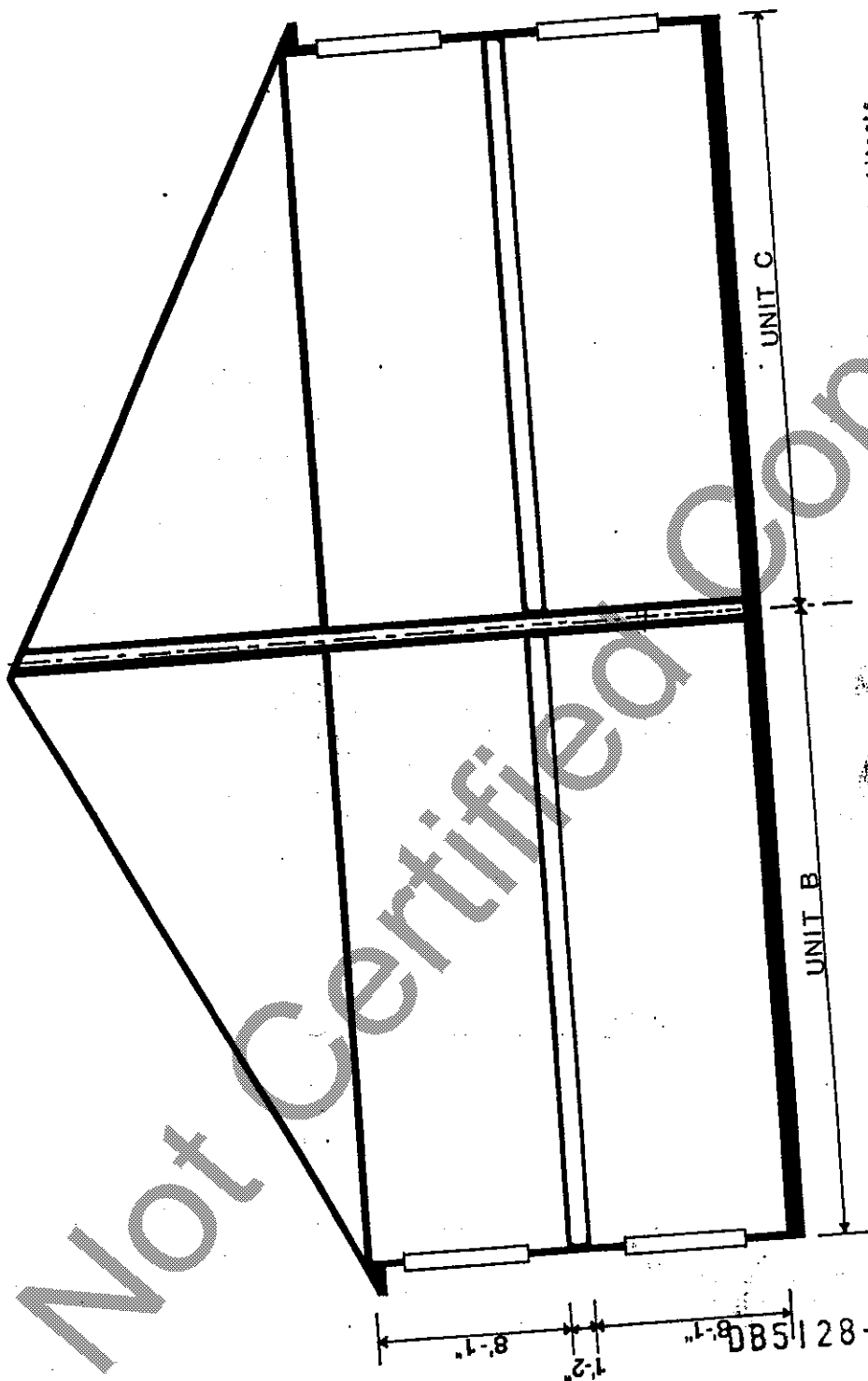
KEY PLAN

LIMITED COMMON ELEMENT

DB5128-0820

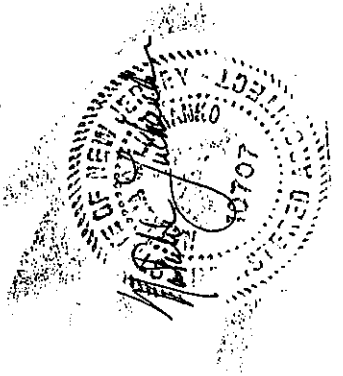


NOTE: All dimensions shown are approximate
Stevens-Luchanko Architects
certifies that these plans and
graphic descriptions constitute a
correct representation of the
improvements described.



Steven Luchanko Architects
 certifies that these plans and
 graphic descriptions constitute a
 correct representation of the
 improvements described.

NOTE: All dimensions shown are approximate



Building Section

Not Certified

EXHIBIT 1D

Certificate of Incorporation of
Pointe De Jardin Condominium Association, Inc.

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DB5128-0822

CERTIFICATE OF INCORPORATION

FILED

OF

FEB 28 1992

POINTE DE JARDIN CONDOMINIUM ASSOCIATION, INC. DANIEL J. DALTON
Secretary of State

DATED: FEBRUARY 28, 1992

File and Return to:

GREENBAUM, ROWE, SMITH, RAVIN & DAVIS
P.O. Box 5600
Metro Corporate Campus I
Woodbridge, New Jersey 07095
ATTN: Wendell A. Smith, Esq.

DB5128-0823

The undersigned, who is of full age, in order to form a corporation pursuant to the provisions of the New Jersey Nonprofit Corporation Act, Title 15A of the New Jersey Statutes Annotated, does hereby certify:

ARTICLE I

The name of the corporation is "POINTE DE JARDIN CONDOMINIUM ASSOCIATION, INC.," hereinafter called the "Association".

ARTICLE II

The principal office of the Association is located at 4 Ethel Road, Suite 405A, Edison, New Jersey 08817.

ARTICLE III

Wendell A. Smith, whose address is P.O. Box 5600, Woodbridge, New Jersey 07095 and whose location is 99 Wood Avenue South, Metro Corporate Campus I, Iselin, New Jersey 08830, is hereby appointed the initial registered agent of this Association.

ARTICLE IV

Purpose and Powers of the Association

This Association does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are to provide for the maintenance, preservation and control of the Common Elements within that certain tract of property described in Exhibits "A" and "B" of a certain Master Deed entitled "Master Deed for Pointe De Jardin, A Condominium," recorded or intended to be recorded in the Office of the Clerk of Monmouth County, as same may be supplemented and amended as therein provided and to promote the health, safety and

DB5128-0824

welfare of the residents within the above described property and for these purposes:

- (a) To exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in the Master Deed and in the By-Laws of the Association, as they both may be amended from time to time as therein provided, said Master Deed and By-Laws being incorporated herein as if set forth at length;
- (b) To fix, levy, collect and enforce payment by any lawful means of all charges or assessments pursuant to the terms of said Master Deed and By-Laws of the Association; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;
- (c) To acquire (by gift, purchase, or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;

- (d) To borrow money, to mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred; and
- (e) To have and to exercise any and all powers, rights and privileges which a corporation organized under the Nonprofit Corporation Law of the State of New Jersey by law may now or hereafter have or exercise.

ARTICLE V

Membership

Every person or entity who is a record owner of a fee interest in any Unit which is subject to the Master Deed and qualifies in accordance with the By-Laws shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Ownership of any such Unit shall be the sole qualification for membership. Upon termination of the interest of the Unit Owner, his membership shall automatically terminate and shall be transferred and shall inure to the new Unit Owner succeeding him in interest.

ARTICLE VI

Board of Directors

The affairs of this Association shall be managed by a Board of Directors. The initial Board of Directors shall be composed of three (3) persons who need not be members of the

Association. The number of Directors may be changed pursuant to the By-Laws of the Association. The names and addresses of the persons who are to act in the capacity of Directors until the selection of their successors are:

William H. Clark
4 Ethel Road, Suite 405A
Edison, New Jersey 08817

Jeffrey M. Rossi
4 Ethel Road, Suite 405A
Edison, New Jersey 08817

Fran D. Schier
4 Ethel Road, Suite 405A
Edison, New Jersey 08817

The method of electing Directors shall be set forth in the By-Laws of the Association.

ARTICLE VII

Distribution of Assets

Upon dissolution, the assets of the Association shall be distributed in accordance with each Unit's appurtenant percentage interest in the Common Elements of the Condominium.

ARTICLE VIII

Duration

The Association shall exist perpetually.

ARTICLE IX

Amendments

Amendment of this Certificate shall require the assent of seventy-five (75%) percent of the members of the Association.

IN WITNESS WHEREOF, for the purpose of forming this nonprofit corporation under the laws of the State of New Jersey, the undersigned, the incorporator of this Association, has executed this Certificate of Incorporation this 28th day of February, 1992.

Harriet S. Rabinowitz
HARRIET S. RABINOWITZ
99 Wood Avenue South
Iselin, New Jersey 08830

STATE OF NEW JERSEY:
: ss.:
COUNTY OF MIDDLESEX :

BE IT REMEMBERED, that on this 28th day of February, 1992 before me, the subscriber, a Notary Public of the State of New Jersey, personally appeared *Harriet S. Rabinowitz*, who, I am satisfied is the person named in and who executed the within Instrument, and thereupon he acknowledged that he signed, sealed and delivered the same as his act and deed, for the uses and purposes therein expressed.

Patricia A. Pelletier
A Notary Public of New Jersey

PATRICIA A. PELLETIER
A Notary Public of New Jersey
My Commission Expires October 29, 1994

EXHIBIT 1E

By-Laws of
Pointe De Jardin Condominium Association, Inc.

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DB5128-0829

BY-LAWS

OF

POINTE DE JARDIN CONDOMINIUM ASSOCIATION, INC.

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ADOPTED:

DB5128-0830

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FOR

BY-LAWS

OF

POINTE DE JARDIN CONDOMINIUM ASSOCIATION, INC.

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BY-LAWS
OF
POINTE DE JARDIN CONDOMINIUM ASSOCIATION, INC.

ARTICLE I
NATURE OF BY-LAWS

1.01. Purpose. These By-Laws are intended to govern the administration of Pointe De Jardin Condominium Association, Inc., a not-for-profit corporation organized under Title 15A of the New Jersey Statutes Annotated, and provide for the management, administration, utilization and maintenance of the Common Elements described in the Master Deed for Pointe De Jardin, A Condominium.

1.02. Definitions. Unless the context clearly indicates otherwise, all definitions set forth in the aforesaid Master Deed or in N.J.S.A. 46:8B-3 are incorporated herein by reference.

1.03. Fiscal Year. The fiscal year of the corporation shall be determined by the Board of Directors.

1.04. Principal Office. The principal office of the corporation is located at 1 Jocama Boulevard, Old Bridge, New Jersey 08857.

ARTICLE II
MEMBERSHIP AND VOTING RIGHTS

2.01. Members. Every person, firm, association, corporation or other legal entity who is a record Owner or Co-Owner of the fee simple title to any Unit shall be a Member of the Association; provided that any person, firm, association, corporation, or legal entity who holds such title or interest merely as a security for the performance of an obligation (including but not limited to mortgagees or trustees under deeds of trust) shall not be a Member of the Association. Notwithstanding anything to the contrary in the preceding, the Sponsor has one membership in the Association for each

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contemplated Unit that has not been conveyed to an individual purchaser not to exceed that number of Units approved by the Township of Marlboro.

2.02. Associate Members. Every person who is entitled to possession and occupancy of any Unit as a tenant or lessee of a Unit Owner may be an associate member of the Association, but shall not be entitled to any vote with respect to Association matters.

2.03. Change of Membership. Change of membership shall be accomplished by recording in the Monmouth County Clerk's Office a deed or other instrument establishing a record title to a Unit, and delivery to the Secretary of the Condominium Association a certified copy of such instrument and such sums of money as are required for the payment of any membership fee, contribution to capital, escrow deposits, or delinquent maintenance fees of any prior Unit Owners. The membership of the prior Unit Owner shall be thereupon terminated.

2.04. Rights of Membership. Every person who is entitled to membership in the Association, pursuant to the provisions of the Certificate of Incorporation and these By-Laws, shall be privileged to use and enjoy the General Common Elements, subject to the right of the Association to:

- (a) Promulgate rules and regulations governing such use and enjoyment;
- (b) Suspend the use and enjoyment of the General Common Elements as provided in Section 2.05;
- (c) Transfer all or part of the General Common Elements, other than any Building in which any Units are contained, as provided in Section 7.01(n).

2.05. Suspension of Rights. The membership rights of any Member may be suspended by the Board for any period during which any assessment against the Unit to which his membership is appurtenant remains unpaid; but upon payment of such assessments and any interest accrued thereon, whether by check or cash, his rights and privileges shall be immediately and automatically restored. Section 2.10 shall govern the restoration of voting rights. Further, if rules and regulations governing the use of the Common Elements and the conduct of persons thereon have been adopted and published, as authorized in these By-Laws, the Board may suspend the rights and privileges of any person in violation thereof for a period not to exceed thirty (30) days for any single violation, but if the violation is of a continuing nature, such rights and privileges may be suspended indefinitely until the violation is abated. The Board shall take no such action until the Unit Owner is afforded an opportunity for a hearing consistent with the principles of due process of law.

2.06. Contribution to Capital. Each Unit Owner other than the Sponsor shall pay to the Association upon acquisition of title to his Unit from Sponsor, a non-refundable contribution to the working capital of the Association in an amount equal to two (2) month Common Expense Assessment installments. Payment of such fee shall be a condition precedent to exercise of rights of membership in the Association upon the initial sale or subsequent transfer of title to a Unit. Any unpaid capital contribution shall be deemed a lien on the Unit in the same manner as any unpaid Common Expenses attributable to such Unit.

2.07. Transition Expense Fund. Upon the initial acquisition of title to his Unit from Sponsor, each Unit Owner other than the Sponsor, including those who acquire title to their Unit after the completion of

transition, shall contribute a membership fee in the amount of \$250.00 to establish a Transition Expense Fund to help underwrite the cost of independent professional consultants necessary to assist the Association in the transfer of responsibility to the Association, as discussed in Article V of these By-Laws. Upon the completion of transition and the formal release of Sponsor from all liability with respect to the Common Elements and Other Improvements, but not for warranty obligations for individual Units, any surplus monies remaining in the Transition Expense Fund shall be promptly transferred by the Treasurer into the Capital Repair and Replacement Account of the Association and offset against the budgeted expense for such Account and credited against common expense assessments for the same fiscal year when such transfer is made.

2.08. Escrow Deposit. The Board may require each Unit Owner other than the Sponsor to deposit with the Association in escrow an amount not to exceed one-sixth (1/6) of the estimated Annual Common Expense Assessment for his Unit, which escrow deposit shall be held by the Association and applied in the event of a default by the Owner in the payment of any type of assessment, fine, or other charge levied by the Board against his Unit. To the extent that the escrow deposit or any part thereof is so applied, the Unit Owner shall be responsible to replenish the escrow deposit. Such escrow, if imposed, shall be held by the Association in an interest-bearing account with interest to accrue to the benefit of the Association and shall be refundable or assignable upon the sale of the Unit without interest to the extent the deposit has not been applied to defaulted assessments.

2.09. Votes. Each Unit Owner shall be entitled to such votes for each Unit to which he holds title as is provided in Article V, Section 5.03 of the Master Deed. When more than one person holds title, the vote(s) for each

Unit shall be exercised as the Co-Owners themselves determine. When one or more Co-Owners signs a proxy or purports to vote for his Co-Owners, such vote(s) shall be counted unless one or more of the other Co-Owners is present and objects to such vote(s); or, if not present, submits a proxy or objects in a writing delivered to the Secretary of the Association before the vote(s) is counted. If Co-Owners disagree as to the vote(s), the vote shall be split equally among the Co-Owners.

2.10. Member in Good Standing. A Member shall be deemed to be in good standing and entitled to vote in person or by proxy at any meeting of the Association or in any ballot by mail, if at least three (3) days prior to the date fixed for such event, he has fully paid all installments due for assessments made or levied against him and his Unit by the Board as hereinafter provided, together with all interest, costs, attorneys' fees, penalties and other expenses, if any, properly chargeable to him and to his Unit.

2.11. Proxies. Proxy ballots shall be permitted with respect to all elections of Directors, to all amendments to the Certificate of Incorporation, the Master Deed or these By-Laws, or to any other matter that properly comes before a meeting of the membership of the Association. All proxies shall be in writing, signed by the individual Unit Owners (or in the case of joint owners by any one of them) or his or their duly authorized representative(s) and delivered to the Secretary of the Association, or such other person as the President may designate, prior to the commencement of the meeting at which ballots are to be cast. Proxies may be revoked at any time before the polls open. No proxy shall be voted on after eleven (11) months from its date unless said proxy provides for a longer period, not to exceed three (3) years from the date of execution. All proxies shall be

substantially in the form prescribed by the Board, and if not in such form, shall be deemed invalid, which determination shall be made in the Board's sole and absolute discretion.

ARTICLE III

MEETINGS OF MEMBERS

3.01. Place of Meetings. All meetings of the Members of the Association shall be held at the Condominium or at such other place convenient to the Members as may be designated by the Board.

3.02. Annual Meetings. All annual meetings of the Members of the Association shall be held on the day and month of the year to be established by the Board, except that the first annual meeting shall be held not more than thirteen (13) months following the incorporation of the Association. The election of Directors shall take place at each annual meeting subsequent to the Transition Elections held in accordance with Section 4.03 herein. If the election of Directors is not held at the annual meeting or any adjournment of such meeting, the Board shall cause the election to be held at a special meeting as soon thereafter as may be convenient. At such special meeting, the Members may elect the Directors and transact other business with the same force and effect as at an annual meeting duly called and held. All proxies validly received for the originally scheduled meeting shall remain in full force and effect for any such adjourned meeting or special meeting, and new proxies may be received for any such subsequent meeting.

3.03. Special Meetings. Following the Transition Elections, special meetings of Members may be called by the President whenever he deems such a meeting advisable, or shall be called by the Secretary upon order of the Board or upon the written request of Members representing not less than

twenty-five (25%) percent of all the votes entitled to be cast at such meeting. Such request shall state the purpose(s) of such meeting and the matter(s) proposed to be acted upon. Unless Members representing at least fifty (50%) percent of all votes entitled to be cast request such a meeting, no special meeting may be called to consider any matter which is substantially the same as a matter voted upon at any meeting of the Members held during the preceding twelve (12) months, which determination shall be made in the sole and absolute discretion of the Board.

3.04. Notice of Meeting. Except as otherwise provided by law, or Section 4.03 of these By-Laws, notice of each annual or special meeting of Members shall be given not less than ten (10) days nor more than ninety (90) days before the day on which the meeting is to be held, to each Member at his last known address, by delivering a written or printed notice to the Member, or by mailing the notice, postage prepaid. Every notice shall state the time and place of the meeting and its purpose(s). Notice of any meeting of Members shall not be required to have been sent to any Members who attend such meeting in person or by proxy. Notice of any adjourned meeting of the Members shall not be required to be given unless the time and place to which the meeting is adjourned is not announced at the adjourned meeting. Except when otherwise expressly required by law, no publication of any notice of a meeting of Members shall be required.

3.05. Quorum and Adjourned Meetings. At each meeting of the Members, persons (including Sponsor or its representatives) holding twenty (20%) percent of the authorized votes, present in person or by proxy, shall constitute a quorum for the transaction of business except when otherwise provided by law. In the absence of a quorum, the persons holding votes

present in person or by proxy and entitled to vote may, by majority vote, adjourn the meeting until a quorum shall be present in person or by proxy. At any adjourned meeting at which a quorum may be present, any business may be transacted which might have been transacted at the meeting originally called.

3.06. Organization. At each Association meeting, the President, or, in his absence, the Vice President, or in the absence of both of them, a person chosen by a majority vote of the Members in Good Standing present in person or represented by proxy, shall act as a chairperson, and the Secretary, or in his absence, a person whom the chairperson shall appoint, shall act as Secretary of the Meeting.

3.07. Voting on Questions. Only Members in Good Standing shall be entitled to vote. A majority of votes present in person or by proxy at any duly constituted meeting of the membership shall be sufficient on those questions submitted to a vote of the membership. The vote on any question need not be taken by written ballot, unless (i) the chairperson of the meeting determines a written ballot to be advisable, or (ii) a majority of the votes present at the meeting determine that the vote on the question submitted shall be taken by written ballot.

3.08. Voting in Elections of Directors. Only Members in Good Standing shall be entitled to vote. The election of Directors shall be conducted by written ballot.

If, at any meeting for election of membership to the Board, more than twice the number of candidates to be elected at such meeting are nominated, there shall be two ballots for membership. At the end of the first ballot, the field of nominees shall be reduced so that there are twice as many candidates as there are positions to be filled, with the persons receiving the

fewest votes being eliminated from the second ballot. On the second ballot, the persons receiving the plurality of votes will be deemed to be elected to fill the vacant positions. If there are not more than twice the number of nominees for the number of positions to be filled, there shall be one ballot, with the persons receiving the plurality of votes being elected to fill the vacancies on the Board. If ever applicable, candidates polling the highest votes will be considered elected for the longest period of years. Election of Directors at successive annual meetings shall be in accordance with this Section 3.08.

3.09. Ballot by Mail. In lieu of calling a membership meeting, the Board may submit any question or election other than a Transition Election to a vote of the membership by a ballot by mail. No ballot by mail shall be valid or tabulated unless the signature of the Unit Owner submitting the ballot has been verified on the ballot according to the procedures established by the Board, if any. Only Members in Good Standing shall be entitled to vote. The Board shall appoint judges to tabulate the ballot whose report shall be included in the minute book. To conduct a ballot by mail for a question submitted to a vote of the membership, the Board of Directors shall serve all Members in Good Standing with a notice which shall (i) state with specificity in terms of motion(s) the question(s) upon which the vote is to be taken; (ii) state the date by which ballots must be received to be counted; (iii) provide an official ballot for the purposes of the vote; and (iv) state the date upon which the action contemplated by the motion(s) shall be effective, which date shall be not less than ten (10) days after the date ballots must be received. No actions contemplated by a question submitted to

a ballot by mail shall be taken unless a majority in interest of all Members in Good Standing submit ballots approving such action.

To conduct a ballot by mail for an election of Directors, the Board shall serve upon all Members in Good Standing a notice which shall (1) provide an official ballot for the purposes of the election; and (ii) state the date by which the ballot must be received to be counted.

3.10. Judges. If a vote by ballot shall be taken at any meeting of the Members, the chairperson of the meeting shall appoint two (2) persons to act as Judges with respect to the ballots. Each Judge shall first subscribe an oath to execute faithfully the duties of a Judge at such meeting with strict impartiality and according to the best of his ability. The Judges shall decide upon the qualifications of voters, shall report the number of votes represented at the meeting and entitled to vote on such question, shall conduct and accept the votes, and when the voting is completed, shall ascertain and report the number of votes respectively for and against the questions; but as to the election of Directors, the number of votes received by each candidate need not be reported. The Judges shall deliver written and signed reports to the Secretary of the Meeting. The Judges need not be Members of the Association, and any officer or Director of the Association may be a Judge on any question, other than a vote for or against his election to any position with the Association or any other question in which he may be directly interested.

3.11. Order of Business. The order of business at the annual meeting of the Members or at any special meetings insofar as practicable shall be:

- (a) Calling of the roll and certifying the proxies.

- (b) Proof of notice of meeting and waiver of notice.
- (c) Reading and disposal of any unapproved minutes.
- (d) Appointment of Judges of Election, if appropriate.
- (e) Election of Directors, if appropriate.
- (f) Receiving reports of officers.
- (g) Receiving reports of committees.
- (h) Old business.
- (i) New business.
- (j) Adjournment.

ARTICLE IV

BOARD OF DIRECTORS

4.01. Qualifications. The following criteria shall be qualifications for nomination, appointment or election as a Director:

a) Member in Good Standing: Any non-Sponsor nominee or appointed or elected director shall be a Member in Good Standing at the time of nomination, appointment or election and at all times thereafter while serving in such capacity.

b) Representation: Where the Unit Owner is a partnership, corporation or fiduciary that is a Member in Good Standing, an individual member of such entity may be nominated to serve as a Director in accordance with the following qualifications:

- 1) If the Unit Owner is a partnership, a nominee may be a member, employee or agent of the partnership;

- ii) If the Unit Owner is a corporation, a nominee may be an officer, stockholder, employee or agent of the corporation; and
- iii) If the Unit Owner is a fiduciary, a nominee may be a fiduciary, officer, or employee of the fiduciary.

Co-Owners holding a membership in Good Standing may designate any one of them, but only one, to be eligible for nomination, appointment or election as a Director; however, in the case of any disagreements, the express consent of a majority in interest of such Co-Owners shall be required for any one of them to be eligible.

4.02. Number. The Board shall initially consist of three (3) Directors, designated Directors "A", "B", and "C". Upon the initial conveyance of ninety (90) Units, the Board shall be expanded to five (5) Directors, designated Directors "A", "B", "C", "D", and "E".

4.03. Transition Elections. Within sixty (60) days after the initial conveyance of ninety (90) Units, the President shall call a special meeting of the membership of the Association to hold the first election of Members other than the Sponsor to the Board of Directors ("Transition Election"). At the special meeting, Members other than the Sponsor shall be entitled to vote for and elect Directors A and B in accordance with the provisions of Article III of these By-Laws, and the Sponsor shall be entitled to appoint Directors C, D, and E.

Within sixty (60) days after the initial conveyance of two hundred seventy (270) Units, the President shall again call a special meeting of the membership of the Association to hold a second Transition Election. At this

special meeting, Unit Owners other than the Sponsor shall be entitled to elect Directors C, D, and E, except that the Sponsor may continue to appoint Director E for so long as any Unit remains unsold in the ordinary course of its business; provided that the Sponsor shall be entitled in its discretion to relinquish directorship E at the time of the second Transition Election or at any time thereafter.

If the Sponsor so elects to appoint Director E or relinquishes his right to do so, within sixty (60) days after all Units have been initially conveyed or the effective date of such relinquishment, the President shall again call a special meeting for the third Transition Election at which Unit Owners other than the Sponsor shall be entitled to vote for and elect Director E in accordance with the provisions of Article III of these By-Laws. Moreover, if the Sponsor has not exercised its right to develop all additional Phases of the Condominium within seven years (7) from the date of recording of the original Master Deed, the Sponsor will offer to turn over control of the entire Board to the Unit Owners at that time, subject to the provisions of N.J.A.C. 5:26-8.4(d), which requires agreement by a majority vote of the Unit Owners to assume control. Notice of all special meetings called pursuant to this Section for the purpose of holding Transition Elections shall be given not less than twenty (20) nor more than thirty (30) days prior to the date of the meeting.

4.04. Term of Office. Sponsor-appointed Directors A and B shall serve until their successors have been qualified and elected at the First Transition Election. Directors A and B elected at the First Transition Election shall serve terms expiring at the annual meeting of the membership held in the second calendar year following the year in which the first

Transition Election is held. Thereafter, Directors A and B shall serve for two year staggered terms.

Sponsor-appointed Directors C and D shall serve until their successors have been qualified and elected at the second Transition Election held pursuant to Section 4.03. If (i) the first and second Transition Elections are held in the same calendar year, or (ii) the second Transition Election is held in a calendar year in which the terms of Unit Owner-elected Directors A and B expire, then Directors C and D elected at the second Transition Election shall serve terms expiring at the annual meeting of the membership held in the third calendar year following the year in which the second Transition Election is held; otherwise Directors C and D elected at the second Transition meeting shall serve terms expiring at the annual meeting held in the second calendar year following the year in which the second Transition Election is held. Thereafter, Directors C and D shall serve for two year staggered terms.

Sponsor-appointed Director E shall serve until his successor has been elected and qualified at the second or third Transition Election. The first Unit Owner-elected Director E shall serve a term expiring upon the expiration of the terms of Directors C and D then in office. Thereafter, Director E shall serve for two year staggered terms.

It is the purpose and intent of this Section that subsequent to all Transition Elections, the election of Directors A and B shall be held in alternate years to the election of Directors C, D, and E.

4.05. Removal of Directors. At any duly held and constituted regular or special meeting of the Members, any one or more Directors may be removed with or without cause by vote of the Members in Good Standing present.

and a successor may be appointed by a majority of the remaining Directors to fill the vacancy thus created. Each person so appointed shall be a Director for the remainder of the term of the Director whose term he is filling and until his successor is duly elected and qualified. Any Director whose removal has been proposed shall be given an opportunity to be heard at the meeting but the failure of any Director to be a Member in Good Standing for a period of thirty (30) days or more shall be grounds for automatic removal without any vote of the members. This Section shall not apply to any Director appointed by the Sponsor.

Despite the foregoing, the Sponsor or a Sponsor appointed Director may not, acting alone, remove a Unit Owner-elected Director. In the event that all of the Directors are removed, successors shall be elected by the Unit Owners other than the Sponsor in the manner set forth in Section 4.03 to fill the vacancies thus created. The failure of a Unit Owner-elected Director to remain a Member in Good Standing during his term of office shall constitute cause for removal pursuant to this Section.

4.06. Vacancies. Vacancies on the Board of Directors caused by any reason other than the removal of a Director by a vote of the Members shall be filled by a vote of a majority of the remaining Directors, including the Sponsor's appointees, at a special meeting of the Board held for that purpose promptly after the occurrence of any such vacancy. Each person so elected shall be a Director for the remainder of the term of the Director whose term he is filling and until his successor has been duly elected and qualified. Despite the foregoing, until the first Transition Election, the Sponsor shall have the right to fill all vacancies on the Board by appointment. Unit Owner-elected vacancies on the Board shall only be filled by Unit Owners other than the Sponsor, whether same be appointed or elected.

ARTICLE V

PRE-TRANSITION PROCEDURES

5.01. Purpose. In order to provide for a timely mechanism to ensure that the Sponsor has properly discharged its warranty and construction obligations with respect to the Common Elements and other improvements which the Association may be obligated to maintain ("Other Improvements"), the Board may establish a Pre-Transition Committee (the "Committee"), consisting of five (5) Unit Owners other than the Sponsor ("Resident Owners"). The Committee shall consist of all current Resident Owner Board members and such other Resident Owners as may be required to constitute the full five (5) member Committee. Such other Resident Owner Committee members shall be elected by the Resident Owners only and serve until the control of the Board is vested in the Resident Owners. The Resident Owner Board members on the Committee shall serve only during their respective terms on the Board. In the event of any vacancies on the Committee other than Resident Owner Board member vacancies, the successor Committee members shall be appointed by the Resident Owner Board members within thirty (30) days of the occurrence of any such vacancies.

Within thirty (30) days after control of the Board is vested in Resident Owners, the Committee shall be reconstituted to consist of such Resident Owners, including Resident Owner Board members, as the Resident Owner Board members deem appropriate.

In the case of a tie vote by the Resident Owner Board members, vacancies on the Committee shall under all instances be filled within fifteen (15) days after any such tie vote by a vote of the Resident Owners.

5.02. Authority. If formed, the Committee shall inspect and evaluate the condition of all Common Elements or Other Improvements, or any portion thereof which are not covered by performance guarantees posted with

the municipality ("Bonded Improvements") and the Sponsor indicates in writing to the Committee are complete ("Notice of Completion") and ready to be inspected for compliance with the Sponsor's warranty and construction obligations, all with the assistance of qualified independent engineering and legal consultants to be selected by the Committee and paid from the Transition Expense Fund described in Section 8.05(i) hereof. Thereafter, the Committee shall negotiate the appropriate remedial measures with the Sponsor and recommend to the Board of Directors the terms and conditions upon which the Sponsor shall be released from liability with respect to each such completed portion of such Common Elements and Other Improvements, but not for warranty obligations for individual Units. Bonded Improvements shall be exempt from this process and the acceptance of same by the municipality shall be deemed conclusive evidence that the Bonded Improvements have been completed satisfactorily whereupon the Sponsor shall have no further warranty or construction obligations with respect to same, either to the Association or the municipality.

5.03. Procedure. The Committee shall cause each completed portion of the Common Elements and Other Improvements, other than Bonded Improvements, to be inspected by and obtain a report from a qualified independent engineering consultant within sixty (60) days after the Committee's receipt of each Notice of Completion. A copy of each said report shall be furnished to the Sponsor within ten (10) days after the Committee's receipt of same. Thereafter the Committee or its designated representative(s) and the Sponsor shall conduct one or more joint inspections of the improvements covered by the Notice of Completion and pursue such good faith negotiations as may be appropriate to resolve any differences with respect to the Sponsor's obligations regarding such completed improvements.

If an agreement is reached between the Committee and the Sponsor, and the Committee recommends approval of same, then the Board shall be empowered to release the Sponsor from all liability with respect to such completed improvements, subject to such terms and conditions as may be acceptable to the Committee and the Sponsor. Any such release shall be legally binding as to form by an independent legal counsel for the Association who has been selected by the Committee.

However, if no such agreement is reached within one hundred and eighty (180) days after the Committee's receipt of the Notice of Completion, then the Sponsor shall have the option to (i) proceed to binding arbitration to resolve all disputed recommendations of the Committee pursuant to the rules of the American Arbitration Association, (ii) accept such portions of the Committee's recommendations as it deems appropriate, or (iii) reject the Committee's recommendations in their entirety. If the Sponsor elects option (ii) above, then the Board shall execute a binding release of liability of the Sponsor with respect to all Committee recommendations acceptable to the Sponsor, subject to such independent legal counsel's approval as to form. Moreover, the Board and the Association shall not be obligated to pursue any claims with respect to any unresolved items under either option (ii) or (iii) until the expiration of one (1) year after the Resident Owners assume control of the Board, it being understood and agreed that by submitting each Notice of Completion to the Committee the Sponsor shall have been deemed to have waived for such one (1) year period any statute of limitations defenses with respect to Common Elements or Other Improvements covered by such Notice.

5.04. Binding Release. Any release of the Sponsor's liability executed by the Sponsor controlled Board of Directors pursuant to this Article

V shall be legally binding upon the Association, absolutely and forever, despite the Sponsor's control of the Board.

5.05. Transition Procedures After Resident Owner Control of Board.

The procedures set forth in Section 5.03 shall apply to and be followed by the Sponsor and Resident Owner controlled Board of Directors with respect to all Common Elements and Other Improvements for which there has been no previous Notice of Completion furnished to the Association by the Sponsor or if no Committee was formed; provided, however, that a Resident Owner controlled Board shall not be obligated to utilize or follow the recommendations of the Committee.

5.06. Legal Effect. The provisions of this Article shall be construed to be complementary to and not in derogation of any other provisions of these By-Laws, the Master Deed, the Certificate of Incorporation or of any applicable statute or regulation of the State of New Jersey, including but not limited to N.J.S.A. 46:8B-12.1. Each Resident Owner's execution of the Power of Attorney set forth in the Unit Deed for his Unit shall constitute an irrevocable and binding consent to the terms of this Article V.

ARTICLE VI

TRANSACTION OF BUSINESS BY THE
BOARD OF DIRECTORS

6.01. Express and Implied Powers and Duties. The property, affairs and business of the Condominium Association shall be managed by the Board of Directors, which shall have all those powers granted to it by the Certificate of Incorporation, the Master Deed, these By-Laws, and by law.

6.02. Sponsor's Protective Provisions. After control of the Board of Directors has become vested in Directors elected by Members other than the Sponsor, and so long as the Sponsor owns at least one (1) Unit and

holds same for sale in the ordinary course of its business, the following shall apply:

- (a) Neither the Association nor its Board of Directors shall take any action that will impair or adversely affect the rights of the Sponsor or cause the Sponsor to suffer any financial, legal or other detriment, including but not limited to any direct or indirect interference with the sale of Units, or the assessment of the Sponsor for capital improvements.
- (b) The Association and its Board of Directors shall continue the same level of maintenance, operation and services as provided immediately prior to the assumption of control of the Association and the Board of Directors by Members other than the Sponsor.
- (c) In furtherance of the foregoing provisions, the Sponsor shall have the right to veto any and all actions of the Association or the Board which may have any direct or indirect detrimental impact upon the Sponsor as may be determined by the sole reasonable discretion of the Sponsor.
- (d) The Sponsor shall exercise its veto right, in its sole and absolute discretion, within ten (10) days after its receipt of written notice that a resolution or other action is proposed or has been taken by the Association or its Board. In such event, the Sponsor shall notify the Secretary of the Association of its exercise of its veto right and any such proposal or action shall be deemed null and void ab initio and of no further force and effect. If no such motion is

received by the Sponsor for a period of thirty (30) days after the initial proposal or action, then the proposal or action shall also be deemed null and void and of no further force and effect.

The aforementioned protective provisions shall be construed in accordance with and not in derogation of N.J.S.A. 46:8B-12.1 of the New Jersey Condominium Act and N.J.A.C. 5:26-8.4 of the regulations promulgated pursuant to the New Jersey Planned Real Estate Development Full Disclosure Act, N.J.S.A. 45:22A-1 et seq.

6.03. Meeting of the Board; Notices; Waiver of Notice. The first meeting of the Board shall be held within thirty (30) days after the first annual meeting of the Members, at such time and place as shall be fixed by a majority of the Board. No notice shall be necessary. Thereafter, regular meetings of the Board may be held at such time and place as shall be determined by a majority of the Board, but at least two (2) meetings shall be held each year. Notice of regular meetings of the Board shall be given to each Director by telephone, mail, or telegram at least three (3) days prior to the day of the meeting. Special meetings of the Board of Directors may be called by the President on three (3) days notice to each Director given by telephone, mail or private express delivery service, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board shall be called by the President or the Secretary in like manner and on like notice on the written request of at least three (3) Directors. Any Director may, at any time, waive, in writing, notice of any meeting of the Board, and such waiver shall be deemed equivalent to the giving of notice. Actual attendance by a Director at any meeting of the Board of Directors shall constitute a waiver of notice by him of the time and place of that meeting.

If all the Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting. In the discretion of the Board, meetings of the Board or portions thereof may be open to members of the Association or other persons for observation or participation in such manner and to the extent that the Board may deem appropriate.

6.04. Quorum and Adjourned Meetings. At all meetings of the Board, a majority of the Directors shall constitute a quorum for the transaction of business. The votes of a majority of the Directors present and voting at a meeting at which a quorum is present shall constitute a valid decision. If there shall be less than a quorum present at any meeting of the Board, the majority of those present shall adjourn the meeting to a new date. At any such adjourned meeting at which a quorum is present, any business which may have been transacted at the original meeting may be transacted without further notice. The vote of a majority of those present at a Board meeting at which a quorum is present shall be necessary for valid action by the Board on any matter.

6.05. Joinder in Meetings by Approval of Minutes. The transaction of any business at any meeting of the Board, however called and noticed, or wherever held, shall be as valid as if transacted at a meeting duly held after regular call and notice, if (i) a quorum is present; and (ii) either before or after the meeting, each Director signs a written waiver of notice, or a consent to the holding of the meeting, or an approval of the minutes thereof or of the resolution or act adopted at such meeting. All such waivers, consents or approval shall be in writing and filed with the Secretary and made a part of the minutes of the meeting even though filed subsequent thereto.

6.06. Non-Waiver. All the rights, duties and privileges of the Board shall be deemed to be continuing and shall not be exhausted by any single act or series of acts. To the same extent, the failure to use or employ any remedy or right hereunder or hereafter granted shall not preclude its exercise in the future nor shall any custom bind the Board.

6.07. Consent in Lieu of Meeting and Vote. Anything to the contrary in these By-Laws, the Certificate of Incorporation or the Master Deed notwithstanding, the entire Board of Directors shall have the power to take action on any matter on which it is authorized to act, without the necessity of a formal meeting and vote, if the entire Board or all the Directors empowered to act, whichever the case may be, shall consent in writing to such action.

ARTICLE VII

POWERS AND DUTIES OF BOARD OF DIRECTORS

7.01. General Powers and Privileges. The Board shall have these powers, which include but which are not necessarily limited to the following, together with such other powers as may be provided herein or in the Master Deed, or By-Laws, or which may be necessarily implied.

Subject to the Master Deed or other instruments of creation, the Association may do all it is legally entitled to do under the laws applicable to its form of organization. The Association shall discharge its powers in a manner that protects and furthers the health, safety and general welfare of the residents of the community. The Association shall provide a fair and efficient procedure for the resolution of disputes between individual Unit Owners and the Association, and between different Unit Owners, that shall be readily available as an alternative to litigation.

- (a) To employ, by contract or otherwise, a manager, managing agent or an independent contractor to oversee, supervise and carry out the responsibilities of the Board. The manager or independent contractor shall be compensated upon such terms as the Board deems necessary and proper; and
- (b) To employ any person, firm or corporation to repair, maintain or renovate the Common Elements of the Condominium; to lay pipes or culverts; to bury utilities; to put up lights or poles; to erect signs and traffic and safety controls of various sorts on the Property; and
- (c) To employ professional counsel and to obtain advice from persons, firms or corporations such as, but not limited to, landscape architects, architects, engineers, lawyers and accountants; and
- (d) To employ or contract for water and sewer, electricity and gas or other forms of utilities, cable or master antenna television; and
- (e) To adopt, amend, and publish rules and regulations covering the details of the operation and use of the Common Elements including, but not limited to, pet controls; and
- (f) To secure full performance by Unit Owners or occupants of all items of maintenance for which they are responsible; and
- (g) To set minimum standards for floor coverings to be installed by all Unit Owners in Buildings, with the exception of Sponsor; and

- (h) To coordinate the plans of Unit Owners and occupants of Units for moving their personal effects or property into the Unit or out of it, with a view toward scheduling such movements so that there shall be a minimum of inconvenience to others; and
- (i) To establish and enforce rules and regulations for parking by Unit Owners and occupants, subject to the provisions of the Master Deed, Certificate of Incorporation and these By-Laws; and
- (j) To arrange for security protection as necessary; and
- (k) To enforce obligations of the Unit Owners and do anything and everything else necessary and proper for the sound management of the Condominium, including the right to bring or defend lawsuits to enforce the terms, conditions and restrictions contained in the Master Deed, these By-Laws, or any rules and regulations; and
- (l) To borrow and repay monies giving notes, mortgages or other security upon such term or terms as it deems necessary; and
- (m) To invest and reinvest monies, sue and be sued, collect interest, dividends, and capital gains; exercise rights; pay taxes; make and enter into contracts; enter into leases or concessions; make and execute any and all proper affidavits for various purposes; compromise any action without leave of court; and all other powers contained herein, and those necessary and incidental thereto; and

- (n) To transfer, grant or obtain easements, licenses and other property rights with respect to the Common Elements in a manner not inconsistent with the rights of Unit Owners; and
- (o) To purchase, lease or otherwise acquire in the name of the Association or its designees, corporate or otherwise, on behalf of all Members, Units offered for sale or lease or surrendered by their Owners to the Board provided that the foregoing shall not be construed to constitute a right of first refusal; and
- (p) To purchase Units within the Condominium at foreclosure or other judicial sales in the name of the Association or its designees, corporate or otherwise, on behalf of all Unit Owners; and
- (q) To sell, lease, mortgage (but not vote the votes appurtenant thereto) or otherwise deal with Units acquired by the Association, and sublease any such Units leased by the Association or its designees, on behalf of all Unit Owners; and
- (r) To bring and defend actions, including the settlement and release of claims, which are pertinent to the operation of the Condominium, the health, safety or general welfare of the Unit Owners, or any other legal action to which the Unit Owners may consent in accordance with these By-Laws; and
- (s) To appoint an Insurance Trustee, who shall not be a member of the Association, an employee of the Sponsor, or the manager, who shall discharge his duties in accordance with

these By-Laws. In the absence of such an appointment, the Board shall be responsible for the disposition of all insurance proceeds; and

- (t) To create, appoint members to and disband such committees as shall from time to time be deemed appropriate or necessary to aid the Board in the discharge of its duties, functions and powers; and
- (u) To establish a Covenants Committee as hereinafter provided in Article XI; and
- (v) To impose upon each Unit Owner the requirement of an escrow deposit as set forth in Section 2.08; and
- (w) To release any or all claims against the Sponsor, whether or not Unit Owners other than the Sponsor constitute a majority of the Board; provided, however, if the Board is developer controlled at the time of release, there must be an approval of such release by at least a 75% majority of the Pre-Transition Committee as contemplated by Article V hereof.

7.02. Duties and Responsibilities. The Board shall have the affirmative and perpetual obligation and duty to perform the following:

- (a) Cause the General and Limited Common Elements to be maintained according to accepted standards and as set forth in the Master Deed, including, but not limited to, such maintenance, painting, replacement and repair work as may be necessary including the detention basin, lawn maintenance and clearing of snow from walkways as the Board may deem appropriate. All repairs and replacements shall be

- substantially similar to the original application and installation and shall be of first class quality; and
- (b) Investigate, hire, pay, supervise and discharge the personnel necessary to be employed, and provide the equipment and materials necessary, to properly maintain and operate the Common Elements. Compensation for the services of such employees (as evidenced by certified payroll) shall be considered an operating expense of the Association; and
 - (c) Cause to be kept a complete record of all its acts and corporate affairs and to present a summary report thereof to the members at the annual meeting or at any special meeting when requested in writing at least twenty-one (21) days in advance by members entitled to cast at least twenty-five (25%) percent of the total votes of the Association; and
 - (d) Allocate common surplus or make repairs, additions, improvements to, or restoration of the Common Elements in accordance with the provisions of these By-Laws and the Master Deed after damage or destruction by fire or other casualty, or as a result of condemnation or eminent domain proceedings; and
 - (e) Take any action necessary to comply promptly with any requirements affecting the premises maintained by the Association placed thereon by any federal, state, county or municipal authority having jurisdiction thereover, and order of the Board of Fire Underwriters or other similar bodies; and

- (f) Manage the fiscal affairs of the Association as provided in Article VIII; and
- (g) Place and keep in force all insurance coverages required to be maintained by the Association, applicable to its property and Members including, but not limited to:
- (i) Physical Damage Insurance. To the extent available in the normal commercial marketplace, broad form insurance against loss by fire and against loss by lightning, windstorm and other risks normally included within all risk extended coverage, including vandalism and malicious mischief, insuring all Common Elements and Unit betterments existing at the time of the initial conveyance, together with all service machinery appurtenant thereto, and covering the interest of the Association, the Board, the Sponsor, all Unit Owners and any Mortgage Holder who has requested the Association in writing to be named as loss payee, as their respective interests may appear, in an amount equal to the full replacement value of the Common Elements (exclusive of foundations and footings) and Unit betterments existing at the time of the initial conveyance, without deduction for depreciation. Each policy shall contain a standard mortgagee clause in favor of each applicable mortgage holder, which shall provide that the loss, if any, thereunder, shall be payable to each applicable

mortgage holder as its interest may appear, subject to the loss payment provisions set forth in Article XI of the Master Deed. When a majority of the Board is elected by the Unit Owners other than the Sponsor, prior to obtaining any renewal of a policy of fire insurance, the Board shall obtain an appraisal or other written evaluation of an insurance broker licensed to conduct business in New Jersey or other qualified expert as to the full replacement value of the Common Elements and the Unit betterments existing at the time of initial conveyance of the Unit, without deduction for depreciation, for the purposes of determining the amount of insurance to be effected pursuant to this subsection.

- (11) Public Liability Insurance. To the extent obtainable in the normal commercial marketplace, public liability insurance for personal injury and death from accidents occurring within the Common Elements (and any other areas which the Board of Directors may deem advisable), and the defense of any actions brought by injury or death of a person or property damage occurring within such Common Elements, and not arising by reason of any act or negligence of any individual Unit Owner. Such insurance shall be in such limits as the Board may, from time to time, determine, covering each Director, officer, the managing agent, the

manager, and each one insured against another. Until the first meeting of the Board of Directors following the first annual meeting, such public liability insurance shall be in a single limit of not less than \$1,000,000 covering all claims for personal injury or property damage arising out of any one occurrence. The Board shall review such limits once a year.

(iii) Directors and Officers Liability Insurance. To the extent obtainable in the normal commercial marketplace, liability insurance indemnifying the Directors and Officers of the Association against liability for errors and omissions occurring in connection with the performance of their duties.

(iv) Workers Compensation Insurance. Workers compensation and New Jersey disability benefits insurance as required by law.

(v) Other Insurance. Such other insurance as the Board may determine.

All policies shall: (i) provide that adjustment of loss shall be made by the Board of Directors with the approval of the Insurance Trustee, if any, and that the net proceeds thereof, if \$25,000.00 or less shall be payable to the Board, and if more than \$25,000.00 shall be payable to the Insurance Trustee, if any; (ii) require that the proceeds of physical damage insurance be applied to the restoration of such Common Elements and structural portions and service machinery as is required by the Master Deed and these By-Laws; (iii) to the extent obtainable contain agreed amount and inflation guard

endorsements; (iv) provide that the insurance will not be prejudiced by any act or omission of individual Members that are not under the control of the Association; (v) provide that the policy will be primary, even if insurance covering the same loss is held by any Member(s); (vi) to the extent obtainable contain waivers of subrogation and waivers of any defense based on co-insurance or of invalidity arising from any acts of the insured; and (vii) provide that such policies may not be cancelled without at least thirty (30) days prior written notice to all of the named insured, including all Unit Owners and Eligible Mortgage Holders.

The Board may determine, in its sole discretion, the amount of any deductible and the responsibility for payment of same as to any policy of insurance maintained under this subsection. Despite any other provisions of this subsection, the Association shall not be required to provide any type or amount of insurance not commonly available in the normal commercial marketplace.

Unit Owners shall not be prohibited from carrying insurance for their own benefit provided that all such policies shall contain waivers of subrogation and that the liability of the carriers issuing insurance obtained by the Board shall not be affected or diminished by reason of any such additional insurance carried by any Unit Owner.

ARTICLE VIII

FISCAL MANAGEMENT

8.01. Annual Common Expense Assessments. The Board shall have the duty to collect from each Unit Owner, his heirs, administrators, successors and assigns, as "Annual Common Expense Assessments," the proportionate part of the Common Expenses assessed against such Unit Owner as provided in the Master

Deed, the Certificate of Incorporation, these By-Laws, and in accordance with applicable law.

8.02. Determination of Common Expenses. The amount of monies for Common Expenses deemed necessary by the Board and the manner of expenditure thereof, including but not limited to, the allocation thereof, shall be a matter for the sole discretion of the Board.

8.03. Disbursements. The Board of Directors shall take and hold the funds as collected and shall disburse the same for the purposes and in the manner set forth herein and as required by the Master Deed, Certificate of Incorporation, and applicable law.

8.04. Depositories. The depository of the Association shall be such a bank or banks as shall be designated from time to time by the Board in which the monies of the Association shall be deposited. Withdrawal of monies from such accounts shall be only by checks signed by such parties as are authorized by the Board, provided that a management agreement may include among its provisions authority for the manager to sign checks on behalf of the Association for payment of the obligations of the Association, if the proper fidelity bond is furnished to the Association.

8.05. Accounts. The receipts and expenditures of the Association shall be Common Expense Assessments and Common Expenses respectively, and shall be credited and charged to accounts under the following classifications as the Board shall deem appropriate, all of which expenditures shall be Common Expenses:

- (a) Current expenses, which shall include expenditures within the year for which the budget is made, including reasonable allowances for contingencies and working funds. Current

expenses shall not include expenditures chargeable to reserves. At the end of each year, the unexpended amount remaining in this account shall be applied to reduce the assessments for current expenses for the succeeding year or may be distributed to the current membership in the same manner as assessed, as the Board shall determine.

- (b) Reserve for deferred maintenance, which shall include funds for maintenance items that occur less frequently than annually.
- (c) Reserve for replacement, which shall include funds for repair or replacement of the Common Elements and those portions of the Common Elements for which repair or replacement is required because of damage, depreciation or obsolescence.
- (d) Reserves for capital improvements, which shall include the funds to be used for capital expenditures or for acquisition of additional personal property that will be part of the Common Property.
- (e) Operations, which shall include all funds from the use of the Common Elements or from any other sources. Only the additional direct expense required by any revenue producing operation will be charged to this account. Any surplus from any operation or otherwise shall be used to reduce the assessments for current expenses for the succeeding year, or at the discretion of the Board, distributed to the current membership in the same manner as assessed. Losses from

operations or otherwise shall be met by special assessments against Unit Owners, which assessments may be made in advance to provide a working fund.

- (f) Working capital, consisting of those non-refundable and nontransferable contributions imposed upon each Owner upon acquisition of title to a Unit pursuant to Section 2.06, which the Board of Directors may use in its reasonable discretion to meet unanticipated or other expenses of the Association (but not to reduce the Annual Common Expense Assessment).
- (g) Escrow deposits paid by each Unit Owner to be applied in the event of a default in payment of Common Expense Assessments by that Unit Owner, if imposed under Section 2.07.
- (h) Bulk real estate tax reserve, which shall be those funds collected by the Association as Miscellaneous Assessments to enable the Association to pay to the Township of Marlboro those amounts estimated or assessed and billed as real estate taxes against the Property as a whole until such time as the Township of Marlboro assesses and bills all real estate taxes on a per unit basis.
- (i) Transition Expense Fund, which shall be those funds paid by the Unit Owners at the initial closing of their respective Units to help underwrite the cost of independent legal, engineering, and any other professional consultants necessary to assist the Association in the transfer of responsibility to the Association for the maintenance,

operation, and administration of the Common Elements and Association affairs.

The Board of Directors shall not be required to physically segregate the funds held in the above accounts except for the Transition Expense Fund, reserves for replacement and repair and escrow deposits, if any, which funds must be maintained in separate accounts. The Board may, in its sole discretion, maintain the remaining funds in one or more consolidated accounts. As to each consolidated account, the division into the various accounts set forth above need be made only on the Association's records.

8.06. Reserves. The Board of Directors shall not be obligated to expend all of the revenues collected in any accounting period, and must maintain reasonable reserves for, among other things, repairs, replacements, emergencies, contingencies for bad weather or uncollected accounts. Notwithstanding anything herein to the contrary, the Board in its determination of the Common Expenses and the preparation of a budget shall specifically designate and identify that portion of the Common Expenses which is to be assessed against the Unit Owners as a capital contribution and is allocable to reserves for each separate item of capital improvement of and to said Property. The amounts assessed and collected for the reserves shall be kept in one or more interest-bearing savings accounts or certificates of deposit and shall not be utilized for any purpose other than that which was contemplated at the time of the assessment. The foregoing shall not be construed to mean that the Board shall not be permitted to keep additional cash on hand, in a checking or petty cash account, for the necessary discharge of its functions.

8.07. Notice. The Board of Directors shall give written notice to each Unit Owner and Eligible Mortgage Holder of the estimated Common Expenses for the management and operation of the Association for the next ensuing budget period, directed to the Unit Owner at his last known address by ordinary mail or by hand delivery. Such notice shall be conclusively presumed to have been delivered five (5) days after deposit in the United States mails. If an Annual Common Expense Assessment is not made as required, an assessment shall be presumed to have been made in the amount of the last prior year's assessment increased by ten (10%) percent; and monthly installments on such assessment shall be due upon each installment payment date until changed by an amended assessment. In the event the Annual Common Expense Assessment proves to be insufficient, the Board may amend the budget and assessments, at any time, provided that nothing herein shall serve to prohibit or prevent the Board from imposing an Emergency Assessment in the case of any immediate need or emergency which cannot be met by reserve funds allocated for such contingency.

8.08. Acceleration of Assessment Installment Upon Default. If a Unit Owner shall be more than sixty (60) days in default in the payment of an installment of any type of assessment, the Board shall notify that Unit Owner that the remaining installments of the assessment shall be accelerated if the delinquent installment has not been paid by a date stated in the notice, which date shall not be less than ten (10) days after the mailing of such notice to him by certified mail. If such notice is given and the default continues beyond such ten (10) day period, the Board shall accelerate the remaining installments of the assessment and notify the delinquent Unit Owner that a lien for the accelerated amount shall be filed on the date stated in the

notice if the accelerated balance has not been paid by that date. If the delinquent assessment is not paid on time, the lien for such accelerated assessment shall be filed. If the default continues for a period of ninety (90) days from the date on which the lien is filed, the Board may foreclose the lien pursuant to law or commence a suit against the Unit Owner, his successors or assigns to collect the assessment or both.

8.09. Interest and Counsel Fees. At its option, the Board may impose a late charge of any reasonable amount and interest at the legal maximum rate permitted by law if payment of any installment of any assessment is made after the date on which the installment is due. If the Board shall employ counsel to collect any assessment or charge, the Board may add to that assessment or charge the reasonable costs for counsel fees, the preparation, filing and discharge of the lien, and such other costs of collection that may be permitted by law.

- (a) In the case of any action or proceeding brought or defended by the Association or the Board pursuant to the provisions of these By-Laws, the reasonable costs and expenses of preparation and litigation, including attorneys fees, shall be a Common Expense allocated among all Unit Owners other than the Sponsor.
- (b) Money judgments recovered by the Association in any action or proceeding brought hereunder, including costs, penalties or damages shall be deemed a special fund to be applied to
- (1) the payment of unpaid litigation expenses;
 - (2) refunding to the Unit Owners the cost and expenses of litigation advanced by them;
 - (3) Common Expenses, if the recovery

thereof was the purpose of the litigation; (4) repair or reconstruction of the Common Elements if recovery of damages to same was the motivation for the litigation; and (5) at the discretion of the Board, any amount not applied to (1), (2), (3) and (4) above shall be treated as either (i) a common surplus which shall be allocated and distributed pursuant to the provisions of Article VI of the Master Deed or (ii) a set off against the Common Expense Assessments generally. Despite the foregoing, if a Unit Owner, the Board or any other person or legal entity affected by any such distribution, shall assert that the damages sustained or the diminution in value suffered by a Unit Owner(s) was disproportionate to his percentage of common interest, the matter shall be submitted to binding arbitration to be decided in accordance with the procedures set forth in Article XVI.

- (c) All Common Expenses received and to be received by the Board for the purpose of paying any judgment obtained against the Association or the Board and the right to receive such funds shall constitute trust funds, which shall be spent first for such purpose before any part is spent for any other purpose.
- (d) If a Unit Owner succeeds in obtaining a judgment or order against the Association or the Board, then, in addition to any other sums to which said Owner(s) would otherwise be entitled by such judgment or order, he shall also be entitled to the restitution or recovery of any sums paid to

the Board as assessments for litigation expenses for that action or proceeding.

8.10. Power of Attorney to Permitted Mortgage Holder. If the Board does not cause the enforcement procedures provided in Sections 8.08 and 8.09 to be implemented within the time provided, any Permitted Mortgage Holder for any Unit for which there shall be unpaid Common Expense Assessments, or other charges is hereby irrevocably granted a power of attorney to commence such actions and to invoke such other remedies, in the name of the Association. This power of attorney is expressly stipulated to be coupled with an interest in the subject matter.

8.11. Annual Audit. The Board shall submit the books, records, and memoranda of the Association to an annual audit by an independent public accountant who shall render a full report in writing to the Board and a summary to the Unit Owners and such Eligible Mortgage Holders or other persons, firms or corporations as may be entitled to same. While the Sponsor maintains a majority of the Board, it shall have an annual audit of Association funds prepared by an independent accountant, a copy of which shall be delivered to each Unit Owner within ninety (90) days of the expiration of the fiscal year of the Association. The audit shall cover the operating budget and reserve accounts.

8.12. Examination of Books. Any Unit Owner shall be permitted to examine the books of account of the Board by appointment at a reasonable time on business days; provided that the Treasurer has been given at least ten (10) days prior written notice of the Unit Owner's desire to make such an examination.

8.13. Fidelity Bonds. Fidelity bonds shall be required by the Board of Directors from all persons handling or responsible for Association funds. The amount of such bonds shall be in the amount of the maximum funds that will be in the custody of the Association at any one time, but in no event less than the sum of three (3) months' assessments of all Units in the Condominium. This amount shall be determined by the Board in its sole discretion. While the Sponsor maintains the majority of representation on the Board, it shall post a fidelity bond or other guaranty acceptable to the New Jersey Department of Community Affairs in an amount equal to the annual budget. For the second and succeeding years, the bond or other guaranty shall include accumulated reserves. The premiums on such bonds shall be paid by the Association.

ARTICLE IX
OFFICERS

9.01. Designation. The principal officers of the Association shall be a President, a Vice-President, both of whom shall be members of the Board, a Secretary and a Treasurer. The Board may also appoint such Assistant Treasurers and Assistant Secretaries as may be necessary. Any two (2) offices, except that of President and Vice-President, may be held by one person.

9.02. Election of Officers. The Board shall elect the officers of the Association annually at the first Board of Directors meeting following the annual meeting. The officers shall hold office at the pleasure of the Board.

9.03. Removal of Officers. Upon an affirmative vote of a majority of the full number of Directors, any officer may be removed, either

with or without cause, after opportunity for a hearing, and his successor elected at any regular meeting of the Board, or at any special meeting of the Board of Directors called for such purpose.

9.04. Duties and Responsibilities of Officers.

- (a) The President shall be the chief executive officer of the Association. He shall preside at all meetings of the Association and of the Board. He shall have all of the general powers and duties that are customarily vested in the office of President of an Association.
- (b) The Vice-President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice-President is able to act, the Board shall appoint another Director to so do on an interim basis. The Vice-President shall also perform such other duties as shall from time to time be imposed upon him by the Board.
- (c) The Secretary shall keep the minutes of all meetings of the Board and the minutes of all meetings of the members of the Association; he shall have charge of such books and papers as the Board of Directors may direct; and he shall, in general, perform all the duties customarily incident to the office of the Secretary.
- (d) The Treasurer shall have the responsibility for the custody of Association funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. He

shall be responsible for the deposit of all monies and other valuable effects in the name, and to the credit of the Association in such depositories as may from time to time be authorized by the Board.

9.05. Other Duties and Powers. The officers shall have such other duties, powers and responsibilities as shall, from time to time, be authorized by the Board.

9.06. Eligibility of Directors. Nothing herein contained shall prohibit a Director from being an officer.

ARTICLE X

COMPENSATION, INDEMNIFICATION AND EXCULPABILITY OF OFFICERS, DIRECTORS, AND COMMITTEE MEMBERS

10.01. Compensation. No compensation shall be paid to the President, the Vice-President, any Director or committee member for acting as such. The Secretary or Treasurer or both may be compensated for their services if the Board determines that compensation is appropriate. Nothing in this Section shall prevent any officer, Director, or committee member from being reimbursed for out-of-pocket expenses or compensated for services rendered in any other capacity to or for the Association, provided that the Board authorized in advance any such expenses incurred or services rendered.

10.02. Indemnification. Each Director, officer or committee member of the Association shall be indemnified by the Association against the actual amount of net loss including counsel fees, reasonably incurred by or imposed upon him in connection with any action, suit or proceeding to which he may be a party by reason of his being or having been a Director, officer, or committee member of the Association except as to matters for which he shall be

ultimately found to be liable for gross negligence or willful misconduct. In the event of a settlement of any such case, indemnification shall be provided only in connection with such matters covered by the settlement as to which the Association is advised by counsel that the person to be indemnified had not been guilty of gross negligence or willful misconduct.

10.03. Exculpability. Unless acting in bad faith, neither the Board as a body nor any Director, officer, or committee member shall be personally liable to any Unit Owner in any respect for any action or lack of action arising out of the execution of his office. Each Unit Owner shall be bound by the good faith actions of the Board, officers and committee members of the Association, in the execution of the duties of said Directors, officers and committee members. Nothing contained in this Section shall be construed so as to exculpate members of the Board of Directors appointed by the Sponsor from discharging their fiduciary responsibilities.

ARTICLE XI

COVENANTS COMMITTEE

11.01. Purpose. The Board of Directors may establish a Covenants Committee, consisting of three members appointed by the Board, each to serve for a term of one year, to assure that the Condominium shall always be maintained in a manner:

- (1) providing for visual harmony and soundness of repair;
- (2) avoiding activities deleterious to the aesthetic or property values of the Condominium;
- (3) furthering the comfort of the Unit Owners, their guests, invitees and lessees; and

- (4) promoting the general welfare and safety of the Condominium community.

11.02. Powers. The Covenants Committee shall regulate the design, appearance, use and maintenance of the Common Elements in accordance with standards and guidelines contained in the Master Deed or By-Laws or otherwise adopted by the Board. The Covenants Committee shall have the power to issue a cease and desist request to a Unit Owner, his guests, invitees, or lessees whose actions are inconsistent with the provisions of the Condominium Act, the Master Deed, the By-Laws, the Rules and Regulations or resolutions of the Board of Directors (upon petition of any Unit Owner or upon its own motion). The Covenants Committee shall from time to time, as required, provide interpretations of the Master Deed, Certificate of Incorporation and By-Laws, Rules and Regulations and resolutions pursuant to the intents, provisions and qualifications thereof when requested to do so by a Unit Owner or the Board. Any action, ruling or decision of the Covenants Committee may be appealed to the Board by any party deemed by the Board to have standing as an aggrieved party and a vote of a majority of the full authorized membership of the Board may modify or reverse any such action, ruling or decision.

11.03. Authority. The Covenants Committee shall have such additional duties, power and authority as the Board may from time to time provide by resolution including the right to impose fines pursuant to Section 12.02. The Board may relieve the Covenants Committee of any of its duties, powers and authority either generally or on a case by case basis by vote of a majority of its full authorized membership. The Covenants Committee shall carry out its duties and exercise its powers and authority in the manner provided for in the Rules and Regulations or by resolution of the Board.

Notwithstanding the foregoing, no action may be taken by the Covenants Committee without giving the Unit Owner(s) involved at least ten (10) days prior written notice and affording him the opportunity to be heard, with or without counsel, with respect to the violation(s) asserted.

ARTICLE XII

ENFORCEMENT

12.01. Enforcement. The Board shall have the power, at its sole option, to enforce the terms of this instrument or any rule or regulation promulgated pursuant thereto, by any or all of the following: self-help; sending notice to the offending party to cause certain things to be done or undone; restoring the Association to its original position and charging the breaching party with the entire cost or any part thereof; complaint to the duly constituted authorities; or by taking any other action before any court, summary or otherwise, as may be provided by law.

12.02. Fines. The Board shall also have the power to levy fines against any Unit Owner(s) for violation(s) of any rule or regulation of the Association or for any covenants or restrictions contained in the Master Deed or By-Laws, except that no fine may be levied for more than \$50.00 for any one violation. Each day a violation continues after notice shall be considered a separate violation. Collection of the fines may be enforced against any Unit Owner(s) involved as if the fine were a Common Expense owed by that Unit Owner(s). Despite the foregoing, before any fine is imposed by the Board, the Unit Owner involved shall be given at least ten (10) days prior written notice and afforded an opportunity to be heard, with or without counsel, with respect to the violation(s) asserted.

12.03. Waiver. No restriction, condition, obligation or covenant contained in these By-Laws shall be deemed to have been abrogated or waived by reason of the failure to enforce the same irrespective of the number of violations or breaches thereof which may occur.

12.04. Cause of Action Against Association. Unit Owners shall have a cause of action, to the extent permitted by the laws of this State, against the Association for its failure to act in accordance with the Master Deed, Certificate of Incorporation, these By-Laws, any Rules or Regulations governing the Condominium or any formal decisions of the Association.

ARTICLE XIII

AMENDMENTS

Subject to the restrictions in Article XIV of the Master Deed, these By-Laws may be altered or repealed, or new By-Laws enacted, at any meeting of the Association duly held for such purpose. Prior to such meeting, written notice shall be sent to Unit Owners setting forth the exact language of the amendment or of the repeal. An amendment of these By-Laws shall require the affirmative vote of fifty-one (51%) percent in interest of the Members. The amendment shall be restricted as follows: (i) the first annual meeting may not be advanced, (ii) the first Board of Directors (including replacements in case of vacancies) may not be enlarged or removed, (iii) the obligation or the proportionate responsibility for the payment of Common Expenses with respect to Units or the Common Elements may not be changed, (iv) Article V hereof shall not be modified, and (v) no new By-Law, amendment or repeal shall in any way affect the Sponsor, including any successor of the Sponsor, unless the Sponsor or its successor has given its prior written consent.

ARTICLE XIV

CONFLICT; INVALIDITY

14.01. Conflict. Anything to the contrary herein notwithstanding, if any provision of these By-Laws is in conflict with or contradiction of the Master Deed, the Certificate of Incorporation or with the requirements of any law, the requirements of the Master Deed, the Certificate of Incorporation, or law shall be deemed controlling.

14.02. Invalidity. The invalidity of any part of these By-Laws shall not impair or affect in any manner the enforceability or affect the remaining provisions of the By-Laws.

ARTICLE XV

NOTICE

Any notice required to be sent to any Unit Owner or any Eligible Mortgage Holder under the provisions of the Master Deed or Certificate of Incorporation or these By-Laws shall be deemed to have been properly sent and notice given when sent by regular mail with postage prepaid, addressed to the Unit Owner at his last known post office address on the records of the Association at the time of such mailing. Notice to one of two or more co-owners of a Unit shall constitute notice to all co-owners. Every Unit Owner shall immediately notify the Secretary of the Association in writing of any change of address or ownership. Valid notice may also be given to Unit Owners by (i) personal delivery to any occupant of the Unit over fourteen (14) years of age or (ii) by affixing the notice to or sliding same under the front door of any Unit.

ARTICLE XVI

ARBITRATION

Any arbitration provided for in these By-Laws shall be conducted before one arbitrator in Monmouth County, New Jersey by the American Arbitration Association, in accordance with its rules then obtaining and the decision rendered in such arbitration shall be binding upon the parties and may be entered in any court having jurisdiction. All expenses of arbitration including the fees and expenses of counsel and experts shall be Common Expenses.

ARTICLE XVII

CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words "Pointe De Jardin Condominium Association, Inc."

EXHIBIT 1F

Schedule of Percentage of Interest in Common Elements

Not Certified Copy

DB5128-0883

EXHIBIT F
SCHEDULE OF PERCENTAGE OF INTEREST IN COMMON ELEMENTS
FOR PHASE I (48 UNITS)

<u>BUILDING</u>	<u>UNIT</u>	<u>PERCENTAGE INTEREST</u>
5	33 to 40	2.0833
7	49 to 56	2.0833
8	57 to 64	2.0833
9	65 to 72	2.0833
10	73 to 80	2.0833
11	81 to 87	2.0833
	88	<u>2.0849</u>
	TOTAL	100%

Not Certified Copy

DB5128-0884

EXHIBIT F

SCHEDULE OF PERCENTAGE OF INTEREST IN COMMON ELEMENTS
 BASED UPON FULL OCCUPANCY (360) UNITS

<u>BUILDING</u>	<u>UNIT</u>	<u>PERCENTAGE INTEREST</u>
1	1 to 8	.3231
2	9A, 9B, 10A, 10B, 11A, 11B, 12A, 12B, 13A, 13B, 14A, 14B, 15A, 15B, 16A, 16B	.1616
3	17 to 24	.3231
4	25 to 32	.3231
5	33 to 40	.3231
6	41A, 41B, 42A, 42B, 43A, 43B, 44A, 44B, 45A, 45B, 46A, 46B, 47A, 47B, 48A, 48B	.1616
7	49 to 56	.3231
8	57 to 64	.3231
9	65 to 72	.3231
10	73 to 80	.3231
11	81 to 88	.3231
12	89 to 96	.3231
13	97 to 104	.3231
14	105A, 105B, 106A, 106B, 107A, 107B, 108A, 108B, 109A, 109B, 110A, 110B, 111A, 111B, 112A, 112B	.1616
15	113A, 113B, 114A, 114B, 115A, 115B, 116A, 116B, 117A, 117B, 118A, 118B, 119A, 119B, 120A, 120B	.1616
16	121 to 128	.3231
17	129 to 136	.3231
18	137 to 144	.3231
19	145 to 152	.3231

DB5128-0885

<u>BUILDING</u>	<u>UNIT</u>	<u>PERCENTAGE INTEREST</u>
20	153 to 160	.3231
21	161 to 168	.3231
22	169 to 176	.3231
23	177 to 184	.3231
24	185 to 192	.3231
25	193 to 200	.3231
26	201A, 201B, 202A, 202B, 203A, 203B, 204A, 204B, 205A, 205B, 206A, 206B, 207A, 207B, 208A, 208B	.1616
27	209A, 209B, 210A, 210B, 211A, 211B, 212A, 212B, 213A, 213B, 214A, 214B, 215A, 215B, 216A, 216B	.1616
28	217 to 224	.3231
29	225 to 232	.3231
30	233A, 233B, 234A, 234B, 235A, 235B, 236A, 236B, 237A, 237B, 238A, 238B, 239A, 239B, 240A, 240B	.1616
31	241 to 248	.3231
32	249 to 256	.3231
33	257 to 264	.3231
34	265 TO 272	.3231
35	273 TO 280	.3231
36	281 TO 288	.3231
37	289 TO 296	.3231
38	297 TO 304	.3231
39	305 TO 312	.3231
	TOTAL	100%

DB5128-0886

EXHIBIT 1G

Chart of Maintenance Responsibilities

Not Certified Copy

DB5128-0887

EXHIBIT G
 POINTE DE JARDIN, A CONDOMINIUM
 MAINTENANCE RESPONSIBILITIES

CERTAIN OTHER COMPONENTS
 UNDER UNIT OWNER'S
 RESPONSIBILITY WITHOUT
 RESPECT TO OWNERSHIP OF
 THE COMPONENT

UNIT COMPONENTS UNDER
 ASSOCIATION
 RESPONSIBILITY

LIMITED COMMON
 ELEMENTS UNDER
 ASSOCIATION
 RESPONSIBILITY

GENERAL COMMON ELEMENTS
 UNDER ASSOCIATION
 RESPONSIBILITY

ITEMS

1. Plumbing and related systems and components thereof.

All maintenance, repair and replacement of partitions or plumbing and water systems outside of the Buildings and portions of plumbing and water systems serving more than one Unit. Water damage to Common Elements or Units from common Plumbing systems or from a Unit.
2. Electrical and related systems and components thereof excluding appliances, fixtures and lights.

All, in all regards, except those serving only one Unit or those portions within Unit boundaries.
3. Heating, ventilation and cooling systems and components thereof.

All, in all regards.

Only to the extent that a malfunction or threat of same has originated outside the Unit in which the malfunction occurs or may occur. Repair or grouting, caulking and other water inhibitors or plumbing components when Unit Owner, upon reasonable notice, refuses to repair condition threatening or causing damage to other Units or Common Elements.

The portions within a Unit including fixtures and appliances attached thereto. Water damage to any Unit, if such damage is caused by the negligence of the Unit Owner.

All, in all regards, for items serving only one Unit or contained within Unit boundaries.

All heating, ventilating and cooling systems and components thereof contained within Unit boundaries.

085128-0888

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CERTAIN OTHER COMPONENTS
UNDER UNIT OWNER'S
RESPONSIBILITY WITHOUT
RESPECT TO OWNERSHIP OF
THE COMPONENT

LIMITED COMMON
ELEMENTS UNDER
ASSOCIATION
RESPONSIBILITY

GENERAL COMMON ELEMENTS
UNDER ASSOCIATION
RESPONSIBILITY

ITEMS	LIMITED COMMON ELEMENTS UNDER ASSOCIATION RESPONSIBILITY	UNIT COMPONENTS UNDER ASSOCIATION RESPONSIBILITY	CERTAIN OTHER COMPONENTS UNDER UNIT OWNER'S RESPONSIBILITY WITHOUT RESPECT TO OWNERSHIP OF THE COMPONENT
4. Roofs, foundations, footings, columns, girders, beams, supports, exterior or interior bearing or main walls, floors between units.	All, in all regards.		
5. Private streets, curbs, sidewalks.	All, in all regards.		
6. Exterior lights.	All, in all regards.		
7. Trash receptacles.	All, in all regards.		
8. Common Parking Spaces.	All, in all regards.		
9. Exterior stairways, patios balconies and porches.	All, in all regards.		
			Snow clearing and routine cleaning as required.

Not Certified Copy

DB5128-0889

CERTAIN OTHER COMPONENTS
UNDER UNIT OWNER'S
RESPONSIBILITY WITHOUT
RESPECT TO OWNERSHIP OF
THE COMPONENT

UNIT COMPONENTS UNDER
ASSOCIATION
RESPONSIBILITY

LIMITED COMMON
ELEMENTS UNDER
ASSOCIATION
RESPONSIBILITY

GENERAL COMMON ELEMENTS
UNDER ASSOCIATION
RESPONSIBILITY

ITEMS

10. Windows.	All exterior portions in all regards, except routine cleaning which is to be the Unit Owner's responsibility (see Column V).	All interior portions of windows serving Units, including weather stripping and broken glass replacement in all regards, and routine cleaning of both interior and exterior.
11. Doors, main entry to Units.	All surfaces directly facing exterior of Unit, including door, panel, buck, trim and sills, except for routine cleaning which is Unit Owner's responsibility (see Column V).	Interior of door panel; interior trim, hardware, including lock and door chime assembly and all hinges/closure; routine cleaning of both interior and exterior.

12. Detention Basin(s). All, in all regards

13. Pool and related systems and components thereof and other recreational amenities. All, in all regards.

EXHIBIT 1H
Rules and Regulations

Not Certified Copy

DB5128-0891

POINTE DE JARDIN, A CONDOMINIUM

RULES AND REGULATIONS

These Rules and Regulations together with such other Rules and Regulations as may hereafter be adopted by the Board of Directors shall govern the use of the Units and the Common Elements and the conduct of all Unit Owners, their family, guests, tenants and visitors who enter the property.

1. No Unit Owner may use any Unit or any part of the Common Elements appurtenant to any Unit for any purpose other than as a private residence. No business, trade or profession shall be conducted in any Unit.
2. There shall be no obstruction of the Common Elements nor shall anything be stored in or upon the Common Elements without the prior written consent of the Board.
3. No animal of any kind shall be raised, bred or kept in any Unit or the Common Elements without the prior written consent of the Board, except that one (1) cat or one (1) dog per Unit is permissible.
4. Pet owners shall immediately clean up after their pets.
5. Pets must be carried or leashed at all times.
6. Pet owners are responsible for any damage to Units and Common Elements caused by their pet.
7. Pet owners are responsible for any injury or disturbances, including but not limited to noises, that their pets cause or inflict.
8. No vehicles of a size larger than a panel truck, no mobile home, recreation vehicle, boat, boat trailer or the like and no vehicles bearing commercial signs or lettering shall be parked on any part of the Property, except those vehicles temporarily on the property for the purpose of servicing the Common Elements or one of the Units, without the prior written consent of the Board.
9. The Board of Directors shall have the right to remove vehicles that are parked in violation of these Rules or any other rule at the expense of the respective owners thereof.
10. No portion of the Property shall be used or maintained for the dumping of rubbish or debris, except in the Central Refuse and Recycling Facility for regularly scheduled collections.

DB5128-0892

11. No exterior loudspeakers other than those contained in portable radios or television sets shall be permitted, and no unshielded floodlights shall be installed in any exterior area of any Unit or any deck appurtenant thereto, without the prior written consent of the Board.

12. No signs, including but not limited to real estate brokers and For Sale signs, awnings, grills, fences, canopies, shutters, or radio or television antenna or aerial shall be erected or installed in or upon the Common Elements without the prior written consent of the Board.

13. Unit Owners shall not have the right to paint or otherwise decorate or change the appearance of any portion of the exterior of the Buildings or any parking areas.

14. Each Unit Owner is responsible to promptly report to the Board any defect or need of repairs, the responsibility for which is that of the Association.

15. Each Unit Owner shall give the Secretary of the Association timely notice of his intent to list his Unit for sale and, upon closing of title, shall forthwith notify such Secretary of the names and home addresses of the purchasers.

16. No Unit Owner or occupant shall build, plant, maintain or temporarily use any matter or thing upon, in, over or under the Common Elements without the prior written consent of the Board.

17. No Unit Owner or occupant shall burn, chop or cut anything on, over or above the Common Elements.

18. No clothes poles, lines or clothes trees shall be installed or maintained, nor shall any laundry, blankets, rugs or any other thing be hung out to dry or air outside of any Unit or elsewhere within the Condominium.

19. Draperies, blinds, curtains or other window coverings must be installed by each Unit Owner on all windows of his Unit and must be maintained in said windows at all times.

20. The Common Elements shall be used only for the furnishing of the services and facilities for which they are reasonably intended and suited and which are incident to the use and occupancy of the Units.

21. No noxious or offensive activities shall be carried on, in or upon the Common Elements or in any Unit nor shall anything be done therein either willfully or negligently

which may be or become an annoyance or nuisance to the other residents in the Condominium.

22. No immoral, improper, offensive or unlawful use shall be made of any Unit, and all laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereover shall be observed.

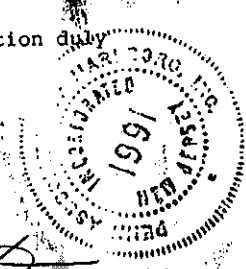
23. No Owner (other than the Sponsor) may make any structural additions, alterations or improvements in or to his Unit or in or to the Common Elements or impair any easement without the prior written approval of the Board. Nothing herein shall be construed to prohibit the reasonable adaptation of any Unit for handicap use.

24. These are the initial Rules and Regulations of the Association. Any additions or revisions hereto or items removed by repeal herefrom need not be recorded to be effective.

IN WITNESS WHEREOF, the Sponsor has caused this instrument to be executed the day and year first above written, by its duly authorized President, and the corporate seal affixed pursuant to a resolution duly adopted by its Board of Directors.

ATTEST:

PENN ASSOCIATES OF MARLBORO, INC.
a New Jersey Corporation



Sheila Gross
Sheila Gross Assistant Secretary

By: Allen Weingarten, President
Allen Weingarten

Not Certified Copy

DB5128-0895

STATE OF NEW JERSEY, COUNTY OF MIDDLESEX

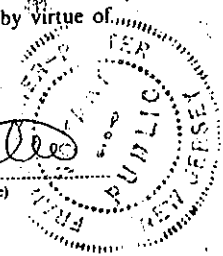
SS.

I CERTIFY that on March 9, 1992, Allen Weingarten and Sheila Gross personally came before me and this person acknowledged under oath, to my satisfaction, that:

- (a) this person signed, sealed and delivered the attached document as President and Assistant Secretary of PENN ASSOCIATES OF MARLBORO, INC. the corporation named in this document;
- (b) the proper corporate seal was affixed; and
- (c) this document was signed and made by the corporation as its voluntary act and deed by virtue of authority from its Board of Directors.

(Print name and title below signature)

FRAN D. SCHIER-POTTER
Notary Public of New Jersey
My Commission Expires Aug. 31, 1995



Not Certified Copy

END OF DOCUMENT

FEB 27 2006

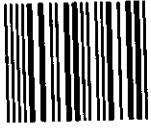
Prepared by:

Frederick J. Kalma

State of New Jersey

HOUSING AFFORDABILITY SERVICE
NEW JERSEY HOUSING AND MORTGAGE FINANCE AGENCY
(N.J.A.C. 5:80-26.1 et. seq. Appendix B)

FEB 27 2006



006140

Deed

MANDATORY DEED FORM FOR OWNERSHIP 95/5 UNITS

To State Regulated Property
With Covenants Restricting Conveyance
And Mortgage Debt - With 95/5 Recapture

COUNTY OF MONMOUTH
CONSIDERATION 85,488
RTF 342-
DATE 2-28-06 BY [Signature]

THIS DEED is made on this February 17, 2006 by and between

ANTHONY BUCCO and ELLEN BUCCO, formerly ELLEN McKEOWN,
husband and wife, Grantors

Whose address is 24 Ivyhill Drive, Matawan, NJ 07747;
Referred to as the Grantor

AND SHARON MORRIS, unmarried, Grantee

Whose address is about to be 691 Snowdrop Court, Morganville, NJ 07753;
Referred to as the Grantee.

THE words "Grantor" and "Grantee" shall mean all Grantors and all Grantees listed
above.

Article 1. Consideration and Conveyance

In return for payment to the Grantor by the Grantee of Eighty Five, Thousand Four
Hundred Eighty-Eight Dollars (\$85,488.00), 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

TAX MAP REFERENCE. (N.J.S.A. 46:15-1.1)

Municipality of the Township of Marlboro
Block 176 Lot 7C0691 Account No.

() No property tax identification number is available on the date of this Deed.

PROPERTY. The property consists of the land and all the buildings and structures on
the land in the Township of Marlboro, County of Monmouth and State of New Jersey.

M CLAIRE FRENCH, CTY OF
MONMOUTH COUNTY, NJ
INSTRUMENT NUMBER
2006030879
RECORDED ON
Feb 28, 2006
10:28:34 AM
BOOK:OR-8545
PAGE:955
Total Pages: 7
REALTY TRANSFER FEES \$342.00
COUNTY RECORDING FEES \$100.00
TOTAL \$442.00



Commonwealth

COMMONWEALTH LAND TITLE INSURANCE COMPANY

TITLE INSURANCE COMMITMENT

File No. G-34303

SCHEDULE A

Being known as Unit 45B, situated in Pointe De Jardin, A Condominium, together with an undivided .1616 percentage interest in the common elements of the Condominium. In the event that additional lands and units are incorporated into the condominium pursuant to Section 14.03 of the Master Deed, this percentage of interest in the common elements shall be provisional only and is subject to one or more amendments of the Master Deed for Pointe De Jardin, a Condominium

The conveyance evidenced by this Deed is made under the provisions of and is subject to the New Jersey Condominium Act (N.J.S.A. 46:8B-1 et seq.) and the Planned Real Estate Development Full Disclosure Act (N.J.S.A. 45:22A-21 et seq.), as amended, and any applicable regulations adopted under either law. The conveyance evidenced by his Deed is also made in accordance with the terms, limitations, conditions, covenants, restrictions, easements, agreements and other provisions set forth in that certain Master Deed for Pointe De Jardin, A Condominium dated March 9, 1992, recorded in the office of the Clerk of Monmouth County on March 23, 1992 in Book 5128 of Deeds at page 737, as the same may now or hereafter be lawfully amended.

Also known as Lot 7C0691 in Block 176 on the tax map of the Township of Marlboro, County of Monmouth and State of New Jersey.

The owner's right, title and interest in this unit and the use, sale, resale and rental of this property are subject to the terms, conditions, restrictions, limitations and provisions as set forth in the Affordable Housing Agreement which is on file in the Office of the Clerk of Monmouth County and is also on file with the Authority.

Not Certified Copy



State of New Jersey
SELLER'S RESIDENCY CERTIFICATION/EXEMPTION
(C.55, P.L. 2004)

(Please Print or Type)

SELLER(S) INFORMATION (If Multiple Sellers, Each Seller Must Complete a Certification)

Name(s)

ANTHONY BUCCO and ELLEN MCKEOWN BUCCO, husband and wife

Current Resident Address:

Street: 24 Ivyhill Drive
City, Town, Post Office: MATAWAN State: NJ Zip Code: 07747

Home Phone

(732) 970-0620

Business Phone

()

PROPERTY INFORMATION (Brief Property Description)

Block(s): 176 Lot(s): 7C0691 Qualifier: _____

Street Address:

691 Snowdrop Ct

City, Town, Post Office: Morganville State: NJ Zip Code: 07753

Seller's Percentage of Ownership

100%

Consideration

\$ 85,488.00

Closing Date

2/17/06

SELLER ASSURANCES (Check the Appropriate Box)

1. I am a resident taxpayer of the State of New Jersey pursuant to N.J.S.A. 54A:1-1 et seq. and will file a resident gross income tax return and pay any applicable taxes on any gain or income from the disposition of this property.
2. The real property being sold or transferred is used exclusively as my principal residence within the meaning of section 121 of the federal Internal Revenue Code of 1986, 26 U.S.C. s. 121.
3. I am a mortgagor conveying the mortgaged property to a mortgagee in foreclosure or in a transfer in lieu of foreclosure with no additional consideration.
4. Seller, transferor or transferee is an agency or authority of the United States of America, an agency or authority of the State of New Jersey, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, or a private mortgage insurance company.
5. Seller is not individual, estate or trust and as such not required to make an estimated payment pursuant to N.J.S.A.54A:1-1 et seq.
6. The total consideration for the property is \$1,000 or less and as such, the seller is not required to make an estimated payment pursuant to N.J.S.A. 54A:5-1-1 et seq.

SELLER(S) DECLARATION

The undersigned understands that this declaration and its contents may be disclosed or provided to the New Jersey Division of Taxation and that any false statement contained herein could be punished by fine, imprisonment, or both. I furthermore declare that I have examined this declaration and, to the best of my knowledge and belief, it is true, correct and complete.

Feb. 17, 2006

Date

[Signature]
Signature

(Seller) Please indicate if Power of Attorney or Attorney in Fact

Feb. 17, 2006

Date

Ellen Bucco
Signature

(Seller) Please indicate if Power of Attorney or Attorney in Fact

Article 3. Grantor's Covenant

The Grantor hereby covenants and affirms that Grantor has taken no action to encumber the Property.

Article 4. Affordable Housing Covenants

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 (the "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 in the Regulations.

- A. The Property may be conveyed only to a household who has been approved in advance and in writing by the Housing Affordability Service of the New Jersey Department of Community Affairs, or other administrative agent appointed under the Regulations (hereinafter, collectively, the "Administrative Agent").
- B. No sale of the Property shall be lawful, unless approved in advance and in writing by the Administrative Agent, and no sale shall be for a consideration greater than maximum permitted price ("Maximum Resale Price", or "MRP") as determined by the Administrative Agent.
- C. No refinancing, equity loan, secured letter of credit, or any other mortgage obligation or other debt (collectively, "Debt") secured by the Property, may be incurred except as approved in advance and in writing by the Administrative Agent. At no time shall the Administrative Agent approve any such Debt, if incurring the Debt would make the total of all such Debt exceed Ninety-Five Percentum (95%) of the applicable MRP.
- D. The owner of the Property shall at all times maintain the Property as his or her principal place of residence.
- E. Except as set forth in F, below, at no time shall the owner of the Property lease or rent the Property to any person or persons, except on a short-term hardship basis as approved in advance and in writing by the Administrative Agent.
- F. If the Property is a two-family home, the owner shall lease the rental unit only to income-certified low-income households approved in writing by the Administrative Agent, shall charge rent no greater than the maximum permitted rent as determined by the Administrative Agent, and shall submit for written approval of the Administrative Agent copies of all proposed leases prior to having them signed by any proposed tenant.
- G. No improvements may be made to the Property that would affect its bedroom configuration, and in any event, no improvement made to the Property will be taken into consideration to increase the MRP, except for improvements approved in advance and in writing by the Administrative Agent.

Article 5. Remedies for Breach of Affordable Housing Covenants

A breach of the Covenants will cause irreparable harm to the Administrative Agent and to the public, in light of the public policies set forth in the New Jersey Fair Housing Act, the Uniform Housing Affordability Control rules found at N.J.A.C. 5:80-26, and the obligation for the provision of low and moderate-income housing. Accordingly, and as set forth in N.J.A.C. 5:80-26.10A(b):

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

Article 6. Notice of Resale, Recapture Covenant and 95/5 Purchase Options

- A. The owner of the Property is required notify the Housing Affordability Service and the New Jersey Council On Affordable Housing by certified mail of any intent to sell the property 90 days prior to entering into an agreement for the first non-exempt sale of the Property after the conclusion of the Control Period, as set forth in Section 5:93-9.8(b)(2) of the Substantive Rules of the New Jersey Council On Affordable Housing as in effect at the time the Property was first restricted as part of the Affordable Housing Program.
- B. Upon the first such non-exempt sale of the Property Ninety-Five Percentum (95%) of the difference between (i) the actual sale price and (ii) the regulated maximum sales price that would be applicable were the Control Period still in effect, shall be paid at closing to the New Jersey Department of Community Affairs, acting as receiving agent for the local municipality.
- C. Such non-exempt sale is subject to the options provided for in Sections 5:80-26.20 (Option to buy 95/5 units), 5:80-26.21 (Municipal option on 95/5 units), 5:80-26.22 (State option on 95/5 units), 5:80-26.23 (Non-profit option on 95/5 units), 5:80-26.24 (Seller option on 95/5 units), 5:80-26.25 (Municipal rejection of repayment option on 95/5 units) and 5:80-26.26 (Continued application of options to create, rehabilitate or maintain 95/5 units) of the Uniform Housing Affordability Control Rules, found in Title 5, Chapter 80, Subchapter 26, of the New Jersey Administrative Code.

ALL that certain lot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Township of Marlboro, County of Monmouth and State of New Jersey:

SEE SCHEDULE A ATTACHED HERETO

SUBJECT to easements and restrictions of record.

BEING and intended to be the same premises conveyed to Ellen McKeown by deed from Laura J. Petry Macklin and Richard Macklin, her husband, dated August 6, 1997 which deed was duly recorded in the Monmouth County Clerk's Office on August 29, 1997 in Deed Book 5644, page 193.

The Street Address for the Property is: 691 Snowdrop Court, Morganville, NJ 07753.

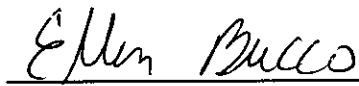
The owner's right, title and interest in this unit and the use, sale, resale and rental of this property are subject to the terms, conditions, restrictions, limitations and provisions as set forth in the Affordable Housing Agreement which is on file in the Office of the Clerk of Monmouth County and is also on file with the Authority.

PROMISES BY GRANTOR. The Grantor promises that the Grantor has done no act to encumber the Property. This promise is called a "covenant as to grantor's acts" (N.J.S.A. 46:4-6). This promise means that the Grantor has not allowed anyone else to obtain any legal rights which affect the Property (such as by making a mortgage or allowing a judgment to be entered against the Grantor).

SIGNATURES. The Grantor signs this Deed as of the date at the top of the first page. (Print Name below each signature).

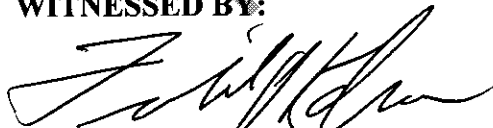


ANTHONY BUCCO (L.S.)



**ELLEN BUCCO, formerly Ellen
McKeown** (L.S.)

WITNESSED BY:



FREDERICK J. KALMA

STATE OF NEW JERSEY, COUNTY OF MONMOUTH:SS

I, CERTIFY that on Feb. 17 2006, ANTHONY BUCCO and ELLEN BUCCO, personally came before me and stated to my satisfaction that this person (or if more than one, each person):

- (a) was the maker of this Deed;
- (b) executed this Deed as their own act; and
- (c) made this Deed for \$85,488.00 as the full and actual consideration paid or to be paid for the transfer of title. (Such consideration is defined in N.J.S.A. 46:15-5.)



FREDERICK J. KALMA
An attorney at Law of New Jersey

RECORD & RETURN TO:

Daniel H. Green, Esq.
Goldzweig, Green & Eiger, LLC
193 Route 9 South
Manalapan, NJ 07726

RR (300)

Not Certified Copy

\$70.00



Monmouth County Document Summary Sheet



MONMOUTH COUNTY CLERK
 PO BOX 1251
 MARKET YARD
 FREEHOLD NJ 07728

Return Name and Address
 CGP&H
 101 Interchange Plaza, Suite 301
 Cranbury, NJ 08512



Official Use Only

Submitting Company Direct Title & Closing Agency **710**
 400 W. Main Street, 3rd Floor, Freehold, New Jersey

Document Type DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS

Document Date (mm/dd/yyyy) 08/19/2019

No. of Pages of the Original Signed Document (Including the cover sheet) 5

Consideration Amount (If applicable)

345 5
 AUG 22 2019TW

CHRISTINE GIORDANO HANLON
 COUNTY CLERK
 MONMOUTH COUNTY, NJ

INSTRUMENT NUMBER
2019077937
 RECORDED ON
AUG 26, 2019
1:14:39 PM
BOOK:OR-9365
PAGE:376
 Total Pages: 5

COUNTY RECORDING FEES \$70.00
 TOTAL PAID \$70.00

First Party <i>(Grantor or Mortgagor or Assignor)</i> <i>(Enter up to five names)</i>	Name(s) <i>(Last Name First Name Middle Initial Suffix)</i> <i>(or Company Name as written)</i>			Address (Optional)	
	REED, SHANNON				
Second Party <i>(Grantee or Mortgagee or Assignee)</i> <i>(Enter up to five names)</i>	Name(s) <i>(Last Name First Name Middle Initial Suffix)</i> <i>(or Company Name as written)</i>			Address (Optional)	
	MARLBORO TOWNSHIP				
Parcel Information <i>(Enter up to three entries)</i>	Municipality	Block	Lot	Qualifier	Property Address
Reference Information <i>(Enter up to three entries)</i>	Book Type	Book	Beginning Page	Instrument No.	Recorded/File Date

,updated June 2007

APPENDIX C-2
RESTRICTIVE COVENANT REQUIRED BY SECTION 5:80-26.5(d)
Declaration Of Covenants, Conditions
And Restrictions
Implementing Affordable Housing Controls
On State Regulated Property

**DEED-RESTRICTED AFFORDABLE HOUSING UNIT WITH
RESTRICTIONS ON RESALE AND REFINANCING**

For 95/5 Units
Fair Housing Act Required Covenants Restricting Use, Conveyance
And Mortgage Debt

THIS DECLARATION is made this **AUGUST 19, 2019**, by **Shannon Reed**, a homeowner, having its principle address at **955 Lily Court Morganville, NJ 07751** (hereinafter referred to as "Grantor").

WHEREAS, Grantor is the owner of an affordable housing unit, more fully described on "Schedule A" attached hereto and made a part hereof (hereinafter referred to as the "Affordable Unit") which are situated within POINTE DE JARDIN CONDOMINIUM consisting of a total of **98** dwelling units, located in the Municipality of Marlboro, County of Monmouth, State of New Jersey; and

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

WHEREAS, the Act requires that municipalities insure that such designated housing remains affordable to low- and moderate-income households;

WHEREAS, pursuant to the Act, the Affordable Units described in Exhibit A attached to this Agreement have been designated as low- and moderate-income housing as defined by the Act; and

WHEREAS, the purpose of this Declaration is to insure that the described Affordable Units remain affordable to low- and moderate-income eligible households for that period of time described in Section I of this Declaration.

NOW, THEREFORE, it is the intent of this Declaration to insure that the affordability controls are recorded on each of the affordable units so as to bind the owners of the Affordable Units of the covenants, conditions and restrictions which they shall be required to comply and to notify all future purchasers of the affordable units that the housing unit is encumbered with affordability controls.

Article 1. Affordable Housing Covenants

The sale and use of each Affordable Unit subject to this Declaration is governed by regulations governing controls on affordability, which are found in New Jersey Administrative Code at Title 5, chapter 93, subchapter 9 (N.J.A.C. 5:93-9.1, *et seq*), and chapter 80, subchapter 26 (N.J.A.C. 5:80-26.1, *et seq*) (the "Regulations"). Consistent with the Regulations, the following covenants (the "Covenants") shall run

,updated June 2007

with the land, for each respective Affordable Unit, 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 in the Regulations.

- A. The Affordable Unit may be conveyed only to a household who has been approved in advance and in writing by CGP&H, LLC, an administrative agent appointed under the Regulations (hereinafter, collectively, the "Administrative Agent").
- B. No sale of the Affordable Unit shall be lawful, unless approved in advance and in writing by the Administrative Agent, and no sale shall be for a consideration greater than maximum permitted price ("Maximum Resale Price", or "MRP") as determined by the Administrative Agent.
- C. No refinancing, equity loan, secured letter of credit, or any other mortgage obligation or other debt (collectively, "Debt") secured by the Affordable Unit, may be incurred except as approved in advance and in writing by the Administrative Agent. At no time shall the Administrative Agent approve any such Debt, if incurring the Debt would make the total of all such Debt exceed Ninety-Five Percent (95%) of the applicable MRP.
- D. The owner of the Affordable Unit shall at all times maintain the Affordable Unit as his or her principal place of residence.
- E. Except as set forth in F, below, at no time shall the owner of the Affordable Unit lease or rent the Affordable Unit to any person or persons, except on a short-term hardship basis as approved in advance and in writing by the Administrative Agent.
- F. If the Affordable Unit is a two-family home, the owner shall lease the rental unit only to income-certified low-income households approved in writing by the Administrative Agent, shall charge rent no greater than the maximum permitted rent as determined by the Administrative Agent, and shall submit for written approval of the Administrative Agent copies of all proposed leases prior to having them signed by any proposed tenant.
- G. No improvements may be made to the Affordable Unit that would affect its bedroom configuration, and in any event, no improvement made to the Affordable Unit will be taken into consideration to increase the MRP, except for improvements approved in advance and in writing by the Administrative Agent.
- H. The affordable housing covenants, declarations and restrictions implemented by this Declaration and by incorporation, N.J.A.C. 5:80-26.1 *et seq.*, shall remain in effect despite the entry and enforcement of any judgment of foreclosure with respect to the Affordable Unit so long as the Affordable Unit remains subject to the affordability controls being implemented by this Declaration.
- I. The Affordable Units are subject to a 30-year affordability control period that commenced on the date of first conveyance of title, which is May 19th, 1994, of this Affordable Unit governed by this Declaration to a certified affordable purchaser who has executed the documents required by N.J.S.A. 5:80-26.1 *et seq.*

Article 2.

Remedies for Breach of Affordable Housing Covenants

LEGAL DESCRIPTION

File Number: **P46206**

ALL that certain lot, parcel or tract of land, situate and lying in the Township of Marlboro, County of Monmouth, State of New Jersey, and being more particularly described as follows:

BEING KNOWN AND DESIGNATED AS Unit 215B in "Pointe De Jardin," together with an undivided .1616 percentage interest in and to the common elements appurtenant thereto, in accordance with, and subject to the terms, conditions, provisions, covenants, restrictions, easements, and other matters contained in the Master Deed for said Pointe De Jardin, which Master Deed was dated March 9, 1992, and recorded on March 23, 1992 in the Clerk's Office of the County of Monmouth, in Book 5128, Page 737, as amended in Book 5128 Page 897, Book 5129 Page 1, Book 5236 Page 730, Book 5236 Page 755, Book 5236 Page 789, Book 5321 Page 285, as the same may hereafter be lawfully amended.

The above description is drawn in accordance with a survey certificate made by JY LAND SURVEYING, INC., dated 7/5/19 Brian T. Yuro, P.L.S..

FOR INFORMATIONAL PURPOSES ONLY: Also known as Lot 7 C0955 in Block 176 on the Township of Marlboro Tax Map.

**REGIONAL CONTRIBUTION AGREEMENT (RCA) BETWEEN
SENDING MUNICIPALITY AND RECEIVING MUNICIPALITY**

THIS AGREEMENT is made on the 19 day of February,
1997, by and between the TOWNSHIP OF MARLBORO (sending municipality)
and the BOROUGH OF FREEHOLD (receiving municipality).

WHEREAS, the Fair Housing Act, N.J.S.A. 52:27D-301 to 329 at 312, allows
two municipalities to enter into a contractual agreement, known as a regional
contribution agreement (RCA), for the transfer of up to 50 percent of a sending
municipality's fair share obligation to a receiving municipality within its housing region;
and

WHEREAS, both of said municipalities believe that the execution of this RCA
will be beneficial to the residents of their respective communities and the housing
region; and

NOW THEREFORE, in consideration of the premises herein set forth, and the
mutual covenants and promises herein contained, the parties do by and between
themselves agree as follows:

Article 1. TRANSFER OF HOUSING OBLIGATION

The receiving municipality hereby agrees to accept, and the sending
municipality agrees to transfer 62 low and moderate income units. The sending
municipality has a fair share number of 1,056 and the above number is equal to or less
than 50 percent of the sending municipality's fair share obligation. The receiving
municipality agrees to apply the funds to be paid to it hereunder so as to create or
rehabilitate at least 62 units of low and moderate income housing. At least half of

these units will be affordable to low income households: In the case of scattered site rehabilitation of occupied units, the receiving community will ensure, as best as practicable, that 50 percent of the rehabilitated units are occupied by low income households.

Article 2. SENDING MUNICIPALITY'S RESPONSIBILITIES

2.1 Notwithstanding 2.2, the entire amount of payments due from the sending municipality to the receiving municipality for low and moderate income units to be transferred under this Agreement shall be paid, in full, no later than January 1, 2003, or five years after the Developer's having obtained unconditional final approvals (i.e. the ability to obtain construction permits whether the Developer has posted required performance guarantees, or not and whether the Developer has applied for such permits or not) for 90 percent of the market units to be constructed on the subject site, whichever shall first occur.

2.2 The sending municipality shall be obligated to make payments to the Borough for each low and moderate income unit to be transferred by the Township. The sending municipality intends to fund such payments on the basis of a Developer's Agreement ("the Developer's Agreement") entered into between the sending municipality and Glenbrook Estates, Inc., the Developer of a project ("the project") located on property known as Site No. 1 in a Judgment of Repose entered under date of December 24, 1985 in a matter entitled "Kaplan et als v. Township of Marlboro", Docket No. L-039596-84. The per unit payment to be made by the sending municipality to the receiving municipality under this Agreement shall vary from year to year as determined by the year in which such payment is made. The amount of

payments shall be established as follows:

Within 60 days of the date of the issuance of the first construction permit issued by the Township for the project

\$31,000.00
("the initial payment")

Year of Payment

Amount per unit

1997	
1998	\$20,160.00
1999	\$20,760.00
2000	\$21,385.00
2001	\$22,000.00
2002	\$22,660.00
2003	\$23,000.00
	\$23,000.00

The sending municipality shall be obligated to make payments to the receiving municipality for the following minimum percentages of low and moderate income units, to be transferred under this Agreement, prior to the issuance of certificates of occupancy by the sending municipality in excess of the following percentage of market housing units to be completed on the project in accordance with the following phasing schedule:

Minimum percentage of payments to be made by the sending municipality toward the low and moderate income units to be transferred under this Agreement (62) units prior to the issuance of the percentage of certificates of occupancy for market units as stated in the adjoining column

Percentages of total certificates of occupancy for market units

0	
Initial 50	50%
	50% plus 1 unit
Final 50	75% plus 1 unit
2.3	Notwithstanding any provision of this Agreement to the contrary, the

sending municipality shall be entitled to a credit of \$500.00 per unit for every payment due under this Agreement to offset the initial payment from the sending municipality to the receiving municipality and referred to in Article 1 herein until the total amount of such credits shall fully offset the amount of the initial payment.

2.4. The aforestated payments and payment schedule are the responsibility of the sending municipality and will be paid in accordance with the above schedule regardless of the availability or lack of availability of any anticipated source of funding.

2.5. The sending municipality will obtain any and all financing necessary, if required by the Council on Affordable Housing (COAH) to fulfill its obligation to make the payments set forth above to the receiving municipality.

2.6. The parties acknowledge that the sending municipality's payments to the receiving municipality as set forth above include payment on a per unit basis to defray costs of administration as allowed by COAH's rules and other reasonable and necessary expenses, including the cost of infrastructure, incurred by the receiving municipality in connection with this Agreement and that said amount is within COAH guidelines for such costs.

2.7. The sending municipality must forward the following documents to the receiving municipality's county planning board or agency:

1. Master plan of sending municipality; and
2. Zoning ordinances of sending municipality.

If both sender and receiver are in the same county, only a formal review request letter and the RCA project plan need be forwarded.

Article 3. RECEIVING MUNICIPALITY'S RESPONSIBILITIES

The receiving municipality has prepared a project plan to implement and achieve the purposes of this Agreement to provide a realistic opportunity for low and moderate income housing within the receiving municipality convenient to employment opportunities which will be consistent with sound regional planning. Such project plan has been submitted to the New Jersey Housing and Mortgage Finance Agency (HMFA), the County Planning Board or agency and COAH for review and approval in accordance with COAH regulations.

3.1. The receiving municipality will apply to the appropriate agencies for all governmental approvals, whether municipal, county or state, except that the sending municipality is responsible for obtaining substantive certification of its housing element as provided under the Fair Housing Act.

3.2. The receiving municipality may apply for appropriate grants in aid which may be available. Any monies realized through such grants will not affect the amount of the sending municipality's contribution.

3.3. The funds contributed by the sending municipality will be utilized by the receiving municipality for construction of senior citizen new housing and/or the rehabilitation of scattered site existing units, which is an eligible housing activity eligible under COAH's regulations.

3.4. For scattered site rehabilitation of occupied units, the receiving municipality will expend a minimum average of \$16,000 per unit for hard costs.

3.5. The receiving municipality will submit all monitoring reports required by COAH in a timely manner.

3.6. The receiving municipality will establish a separate escrow account for

all monies received pursuant to the RCA.

3.7. The receiving municipality will enter into a separate agreement with COAH that permits COAH to effectively monitor disbursements of the funds received pursuant to the RCA.

3.8. All interest generated from the RCA funds and retained by the receiving municipality may only be utilized for an eligible housing activity under COAH's rules and may not be used to exceed the 20 percent cap on administration.

3.9. Any change in the project plan subsequent to approval by HMFA must be reviewed by the executive director of HMFA when requested by COAH, for determination as to whether a new feasibility analysis and approval is required.

3.10. It is agreed that the receiving municipality's obligations pursuant to this Article are not limited to the above, but the receiving municipality agrees that it will complete the project pursuant to this Agreement and in accordance with the regulations of COAH.

3.11. The receiving municipality agrees to designate an administrative entity to assure that the applicable affordability controls will be maintained over time.

3.12. The receiving municipality must forward the following documents to the receiving municipality county planning board or agency:

1. Master plan of receiving municipality; and
2. Zoning ordinances of receiving municipality.

Article 4. CREDIT TO HOUSING OBLIGATION

The receiving municipality agrees that it will not claim credit toward its own housing obligation for any low or moderate income RCA units, as defined by the Fair

Housing Act, but all such credit will inure to the benefit of the sending municipality. All RCA units will be permanently identified in the appropriate records of the receiving municipality as having been rehabilitated or created to meet the fair share housing obligation of the sending municipality.

Article 5. EXCESS FUNDS

Transferred funds in excess of the amount necessary to implement this Agreement will be returned to the sending municipality.

Article 6. EFFECTIVE DATE

This Agreement is considered a contractual agreement and will become effective upon approval by COAH or the Superior Court, as applicable. This Agreement will be executed no later than 60 days after the sending municipality receives such approval.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals, this month, day and year first above written.

ATTEST:


DOLORES GIBSON, CLERK

ATTEST:


Alinda DeLuca, Deputy Clerk

Date: _____

RECEIVING MUNICIPALITY
BOROUGH OF FREEHOLD

By: 
MICHAEL WILSON, MAYOR

SENDING MUNICIPALITY
TOWNSHIP OF MARLBORO

By: 
MATTHEW V. SCANNAPIECO, MAYOR

Prepared: _____

REGIONAL CONTRIBUTION AGREEMENT (RCA) BETWEEN SENDING
MUNICIPALITY AND RECEIVING MUNICIPALITY

THIS AGREEMENT is made on the 14 day of October, 1997,
by and between the TOWNSHIP OF MARLBORO (sending municipality) and CITY OF
TRENTON (receiving municipality),

WHEREAS, the Fair Housing Act, N.J.S.A. 52:27D-301 to 329 at 312, allows two
municipalities to enter into a contractual agreement, known as a Regional Contribution
Agreement (RCA), for the transfer of up to 50 percent of a sending municipality's fair
share obligation to a receiving municipality within its housing region; and

WHEREAS, both of said municipalities believe that the execution of this RCA
will be beneficial to the residents of their respective communities and the housing
region; and

NOW, THEREFORE, in consideration of the premises herein set forth, and the
mutual covenants and promises herein contained, the parties do by and between
themselves agree as follows:

ARTICLE 1. TRANSFER OF HOUSING OBLIGATION

The receiving municipality hereby agrees to accept, and the sending
municipality agrees to transfer 22 low and moderate income units. The sending
municipality has a fair share number of 1,056 and the above number is equal to or less
than 50 percent of the sending municipality's fair share obligation. The receiving
municipality agrees to apply the funds to be paid to it hereunder so as to create or
rehabilitate at least 22 units of low and moderate income housing. At least half of
these units will be affordable to low income households.

ARTICLE 2. SENDING MUNICIPALITY'S RESPONSIBILITIES

2.1 The sending municipality shall be obligated to make payments to the City for each low and moderate income unit to be transferred by the Township. The per unit payment to be made by the sending municipality to the receiving municipality for each of the 22 units under this Agreement shall be \$20,000 for a total of \$440,000.00.

2.2 The payments shall be made in one installment of \$440,000.00, with the payment being due ninety (90) days following final, unappealable approval of the Agreement and the RCA, or execution of this Agreement pursuant to Article 6, whichever is later.

2.3 The aforesaid payments and payment schedule are the responsibility of the sending municipality and will be paid in accordance with the above schedule regardless of the availability or lack of availability of any anticipated source of funding.

2.4 The sending municipality will obtain any and all financing necessary, if required by the Council on Affordable Housing (COAH) to fulfill its obligation to make the payments set forth above to the receiving municipality.

2.5 The parties acknowledge that the sending municipality's payments to the receiving municipality as set forth above include payment on a per unit basis to defray costs of administration as allowed by COAH's rules and other reasonable and necessary expenses, including the cost of infrastructure, incurred by the receiving municipality in connection with this Agreement and that said amount is within COAH guidelines for such costs.

ARTICLE 3. RECEIVING MUNICIPALITY'S RESPONSIBILITIES

The receiving municipality agrees to take all necessary steps and to act in a diligent manner to perform in good faith all appropriate activities of a receiving

municipality pursuant to the provisions of the Act and in accordance with COAH guidelines, including but not limited to the following:

3.1 The receiving municipality has obtained COAH RCA Recipient Certification and must comply with any and all conditions of approval established by COAH. If requested, the receiving municipality shall furnish a copy of said Certification to the sending municipality.

The receiving municipality received such RCA Recipient Certification from the Council on Affordable Housing (COAH) on April 3, 1996. The RCA Recipient Certification, an alternative to a project-by-project approval of a municipality's project plan, is for all four classes of housing activity:

1. Limited or moderate rehabilitation of one-to-four family buildings;
2. Substantial rehabilitation or new construction of one-to-four family buildings including infill housing;
3. Substantial rehabilitation, new construction or adaptive reuse of non-residential buildings into multifamily buildings containing more than four units; and
4. Substantial rehabilitation or new construction of special needs housing including transitional housing for the homeless.

COAH's RCA Recipient Certification approval relied on the recommendation of approval from the New Jersey Housing and Mortgage Finance Agency (HMFA) and the Mercer County Planning Board. It is understood that once a municipality has been certified in a category, it will be considered to have an approved project plan in that category and will be able to use RCA funds for any project within that certified category without further COAH or HMFA approvals during the three-year certification period. It

is further understood that all RCA contracts between the sending and receiving municipalities must still be approved by COAH.

3.2 The receiving municipality will apply to the appropriate agencies for all governmental approvals, whether municipal, county or state.

3.3 The receiving municipality may apply for appropriate grants in aid which may be available. Any monies realized through such grants will not affect the amount of the sending municipality's contribution.

3.4 The funds contributed by the sending municipality will be utilized by the receiving municipality for construction of new housing, which is an eligible housing activity eligible under COAH's regulations.

3.5 The receiving municipality will submit all monitoring reports required by COAH in a timely manner.

3.6 The receiving municipality will establish a separate escrow account for all monies received pursuant to the RCA.

3.7 The receiving municipality will enter into a separate agreement with COAH that permits COAH to effectively monitor disbursements of the funds received pursuant to the RCA.

3.8 All interest generated from the RCA funds and retained by the receiving municipality may only be utilized for an eligible housing activity under COAH's rules and may not be used to exceed the 20 percent cap on administration.

3.9 It is agreed that the receiving municipality's obligations pursuant to this Article are not limited to the above, but that the receiving municipality agrees that it will complete the project pursuant to this Agreement and in accordance with the regulations of COAH.

3.10 The receiving municipality agrees to designate an administrative entity to assure that the applicable affordability controls will be maintained over time.

ARTICLE 4. CREDIT TO HOUSING OBLIGATION

The receiving municipality agrees that it will not claim credit toward its own housing obligation for any low or moderate income RCA units, as defined by the Fair Housing Act, but all such credit will inure to the benefit of the sending municipality. All RCA units will be permanently identified in the appropriate records of the receiving municipality as having been rehabilitated or created to meet the Fair Share Housing obligation of the sending municipality.

ARTICLE 5. EXCESS FUNDS.

Transferred funds in excess of the amount necessary to implement this Agreement will be used by the receiving municipality to create additional housing units for low and moderate income households within the City of Trenton, including costs of administration, infrastructure and other customary and normal expenses incidental to production of those units.

All interest generated must remain in the housing trust fund until expended on an eligible housing activity. The specific use of excess funds is subject to COAH approval and will require the following:

- a. a brief description of the project including the number of units;
- b. total development costs and breakdown of financing;
- c. amount of funds to be expended;
- d. estimated start date;
- e. projected date of completion; and
- f. balance of funds in the RCA account.

ARTICLE 6. EFFECTIVE DATE

This Agreement is considered a contractual agreement and will become effective upon the grant of substantive certification by COAH to the housing element and fair share plan of the Sending Municipality or anytime thereafter. This Agreement will be executed no later than 30 days after the sending municipality receives a substantive certification from COAH as per N.J.S.A. 52:27D-312(a).

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals, this month, day and year first above written.

ATTEST:

Anthony Conte

RECEIVING MUNICIPALITY/
CITY OF TRENTON

Douglas Palmer
HON. DOUGLAS PALMER, MAYOR

ATTEST:

Enrique W. Piccolini

SENDING MUNICIPALITY/
MARLBORO

Matthew Scannapieco
HON. MATTHEW SCANNAPIECO

Dated: *October 14 1997*

STATE OF NEW JERSEY }
 } }
COUNTY OF MONMOUTH }

SS.

BE IT REMEMBERED that on this *14* day of *October*, 1997, before me, the subscriber, personally appeared Evelyn Piccolini, who, being by me duly sworn on her oath, did depose and make proof to my satisfaction, that she is the Clerk of the Township of Marlboro, the municipal corporation named in the within instrument; that Matthew Scannapieco is the Mayor of said Township; that the execution, as well as the making of this instrument has been duly authorized by the said Township; that deponent well knows the corporate seal of said Township; and that the seal affixed to said instrument was signed and delivered by said Mayor as and for his voluntary act and deed on behalf of the Township, in the presence of deponent, who thereupon subscribed his/her name thereto as attesting witness.



EVELYN PICCOLINI, MUNICIPAL CLERK

Sworn and subscribed to before
me on the date aforesaid



ALIDA DE GAETA
Notary Public of New Jersey
My Commission Expires July 17, 2002

STATE OF NEW JERSEY }
 } }
COUNTY OF MONMOUTH }


SS.

BE IT REMEMBERED that on this 1 day of October, 1997, before me, the subscriber, personally appeared Anthony J. Conti who, being by me duly sworn on his/her oath, did depose and make proof to my satisfaction, that he/she is the Clerk of the City of Trenton, the municipal corporation named in the within instrument; that Douglas Palmer is the Mayor of said City; that the execution, as well as the making of this instrument has been duly authorized by the said City; that deponent well knows the corporate seal of said City; and that the seal affixed to said instrument was signed and delivered by said Mayor as and for his voluntary act and deed on behalf of the City, in the presence of deponent, who thereupon subscribed his/her name thereto as attesting witness.



MUNICIPAL CLERK

Sworn and subscribed to before
me on the date aforesaid



HELEN R. SERBEN
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires April 25, 2002

REGIONAL CONTRIBUTION AGREEMENT (RCA) BETWEEN SENDING
MUNICIPALITY AND RECEIVING MUNICIPALITY

THIS AGREEMENT is made on the 31 day of March, 1997,
by and between the TOWNSHIP OF MARLBORO (sending municipality) and CITY OF
TRENTON (receiving municipality).

WHEREAS; the Fair Housing Act, N.J.S.A. 52:27D-301 to 329 at 312, allows two
municipalities to enter into a contractual agreement, known as a Regional Contribution
Agreement (RCA), for the transfer of up to 50 percent of a sending municipality's fair
share obligation to a receiving municipality within its housing region; and

WHEREAS, both of said municipalities believe that the execution of this RCA
will be beneficial to the residents of their respective communities and the housing
region; and

NOW, THEREFORE, in consideration of the premises herein set forth, and the
mutual covenants and promises herein contained, the parties do by and between
themselves agree as follows:

ARTICLE 1. TRANSFER OF HOUSING OBLIGATION

The receiving municipality hereby agrees to accept, and the sending
municipality agrees to transfer 99 low and moderate income units. The sending
municipality has a fair share number of 1,056 and the above number is equal to or less
than 50 percent of the sending municipality's fair share obligation. The receiving
municipality agrees to apply the funds to be paid to it hereunder so as to create or
rehabilitate at least 99 units of low and moderate income housing. At least half of

these units will be affordable to low income households.

ARTICLE 2. SENDING MUNICIPALITY'S RESPONSIBILITIES

2.1 The sending municipality shall be obligated to make payments to the City for each low and moderate income unit to be transferred by the Township. The per unit payment to be made by the sending municipality to the receiving municipality for each of the 99 units under this Agreement shall be \$20,000 for a total of \$1,980,000.

2.2 The payments shall be made in six equal annual installments of \$330,000 each, with the first payment being due ninety (90) days following final, unappealable approval of the Agreement and the RCA, and the five subsequent annual payments each being due on the consecutive anniversary dates of the first payment, with the last annual payment being due on the fifth anniversary of the first payment.

2.3 The aforesaid payments and payment schedule are the responsibility of the sending municipality and will be paid in accordance with the above schedule, regardless of the availability or lack of availability of any anticipated source of funding.

2.4 The sending municipality will obtain any and all financing necessary, if required by the Council on Affordable Housing (COAH) to fulfill its obligation to make the payments set forth above to the receiving municipality.

2.5 The parties acknowledge that the sending municipality's payments to the receiving municipality as set forth above include payment on a per unit basis to defray costs of administration as allowed by COAH's rules and other reasonable and necessary expenses, including the cost of infrastructure, incurred by the receiving municipality in connection with this Agreement and that said amount is within COAH

guidelines for such costs.

ARTICLE 3. RECEIVING MUNICIPALITY'S RESPONSIBILITIES

The receiving municipality agrees to take all necessary steps and to act in a diligent manner to perform in good faith all appropriate activities of a receiving municipality pursuant to the provisions of the Act and in accordance with COAH guidelines, including but not limited to the following:

3.1 The receiving municipality has obtained COAH RCA Recipient Certification and must comply with any and all conditions of approval established by COAH. If requested, the receiving municipality shall furnish a copy of said Certification to the sending municipality.

The receiving municipality received such RCA Recipient Certification from the Council on Affordable Housing (COAH) on April 3, 1996. The RCA Recipient Certification, an alternative to a project-by-project approval of a municipality's project plan, is for all four classes of housing activity:

1. Limited or moderate rehabilitation of one-to-four family buildings;
2. Substantial rehabilitation or new construction of one-to-four family buildings including infill housing;
3. Substantial rehabilitation, new construction or adaptive reuse of non-residential buildings into multifamily buildings containing more than four units; and
4. Substantial rehabilitation or new construction of special needs housing including transitional housing for the homeless.

COAH's RCA Recipient Certification approval relied on the recommendation of

approval from the New Jersey Housing and Mortgage Finance Agency (HMFA) and the Mercer County Planning Board. It is understood that once a municipality has been certified in a category, it will be considered to have an approved project plan in that category and will be able to use RCA funds for any project within that certified category without further COAH or HMFA approvals during the three-year certification period. It is further understood that all RCA contracts between the sending and receiving municipalities must still be approved by COAH.

3.2 The receiving municipality will apply to the appropriate agencies for all governmental approvals, whether municipal, county or state.

3.3 The receiving municipality may apply for appropriate grants in aid which may be available. Any monies realized through such grants will not affect the amount of the sending municipality's contribution.

3.4 The funds contributed by the sending municipality will be utilized by the receiving municipality for construction of new housing, which is an eligible housing activity eligible under COAH's regulations.

3.5 The receiving municipality will submit all monitoring reports required by COAH in a timely manner.

3.6 The receiving municipality will establish a separate escrow account for all monies received pursuant to the RCA.

3.7 The receiving municipality will enter into a separate agreement with COAH that permits COAH to effectively monitor disbursements of the funds received pursuant to the RCA.

3.8 All interest generated from the RCA funds and retained by the receiving

municipality may only be utilized for an eligible housing activity under COAH's rules and may not be used to exceed the 20 percent cap on administration.

3.9 It is agreed that the receiving municipality's obligations pursuant to this Article are not limited to the above, but that the receiving municipality agrees that it will complete the project pursuant to this Agreement and in accordance with the regulations of COAH.

3.10 The receiving municipality agrees to designate an administrative entity to assure that the applicable affordability controls will be maintained over time.

ARTICLE 4. CREDIT TO HOUSING OBLIGATION

The receiving municipality agrees that it will not claim credit toward its own housing obligation for any low or moderate income RCA units, as defined by the Fair Housing Act, but all such credit will inure to the benefit of the sending municipality. All RCA units will be permanently identified in the appropriate records of the receiving municipality as having been rehabilitated or created to meet the Fair Share Housing obligation of the sending municipality.

ARTICLE 5. EXCESS FUNDS.

Transferred funds in excess of the amount necessary to implement this Agreement will be used by the receiving municipality to create additional housing units for low and moderate income households within the City of Trenton, including costs of administration, infrastructure and other customary and normal expenses incidental to production of those units.

All interest generated must remain in the housing trust fund until expended on an eligible housing activity. The specific use of excess funds is subject to COAH

approval and will require the following:

- a. a brief description of the project including the number of units;
- b. total development costs and breakdown of financing;
- c. amount of funds to be expended;
- d. estimated start date;
- e. projected date of completion; and
- f. balance of funds in the RCA account.

ARTICLE 6. EFFECTIVE DATE

This Agreement is considered a contractual agreement and will become effective upon the grant of substantive certification by COAH to the housing element and fair share plan of the sending municipality or anytime thereafter. This Agreement will be executed no later than 30 days after the sending municipality receives a substantive certification from COAH as per N.J.S.A. 52:27D-312(a).

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals, this month, day and year first above written.

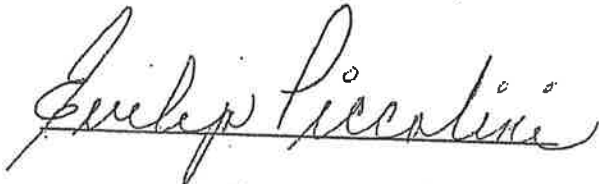
ATTEST:



RECEIVING MUNICIPALITY/
CITY OF TRENTON


HON. DOUGLAS PALMER, MAYOR

ATTEST:



SENDING MUNICIPALITY/
MARLBORO

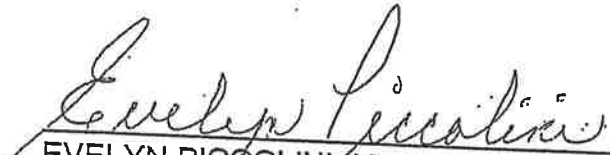

HON. MATTHEW SCANNAPIECO

Dated: 3-31-97


STATE OF NEW JERSEY }
 } }
COUNTY OF MONMOUTH }

SS.

BE IT REMEMBERED that on this 31 day of March, 1997, before me, the subscriber, personally appeared Evelyn Piccolini, who, being by me duly sworn on her oath, did depose and make proof to my satisfaction, that she is the Clerk of the Township of Marlboro, the municipal corporation named in the within instrument; that Matthew Scannapieco is the Mayor of said Township; that the execution, as well as the making of this instrument has been duly authorized by the said Township; that deponent well knows the corporate seal of said Township; and that the seal affixed to said instrument was signed and delivered by said Mayor as and for his voluntary act and deed on behalf of the Township, in the presence of deponent, who thereupon subscribed his/her name thereto as attesting witness.


EVELYN PICCOLINI, MUNICIPAL CLERK


Sworn and subscribed to before
me on the date aforesaid


Notary Public of New Jersey
My Commission Expires March 18, 2002

STATE OF NEW JERSEY }
 } }
COUNTY OF MONMOUTH }

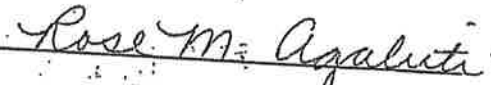
SS.

BE IT REMEMBERED that on this _____ day of _____, 1997, before me, the subscriber, personally appeared _____ who, being by me duly sworn on his/her oath, did depose and make proof to my satisfaction, that he/she is the Clerk of the City of Trenton, the municipal corporation named in the within instrument; that Douglas Palmer is the Mayor of said City; that the execution, as well as the making of this instrument has been duly authorized by the said City; that deponent well knows the corporate seal of said City; and that the seal affixed to said instrument was signed and delivered by said Mayor as and for his voluntary act and deed on behalf of the City, in the presence of deponent, who thereupon subscribed his/her name thereto as attesting witness.



MUNICIPAL CLERK

Sworn and subscribed to before
me on the date aforesaid



ROSE M. AGABITI
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires July 28, 1998

RESOLUTION

**TOWNSHIP OF MARLBORO
ZONING BOARD OF ADJUSTMENT
RESOLUTION OF MEMORIALIZATION
MONMOUTH COUNTY, NEW JERSEY
BIFURCATED-USE VARIANCE RELIEF**

**Approved: April 24, 2018
Memorialized: May 8, 2018**

MATTER OF SUNSET PARK, LLC

APPLICATION NO. ZB16-6608

WHEREAS, an application seeking bifurcated-use variance relief to permit development of an assisted living facility in a zone where it is not permitted, has been made to the Marlboro Township Zoning Board of Adjustment (hereinafter referred to as the “Board”) by Sunset Park, LLC (hereinafter referred to as the “Applicant”) on lands known and designated as Block 103, Lot 10 (hereinafter the “Property”) as depicted on the Tax Map of the Township of Marlboro (hereinafter “Township”), and more specifically located on Texas Road; and

WHEREAS, public hearings were held before the Board on July 13, 2017 and April 24, 2018 with regard to this application; and

WHEREAS, the Board heard testimony and comments from the Applicant, witnesses and consultants, and with the public having had an opportunity to be heard; and

WHEREAS, a complete application has been filed, the fees as required by Township Ordinance have been paid, and it otherwise appears that the jurisdiction and powers of the Board have been properly invoked and exercised; and

WHEREAS, the following exhibits were marked into evidence:

A – 1 Petition on Appeal

A – 2 Denial

- A – 3 Indemnification and Hold Harmless Agreement
- A – 4 Disclosure Statement
- A – 5 Tax Collector's Certification
- A – 6 W-9
- A – 7 Affidavit of Service
- A – 8 Affirmation of Local Pay to Play Ordinance
- A – 9 Owner's Affidavit of Authorization and Consent
- A – 10 Check List for Bulk & Use Variances
- A – 11 Notice To Adjoining Property Owners
- A – 12 Conflict & Contribution Disclosure
- A – 13 List of Property Owners within 200 feet
- A – 14 Certified White Receipts and Green Cards
- A – 15 Affidavit of Publication
- A – 16 Use Variance Plan prepared by Kurtz Engineers, Planners,
Land Surveyors, dated 11/17/16, consisting of 3 pages
- A – 17 Color Rendering of proposed building prepared by KDA
Architects, dated 11/17/16, consisting of 1 page
- A – 18 Floor Plan & Elevation of proposed building prepared by
KDA Architects, dated 11/17/16, consisting of 1 page
- A – 19 Resolution PB 950-05, dated 11/2/06, consisting of 10 pages
- A – 20 Review letter prepared by Laura Neumann, P.E., P.P., CME
Associates dated 2/3/17, consisting of 6 pages.
- A – 21 Review letter prepared by Sgt. John Loyer, Marlboro PD,
Traffic & Safety Bureau, dated 1/30/17, consisting of 1 page
- A – 22 Review letter prepared by Marlboro Township
Environmental Commission, dated 2/6/17, consisting of 6 pages.

- A – 23 Review letter prepared by Michael Angelastro P.E., dated 1/30/17, consisting of 3 pages.
- A – 24 Review letter prepared by Jon Borden, Fire Sub-Code Official, dated 1/20/17, consisting of 1 page
- A – 25 Environmental Impact Report prepared by DuBois Environmental Consultants, LLC., dated 7/25/17, received 8/7/17, consisting of 59 pages
- A – 26 Use Variance Plan prepared by William M. Kurtz, P.E., L.S., P.P., dated 10/9/17, consisting of 3 pages
- A – 27 Floor Plan & Elevation prepared by KDA Architects, dated 11/17/16, revised 10/9/17, consisting of 2 pages
- A – 28 Review letter prepared by Laura Neumann, P.E., P.P., CME Associates dated 11/20/17, consisting of 6 pages.
- A – 29 Review letter prepared by Justin DiBiase P.E., PTOE dated 3/12/18, consisting of 3 pages.
- A – 30 Review letter prepared by Sgt. John Loyer, Marlboro PD Traffic & Safety Bureau, dated 3/6/18, consisting of 1 page
- A – 31 Review letter prepared by Chris Weltner, Fire Official, dated 4/20/18, received via email 4/23/18 consisting of 1 page
- A – 32 Color Rendering of Use Variance Plan by William M. Kurtz, P.E., L.S., P.P., dated 10/9/17, consisting of 1 board
- A – 33 Room Diagrams (Sheet A.13) prepared by KDA Architects, dated 11/17/16, consisting of 1 board
- A – 34 Color Rendering of Floor Plan & Elevation (Sheet A.01) prepared by KDA Architects, dated 11/17/16, revised 10/9/17, consisting of 2 boards
- O – 1 Letter prepared by Thomas & Catherine Howley, dated 4/21/18, submitted at hearing 4/24/18 consisting of 1 page

NOW, THEREFORE, does the Marlboro Township Zoning Board of Adjustment make the following findings of fact and conclusions of law with regard to this application:

1. The Applicant seeks bifurcated-use variance relief to permit an assisted-living facility, consisting of a 2-story, 114,000 sq. ft. building with a total of 95 residential units with parking for seventy-seven (77) vehicles on property located on Texas Road, identified as Block 103, Lots 10 on the official tax map.

2. The Property is located within the R-60 District Zone and contains 281 feet of frontage along the north side of Texas Road approximately 250 feet east of the Thomas Lane intersection with approximately 45 feet of frontage along the terminus of Wicker Place on the westerly side property line. The Property is predominately wooded and contains a garage structure.

3. Counsel for the Applicant, Salvatore Alfieri, Esq. explained that the Applicant was seeking bifurcated-use variance relief in order to develop an assisted living center where such use is not permitted in the R-60 Zone District. He also stated that the Applicant was only seeking use variance relief at this time and would return at a later date for site plan approval in the event relief was granted.

4. The Applicant's Engineer, William Kurtz, P.E. testified that the proposed plan included a 2-story, 95-unit assisted-living facility, with seventy-seven (77) on-site parking spaces, on the seven (7) acre property. He described the Property's existing wooded condition, and its primary frontage on Texas Road, with secondary frontage along Wicker Place. Given the bifurcation of the application, Mr. Kurtz confirmed that, assuming use variance approval were to be granted by the Board, the Applicant would need to come back with an application for preliminary and final major site plan approval. Mr. Kurtz further testified that the Applicant would need to add a planted buffer to provide screening for the conforming single family residential development that surrounds the property. The precise location, width and further details of such a planted buffer would be provided as part of the separate site plan application.

5. The Applicant's Architect, David Fowles, AIA, of KDA Architects, also clarified that the revised facility design had eliminated the originally proposed third floor, such that the proposed facility would be limited to a maximum building height of thirty (30') feet. He further testified that the revisions to the project added a memory garden, which is an open but access controlled space for Alzheimer's patients, as well as a more traditional central courtyard, for other residents and their visitors to use and enjoy. Given the reduced size of the proposed assisted living facility, Mr. Fowles confirmed that a total of ninety-two (92) units were being proposed, of which eighteen (18) units would be dedicated memory care units. The assisted living apartments would include a mix of studios, one bedroom and two bedroom units.

6. Laurie Locke of Roundtree Associates, the Applicant's assisted living design and operations consultant, provided testimony regarding the design, operation and regulations applicable to assisted living facilities. This witness confirmed that residential occupancy would be capped at 100 residents. Services to be provided for these residents include dining, housekeeping, maintenance, recreational activities and health care assistance. The assisted living facility would provide a commercial kitchen capable of serving breakfast, lunch and dinner to all of residents, although the individual apartments would include kitchens to allow residents to prepare their own meals if they chose. With respect to health care assistance, the assisted living facility would help the residents take prescribed medicines, but physicians would typically not be visiting the residents on-site, and a contract transportation provider vendor would assist residents with transportation to off-site medical appointments. Recreational transportation services would also be provided.

7. Ms. Locke testified that the average resident's age would be 85 and predominantly women who are unmarried at the time of their residency. The assisted-living facility would operate on three (3) shifts: (1) from 7 am to 3 pm; (2) from 3 pm to 11 pm; and (3) from 11 pm to 7 am. Non-

office staffing during these three (3) periods was estimated to be 25, 13 and 4, respectively, not including seven (7) administrative staff members. There would also be approximately two (2) deliveries per week, not including deliveries of office and medical products. The facility would be licensed to collect and properly dispose of medical wastes such as sharps and bodily fluids. Ordinarily, assisted living facilities must ensure that at least 10% of its residents are Medicaid eligible within 36 months of operation. Ms. Locke, however, confirmed that the Applicant will ensure that no less than 15% of its residents, or the equivalent of no less than fourteen (14) apartment units, are Medicaid eligible within 12 months, which is a significant benefit to the municipality with respect to affordable housing compliance. This witness also confirmed that total facility staffing, at peak times of operation, would not exceed 35 persons. She also stated that hospice care would not be provided.

8. Questions were raised about the facility's security and a backup generator. Specifically, the Board asked whether the security guards would be present in and around the facility. Ms. Locke reported that the facility would not have any security guards. Rather, a surveillance system would be installed to monitor the Property. She also testified that a backup generator would be located inside the facility. While highlighting the above-referenced items, Ms. Locke also stated that a community space would be built inside the facility for residents' use and enjoyment, and a sprinkler system would be installed within the facility that met all applicable building codes.

9. Income-eligibility for potential residents was also discussed. Locke stated that a resident would be required to show that they have less than \$2,000 dollars per month in income for a bed. The Applicant once again stipulated, however, that the facility would increase the number of Medicaid- eligible residents to 15% as a condition of approval from the Board.

10. Alexander Gavrilov, the managing member of the Applicant, testified that he would oversee operations, though he would hire experienced staff to operate day-to-day functioning of the

facility. Mr. Gavrilov acknowledged having no prior experience operating an assisted living facility, but testified that he did operate several adult day care facilities, and is familiar with the regulatory requirements anticipated of this proposed facility.

11. The Board recommended that a Phase I Environmental Study be conducted on the Property to test for any contaminants that might exist on the premises. The Applicant agreed to initiate the study to satisfy the condition.

12. The Applicant's Traffic Engineer, Justin Taylor, P.E., of Dynamic Traffic, testified that the proposed assisted living facility use would generate very little additional traffic in the area, especially during peak hours. He opined that the amount of traffic to be generated by the proposed use would be nominal, especially in comparison to the much more intense traffic impacts associated with uses that are permitted in the zone. The proposed facility would require two (2) trash pickups per week. He also stated that the Applicant does not expect that these activities would create any noise disturbance for the surrounding properties. Mr. Taylor confirmed that there was adequate sight distance from the proposed driveway on Texas Road, and the facility's operations would not result in any degradation in current vehicular levels of service.

13. The Applicant's Planner, Christine Cofone, P.P., AJCP testified that that the proposed use is inherently beneficial, citing to relevant New Jersey case law on point. As such, it was Ms. Cofone's position that the Board's consideration of the requested use variance should be based on the four (4) part Sica balancing test. Ms. Cofone testified that the proposed facility satisfied the needs of an aging demographic in Marlboro. Moreover, the project would also generate affordable housing credits, with the Applicant stipulating to provide a minimum of 15% Medicaid-eligible residents, which is greater than the 10% required by applicable regulations. Ms. Cofone also believed the

proposed assisted-living use compared favorably against the local nursing home standards, found at Code §220-115, because the assisted living facility satisfied all of those standards.

14. Ms. Cofone also explained that adequate buffering, consisting of the required solid dense screen, would be provided when the Applicant returned for site plan approval. She concluded with her opinion that the proposed use did not generate any perceivable detriments, especially when considering the adequacy of parking, no discernable impact upon levels of traffic service, the consistency of the scale of the proposed development with Marlboro's Code, as well as that the Applicant will be required to obtain a Certificate of Need from the State of New Jersey, which is required for operation, but is not required to support a finding that the use inherently benefits the general welfare. As such, it was Ms. Cofone's opinion that, on balance, the Board should grant the use variance, since there was no substantial detriment to the public good, and no substantial impairment of the zone plan.

WHEREAS, the Marlboro Township Zoning Board of Adjustment, having reviewed the proposed application and having considered the impact of the proposed application on the Township and its residents to determine whether it is in furtherance of the Municipal Land Use Law; and having considered whether the proposal is conducive to the orderly development of the site and the general area in which it is located pursuant to the land use and zoning ordinances of the Township of Marlboro; and upon the imposition of specific conditions to be fulfilled, hereby determines that the Applicant may be granted bi-furcated use variance relief pursuant to N.J.S.A. 40:55D-70d(1),

The Board finds that the Applicant has proposed a use not permitted in the zone and therefore requires use variance relief. Under the Municipal Land Use Law, a Board of Adjustment, when considering a "d" variance, cannot grant relief unless sufficient special reasons are shown and there is no substantial impairment of the intent and purpose of the zone scheme and Zoning

Ordinance. In addition, the burden of proof is upon the Applicant to establish the above criteria. It is the Board's responsibility, acting in a quasi-judicial manner, to weigh all the evidence presented before it by both the Applicant and all objectors, and reach a decision which is based upon findings of fact and conclusions of law and is not arbitrary, unreasonable or capricious.

The New Jersey Courts have been willing to accept a showing of extreme hardship as sufficient to constitute a special reason. The courts have indicated that there is no precise formula as to what constitutes special reasons unless the use is determined to be inherently beneficial, and that each case must be heard on its own circumstances. Yet, for the most part, hardship is usually an insufficient criterion upon which the Board can grant a variance. In addition, special reasons have been found where a variance would serve any of the purposes of zoning as set forth in N.J.S.A. 40:55D-2. However, in the last analysis, a variance should only be granted if the Board, on the basis of the evidence presented before it, feels that the public interest, as distinguished from the purely private interests of the Applicant, would be best served by permitting the proposed use. In these instances, the Board must also find that the granting of the variance will not create an undue burden on the owners of the surrounding properties. The Board also notes the special reasons requirement may be satisfied if the Applicant can show that the proposed use is peculiarly suited to the particular piece of Property. With regard to the question of public good, the Board's focus is on the variance's effect on the surrounding properties and whether such effect would be substantial. Furthermore, in most "d" variance cases, the Applicant must satisfy an enhanced quality of proof and support it by clear and specific findings by this Board that the variance sought is not inconsistent with the intent and purpose of the Master Plan and Zoning Ordinance. The burden of proof is upon the Applicant to establish the above criteria.

The Board first addresses the positive criteria. The Board recognizes that the proposed use is inherently beneficial. The Board finds that the Applicant has sufficiently demonstrated that the proposed Assisted Living Facility use is recognized as an inherently beneficial use. The Board is particularly persuaded by the reasoning expressed by the Appellate Division in Jayber Inc. v. Municipal Council, 238 N.J. Super. 165 (App. Div.), certif. den. 122 N.J. 142 (1990). There, the Court held that it was “beyond debate” that a congregate care facility was an inherently beneficial use. The Board finds that the proposed assisted living facility in the instant matter enjoys the same inherently beneficial use status as the congregate care facility in Jayber.

As a matter of law, an inherently beneficial use is one that serves the general welfare and, therefore, presumptively satisfies the positive criteria for a use variance. By their very nature, inherently beneficial uses create special reasons for the granting of a use variance. See Sica v. Board of Adjustment of Tp. of Wall, 127 N.J. 152, 160 (1992). In addition, an Applicant seeking use variance relief for an inherently beneficial use is not required to satisfy an enhanced standard of proofs for the satisfaction of the negative criteria. The law does not require that an Applicant demonstrate that the proposed site for an inherently beneficial use is “particularly suitable” or that it may not be used for a permitted use. See Sica, 127 N.J. at 160-161.

With the positive criteria having been presumptively satisfied, the Board now turns to the negative criteria. The Board once again recognizes that the Applicant is proposing a bifurcated application. It is therefore necessary to briefly discuss the nature of a bifurcated-use variance application. A bifurcated application allows a zoning board to consider the use variance issue by itself prior to exercising its ancillary jurisdiction to grant or deny site plan approval. An Applicant which receives bifurcated-use variance approval is therefore required to return to the zoning board to subsequently seek site plan approval. Unlike a planning board application, a bifurcated -site

plan application before the zoning board is still required to prove the negative criteria. It is therefore possible that an Applicant receiving use variance relief is later denied site plan approval for failure to satisfy the negative criteria. See Puleio v. North Brunswick Zoning Board, 375 N.J. Super. 613 (App. Div.), certif. den. 184 N.J. 212 (2005).

The Board finds that the traffic testimony at this point was sufficient to demonstrate that the negative criteria has been satisfied for use variance purposes. The Board accepts that the proposed use will generate less traffic than that of many of the permitted uses on in the zone. The Board further finds that the site is well buffered from neighbors' residential uses. The building was also reduced in height to 30 feet. As a result of the foregoing, the Board finds that the bifurcated-use variance relief with regard to the proposed Assisted Living Facility can be granted without substantial detriment to the public good and that the proposal will not substantially impair the intent and purpose of the zone plan and zoning ordinance. The Board concludes that bifurcated-use variance relief can be granted pursuant to N.J.S.A. 40:55D-70d (1).

As a matter of law, relief from bulk requirements is subsumed within the overall request for use variance relief. See Puleio v. North Brunswick Zoning Board of Adjustment, 375 N.J. Super. 613 (App. Div.), cert. den. 184 N.J. 212 (2005). Bulk variance relief is therefore not required.

As previously stated, however, this is a bifurcated application. The Applicant must still return to the Board for preliminary and final site plan approval pursuant to N.J.S.A. 40:55D-46 and N.J.S.A. 40:55D-50. The Applicant must also still continue to satisfy the negative criteria. The Board has not yet seen a fully engineered site plan. As such, it has not yet given a final determination on the negative criteria. This is particularly true with regard to the issue of traffic. The site plan application is required to be a public hearing and the Board will consider all testimony in its deliberations.

NOW, THEREFORE, BE IT RESOLVED by the Zoning Board of Adjustment of the Township of Marlboro on this 8th day of May, 2018, that the action of the Board taken on April 24, 2018 granting Application No. ZB16-6608 use variance approval, pursuant to N.J.S.A. 40:55D-70d (1), is hereby memorialized as follows:

The application is granted subject to the following conditions:

1. The development of the site shall take place in strict conformance with the testimony, plans and drawings which have been submitted to the Board with this application.
2. Except where specifically modified by the terms of this Resolution, the Applicant shall comply with all recommendations contained in the reports of the Board's professionals.
3. The Applicant agrees to submit environmental Phase I Report (i.e., Preliminary Assessment Report).
4. Fifteen percent (15%) of the beds shall be deed restricted for Medicaid patients and satisfy all criteria to receive affordable housing credit.
5. The Applicant must return to this Board for preliminary and final site plan approval pursuant to N.J.S.A. 40:55D-46 and N.J.S.A. 40:55D-50 prior to starting any improvements on the Property.
6. The Applicant shall provide proof of the receipt of all outside agency permits and approvals necessary to develop the site as presented in the testimony, plans and drawings submitted to this Board with this application.
7. The Applicant shall provide a certificate that taxes are paid to date of approval.
8. Payment of all fees, costs, escrows due or to become due. Any monies are to be paid within twenty (20) days of said request by the Board Secretary.
9. Subject to all other applicable rules, regulations, ordinances and statutes of the Township of Marlboro, County of Monmouth, State of New Jersey or any other jurisdiction.

BE IT FURTHER RESOLVED that the Board secretary is hereby authorized and directed to cause a notice of this decision to be published in the official newspaper at the Applicant's

expense and to send a certified copy of this Resolution to the Applicant and to the Township Clerk, Engineer, Attorney and Tax Assessor, and shall make same available to all other interested parties.

Michael Shapiro, Chairman
Marlboro Township Zoning Board of Adjustment

FOR APPROVAL:

ON MOTION OF:

SECONDED BY:

ROLL CALL:

YES:

NO:

ABSTAINED:

ABSENT:

I hereby certify this to be a true and accurate copy of the Resolution adopted by the Marlboro Township Zoning Board of Adjustment, Monmouth County, New Jersey at a public meeting held on May 8, 2018.

Alan Zwerin, Secretary
Marlboro Township Zoning Board of Adjustment