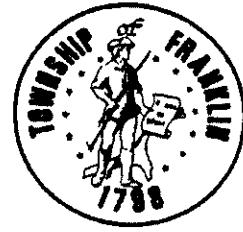


Franklin Township

Somerset County, New Jersey



DEPARTMENT OF PLANNING AND ZONING

Planning – Zoning – Affordable Housing
Planning Board – Zoning Board of Adjustment

Municipal Building
475 DeMott Lane
Somerset, NJ 08873-6704
732.873.2500
Fax: 732.873.0844
www.franklintwpnj.org

June 14, 2010

Sean Thompson, Acting Executive Director
Council on Affordable Housing
101 South Broad Street
PO Box 813
Trenton, NJ 08625

Re: Additional Information Requested
Township of Franklin, Somerset County

Dear Mr. Thompson,

Attached please find copies of executed development agreements for the Parkside, Laduree, Summerfields and Springhill developments. With the submittal of these development agreements, the Township has now provided to COAH all of the information requested of the Township in the "COAH Premediation Report Requesting Additional Information" dated January 6, 2010.

Please note that since our March 5, 2010 submittal, two of the developments have been slightly modified.

- For reasons related to public financing for the project, the Parkside development has been modified to provide a total of 40 very-low income units (50 such units previously contemplated). The total number of affordable housing units would remain unchanged.
- In the Township's Fair Share Plan, the Laduree development was proposed as a 384-unit mixed-generational development consisting of 327 non-age-restricted units and 57 age-restricted units with a 15% affordable set-aside including 35 very low income units. In order to ensure compliance with the Federal Fair Housing Act, the Laduree development will be modified to be entirely non-age-restricted (i.e., 57 units planned to be age-restricted in the COAH plan would not be so restricted). The total number of units would remain at 384 units and the 15% affordable set-aside and the number of very low income units (35) would remain unchanged.

A table reflecting these adjustments and demonstrating continued compliance is provided below. These modifications are reflected in the executed development agreements. Also, a revised implementing ordinance with respect to the Laduree development is provided.

Round 3 Obligation			
964	Fair Share Obligation		
-201	Prior Round Excess		
763	Remaining Obligation		Very Low
-11	Group Homes	Group Home	
-3	Bonus Credit-Group Homes	Bonus Credits	
-1	Fama	Family Ownership	
-5	Florez	Family Ownership	
-3	Habitat for Humanity 1	Family Ownership	
-13	Habitat for Humanity 2	Family Ownership	
-1	Horne Associates	Family Ownership	
-24	Campus Drive Site	Family Ownership	
-105	Leewood Redevelopment Area	Family Ownership	
-35	Redevelopment Bonus – Leewood	Redevelopment Bonus	
-8	Somerset Douglas	Family Ownership	
-65	Franklin Commons	Family Rental	7
-1	Kovacs	Family Rental	
-68	Parkside Family Rental	Family Rental	30
-69	Parkside Senior Rental	Senior Rental	10
-50	Pennrose	Family Rental	8
-1	Ramirez	Family Rental	
-28	Cedar Manor	Family Rental	
-92	Berry Street/Blair Avenue	Family Rental	10
-130	Summerfields Family Rental	Family Rental	24
-50	Summerfields Senior Rental	Senior Rental	
-85	Hidden Brook at Franklin	Senior Rental	
-38	Springhill Seniors	Senior Rental	10
-58	Laduree Family Rental	Family Rental	35
-203	Rental Bonus Credits	Rental Bonus	
384	Excess Credits for Round 3		

Requirements Based on Growth Share Obligation:

- 1) 25% Rental Requirement = 241 low / moderate income units (735 provided)
- 2) 25% Bonus Cap = 241 Bonus Credits (241 counted)
- 3) 25% Limit on Senior Housing = 241 low / moderate (242 provided)
- 4) 13% Very Low Income Units = 125 Units (134 provided)

Thank you for the opportunity to respond to your report. We trust COAH will find our Fair Share Plan in compliance with applicable rules.

Yours Truly,

A handwritten signature in black ink, appearing to read "Mark Healey". The signature is fluid and cursive, with the first name "Mark" and last name "Healey" clearly distinguishable.

Mark Healey, PP/ AICP
Director of Planning/ Municipal Housing Liaison

cc: Maria Connolly, COAH
Pamela Weintraub, COAH

ORDINANCE NO.

AN ORDINANCE AMENDING THE CODE OF THE TOWNSHIP OF FRANKLIN, COUNTY OF SOMERSET, STATE OF NEW JERSEY, MORE PARTICULARLY CHAPTER 112, DEVELOPMENT, TO IMPLEMENT AN ELEMENT OF THE FAIR SHARE PLAN KNOWN AS LADUREE.

SUMMARY

This ordinance amends Chapter 112, Land Development, so as to implement an element of the Fair Share Plan.

BE IT ORDAINED by the Township Council of the Township of Franklin, County of Somerset, State of New Jersey that the Code of the Township of Franklin is hereby amended as follows:

SECTION 1

Chapter 112, Land Development, is amended to amend Section 112-5, Districts enumerated, in Article II, Zoning Districts and Zoning Map, to add the Planned Residential Community zone as follows:

| *PRC Planned Residential Community*

SECTION 2

Chapter 112, Land Development - Article II, Section 112-6, Zoning Map, Paragraph B, Official Zoning Map, is amended as follows to rezone Block 424.01 Lot 39.07 from the R-20 to the PRC district, as follows:

The Official Zoning Map is amended to change the designation of property known as Block 424.01 Lot 39.07 from R-20 to PRC.

SECTION 3

Chapter 112, Land Development, Article VII, shall be amended as follows:

ARTICLE VII
Planned Residential Community (PRC)
Continuum of Care Senior Living Facilities

§ 112-60. Purpose.

The purpose and intent of the PRC District is to enable the development of an inclusionary development in accordance with a comprehensive site development plan approved by the Planning Board of the Township. Such development is intended to meet a portion of the Township's affordable housing obligation.

The purpose of this article is to:

- A. ~~Establish standards for continuum of care living facilities as defined herein and by the New Jersey Department of Health which are intended to promote aging in place in a homelike setting for frail elderly and disabled persons, including persons who require formal long term care. Continuum of care facilities include, but are not limited to, assisted living residences which assure that residents receive supportive health and social services as they are needed to enable them to maintain their independence, individuality, privacy, and dignity in an apartment style living unit. The continuum of care environment promotes resident self direction and personal decisionmaking while protecting residents' health and safety.~~
- B. ~~A continuum of care facility offers a suitable living arrangement for persons with a range of capabilities, disabilities, frailties and strengths.~~
- C. ~~A continuum of care facility shall be a permitted use in the R-20 Districts, provided that the use and structure shall adhere to the minimum standards for the R-20 Districts and also the standards herein.~~

§ 112-61. *Permitted Uses.* Types of uses.

~~Continuum of care facilities (R-CoC) shall include two or more of the following types of uses:~~

- A. Independent senior living facilities for senior citizens who are capable of living independently of supportive services to assist them with the activities of daily living;
- B. Assisted living facilities for senior citizens who are able to live independently in apartment-style units but require some assistance with the activities of daily living;

- C. Nursing homes for persons who are not able to live independently in apartment-style units and who require a constant level of medical and custodial care;
- D. Continuum of care medical offices, ~~and~~
- E. Adult day care; *and*
- F. *Apartment buildings.*

§ 112-62. Accessory uses.

Accessory uses may include:

- A. Housing units for caretaker, facility director or similar on-site employee(s), which units shall be included in calculations of density.
- B. Security booths.
- C. Maintenance storage buildings.
- D. Recycling areas.
- E. Recreational areas.
- F. Other uses customary and incidental to the principal permitted use.

§ 112-63. Definitions.

As used in this chapter, the following terms shall have the meanings indicated:

ADULT DAY CARE - The provision of care and supervision, monitoring of general health, social interaction and peer contact in a structured program for impaired or socially isolated adult individuals, who may live on or off site, and who cannot be left alone during the day, but who do not require twenty-four-hour institutional nursing care.

APARTMENT BUILDING - *A building containing three or more dwelling units, including units that are located one over another.*

ASSISTED LIVING FACILITY -

- A. A facility which is licensed by the New Jersey State Department of Health and has obtained an approved application for a certificate of need from the Department 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. Apartment units offer, at a minimum, one unfurnished room, a private bathroom, a kitchenette and a lockable door on the unit entrance. A lockable door may be omitted for special needs units, such as those housing patients with Alzheimer's disease or similar afflictions and for which immediate staff access is necessary for the safety of

the resident. A coordinated array of supportive personal and health services available 24 hours a day are usually provided. (Source: N.J.A.C. 8:36-1.3)

- B. Basic services to be provided in an assisted living facility include:
- (1) Assistance with eating, bathing and dressing.
 - (2) Assistance with arranging transportation.
 - (3) Assistance with personal and household chores.
 - (4) Housekeeping and linen service.
 - (5) Availability of three meals per day in a congregate setting.
 - (6) Organized social and recreational activities.
 - (7) Medication reminders and supervision.
 - (8) Monitoring of nutrition and health.
 - (9) Protective supervision.
 - (10) Twenty-four-hour response to emergency needs of the resident.
 - (11) Services coordination and management.

CONTINUUM OF CARE MEDICAL OFFICES - A building or portion of a building used as a place of business of a person, corporation, firm or public agency for professional medical services or executive services related to the provision of professional medical services ~~and whose target medical population is senior citizens,~~ which may be provided on sites where assisted living facilities or senior independent living facilities are provided.

INDEPENDENT SENIOR LIVING FACILITY - An apartment-style facility in which residency is age-restricted to households in which the head of household or their spouse is age 55 years or older, except that due to death, a remaining spouse less than 55 years of age shall be permitted to continue to reside and further provided that no person under 19 years of age shall reside in any dwelling unit for more than 90 days in any calendar year. Independent senior living facilities may also contain public areas to provide activities for residents, including a dining room, community/multipurpose rooms, chapel and recreational areas.

NURSING HOME - As defined in § 112-4.

§ 112-64. *Development Requirements* ~~R-CoC facilities.~~

~~R-CoC facilities may be located in R-20 Districts as permitted uses~~ *Development within this zone shall be* subject to the following conditions and as permitted by the Planning Board in accordance with the following standards and site plan review:

- A. A statement is submitted setting forth in full detail all particulars on the building use. ~~An approved application for a certificate of need shall be required from the applicant before the signing of a development plan.~~

- B. The lot or tract on which the *development R-CoC facility* is situated must front on a major or minor road as designated on the circulation element on the Master Plan of the Township of Franklin.
- C. The *development R-CoC facilities* shall be ~~situated on a site~~ serviced by water and sewer utilities maintained and operated by a public utility franchised with the Township of Franklin or by the Township of Franklin.
- D. No *assisted living or nursing home R-CoC facility* shall be operated in the Township of Franklin *in this zone* unless duly licensed and approved by the Department of Health in the State of New Jersey.
- E. There must be an adequate driveway for unobstructed ambulance entrance to an exit in ~~the~~ *an assisted living, independent senior living facility, adult day care or nursing home* building. Said driveway shall be such that ambulances can enter and leave the premises without danger of being blocked by other traffic or parked vehicles and with sufficient room for turning, loading and unloading said ambulances. The provisions of Chapter 248 of the Township Code are applicable. ~~to R-CoC facilities~~
- F. A safe and convenient system of drives, walkways, access areas and parking facilities must be provided for the employees, doctors, management, visitors, ambulances, delivery vehicles and fire, police or other emergency vehicles.
- G. There shall be adequate outside lighting to provide safety for all persons at all times ~~at said R-CoC facility~~, and said lighting shall be directed and shielded so as to cause minimum disturbance to adjoining properties.
- H. ~~The development R-CoC facilities~~ shall be built of ~~fireproof material~~ in accordance with the Building Codes of the State of New Jersey and the Township Fire Code.
- I. ~~The development R-CoC facility~~ designs shall be functional and shall adequately provide for the health, welfare and safety of the patients, employees, visitors and general public.
- J. The lot or tract upon which the *development R-CoC facility* is proposed, *and the development*, shall conform to the following standards and requirements:
 - (1) Minimum lot area: 40 acres.
 - (2) Minimum lot frontage: 300 feet.
 - (3) Maximum height:
 - (a) Assisted living facility:
 - [1] Pitched roof: three stories or 55 feet to the highest ridge beam of a pitched roof.

- [2] Flat roof: four stories or 45 feet to the highest flat roof.
- (b) Independent senior living facility/*non-age restricted apartment buildings*:
 - [1] Pitched roof: three stories or 55 feet to the highest ridge beam of a pitched roof.
 - [2] Flat roof: five stories or 52 feet to the highest flat roof.
- (c) Continuum of care medical offices: two stories or 42 feet to the highest ridge beam of a pitched roof.
- (d) Nursing home: two stories or 30 feet, whichever is less.
- (4) Maximum impervious coverage: 35%.
- (5) Minimum setbacks for all buildings exclusive of entrance gatehouse:
 - (a) Front yard: 100 feet.
 - (b) Side and rear yards:
 - [1] From residential zone and/or single-family or multifamily residence property line: 100 feet.
 - [2] From nonresidential zone property line: 50 feet.
 - (c) A minimum of 50 feet of the setback area (except adjacent to a nonresidential zone property line) shall be considered a buffer strip. Driveways may only cross the buffer strip. Said buffer shall be kept in its natural state where wooded and, when natural vegetation is sparse or nonexistent, the Planning Board may require the applicant to supplement the existing vegetation.
- (6) Off-street parking: no parking or standing shall be permitted in the required front yard except for emergency vehicles, dropoff/pickup areas and visitor parking spaces.
 - (a) Assisted living facilities: *In accordance with the Residential Site Improvement Standards (RSIS)*, ~~a minimum of one space an employee at the maximum shift plus one space for each 10 units.~~
 - (b) Independent senior living facilities *and non-age restricted apartment buildings*: *In accordance with the Residential Site Improvement Standards (RSIS)*, ~~a minimum of one space an employee at the maximum shift plus one space for every 1 1/2 units.~~
 - (c) Continuum of care medical offices: same as professional offices.
 - (d) Nursing homes: as defined in § 112-45M.
 - (e) Minimum parking setbacks:
 - [1] From building: 10 feet.
 - [2] From single-family, multifamily residential zone and/or single-family or multifamily residence property line: 50 feet.
 - [3] From nonresidential zone property line: five feet.

K. The permanent residents of the *independent senior living units* ~~R-CoC facilities~~ shall be restricted to those 55 years of age or older, however, nothing herein shall prohibit a spouse from residing in the facility who is under the age of 55.

- L. Support facilities, functions and services may be for the use and benefit of the resident users of the facility, their guests and adult day-care users.
- M. The minimum size of a single-occupant *independent senior living* residential unit, including bathroom, and of a double-occupant unit shall be governed by the statutes of the State of New Jersey.
- N. Health care and support services, functions and facilities shall include the following at a minimum:
- (1) Indoor and outdoor recreational facilities;
 - (2) Physical therapy facilities;
 - (3) Entertainment facilities;
 - (4) Libraries;
 - (5) Dining facilities and food preparation facilities;
 - (6) Housekeeping and laundry services;
 - (7) Emergency medical services and private emergency transportation facilities; and
 - (8) Twenty-four-hour monitored ~~staffed reception area including a security person available~~ at all times to respond to and handle emergency situations and inquiries.
- O. The facilities and site shall conform to all design and other standards set forth for the district in which situated unless modified herein.
- P. Maximum number of units: ~~384~~ 400.
- Q. Maximum density: 10 units an acre.
- R. Developer's agreement. The developer and the municipality shall enter into an agreement at final plan approval pursuant to the provisions of N.J.S.A. 40:55D-39, setting forth the implementation requirements for *the development*. ~~a R-CoC facility~~. The substance of the developer's agreement shall be consistent with the laws of the State of New Jersey, this Chapter 112 and the conditions and standards applicable to *the development*. ~~R-CoC facilities~~. The developer's agreement shall be in a form satisfactory to the Township Attorney and Township Council and shall include, but may not be limited to, provisions relating to the following:
- (1) The disposition of lands required to be set aside for public, semipublic and/or open space and outdoor recreation uses.
 - (2) The disposition of lands adjacent to *the development* ~~an R-CoC facility~~ under the control of either the applicant or the property owner to assure compatibility with the activities of *the development*. ~~a R-CoC project~~.
 - (3) The phasing, financing and extent of off-tract traffic improvements.

- (4) Public approvals and municipal and developer actions required to implement public infrastructure improvements, such as public sewers and stormwater control.
- (5) The developer's obligation to maintain the project and comply with site plan approval conditions dealing with signage, building exteriors, landscaping, drainage, security, buffer areas and open spaces, trash removal and internal roadways.
- (6) Cleanup of any environmentally contaminated area. The municipality shall not have any responsibility for Superfund cleanup or site remediation.
- (7) Consideration of municipal impacts.
- (8) Agreements to support fire and rescue squads.
- (9) Open space area. Thirty percent of the gross acreage shall be open space area, which areas shall not include paved roadways or parking areas.
- (10) Buffer area. A buffer area of 50 feet in width shall be provided along the tract boundary. Earth berms, landscaping and/or ornamental fencing shall be provided within the required buffer areas.
- (11) *Requirements pertaining to the provision of very-low, low-, and moderate- income housing.*

S. *Provision of very-low, low- and moderate-income housing; mandatory set-aside requirements. The developer shall provide or cause others to provide, on-site, very-low, low- and moderate-income dwelling units totaling at least 15% of the development (at least 58 units for a development of 384 units) of which no less than 35 of the units shall be affordable to very-low income households as defined in the New Jersey Fair Housing Act (N.J.S.A. 52:27D-301 et seq.). The developer shall abide by all applicable requirements of the Council on Affordable Housing (COAH) including the Uniform Housing Affordability Controls (UHAC) including but not limited to pricing, bedroom mix, low/moderate income split, affirmative marketing, and assignment of a COAH-qualified Administrative Agent. The Developer shall be solely responsible for all payments required for the services of the Administrative Agent. The Administrative Agent shall be COAH-qualified, shall be approved by the Township, and shall perform all duties and responsibilities of an administrative agent as set forth in the COAH Rules and UHAC, including those set forth in N.J.A.C. 5:80-26.14, 16 and 18 thereof, which duties and responsibilities include, but are not limited to: affordability controls; affirmative marketing; household certification; communication and education; and enforcement.*

SECTION 4

Each clause, section or subsection of this ordinance shall be deemed a separate provision to the intent that if any such clause, section or subsection should be declared invalid, the remainder of the ordinance shall not be affected.

SECTION 5

All ordinances or parts of ordinances inconsistent with this ordinance are hereby repealed as the extent of such inconsistency.

SECTION 6

This ordinance shall take effect immediately upon adoption and publication according to law.

ORDINANCE NO.

This is a true copy of an ordinance adopted by the Township Council, Township of Franklin, Somerset County, New Jersey.

Introduced:

Public Hearing:

Adoption:

Published:

Effective:

Ann Marie McCarthy, Township Clerk

**DEVELOPER'S AGREEMENT BY AND BETWEEN
FRANKLIN TOWNSHIP AND RPM DEVELOPMENT, L.L.C.**

THIS AGREEMENT entered into this 23rd day of April, 2010 by and between the Township of Franklin, a municipal corporation, in the County of Somerset, State of New Jersey, with offices located at 475 DeMott Lane, Somerset, New Jersey (the "Township" or "Franklin") and RPM Development, LLC with offices located at 77 Park Street, Montclair, NJ 07042 (the "Developer") (collectively, the "Parties").

WHEREAS, Southern Burlington County NAACP v. Tp. of Mount Laurel, 92 N.J. 158 (1983) (hereinafter "Mount Laurel II"), the Fair Housing Act, N.J.S.A. 52:27D-301 et seq., the regulations adopted by the Council On Affordable Housing (hereinafter "COAH"), and other applicable laws, require all New Jersey municipalities to create a realistic opportunity for the provision of very-low, low- and moderate-income housing ("affordable housing"); and

WHEREAS, it has been determined that the Township must address a growth share obligation, meaning the Township must provide a realistic opportunity for the creation of affordable housing and conforming to the regulations of COAH (the "COAH Rules"); and

WHEREAS, as a prerequisite to Substantive Certification, COAH has required that the Parties enter into a Development Agreement with respect to the provision of affordable housing; and

WHEREAS, by resolutions of the Planning Board of Franklin Township, the Developer sought and received approval for the development of a 140-unit development consisting of a 70-unit age-restricted affordable apartment building as the first phase and a second phase consisting of the construction of 35 non-age restricted two-family homes (70 total non-age restricted units), (the "Proposed Development") on premises known as Block 142, Lot 12; Block 146, Lots 1-40; Block 148, Lots 1-8 and Block 150, Lot 1, located along located along Parkside Street and Mark Streets in the Institutional-Public (I-P) zoning district (the "Site" or "Property"); and

WHEREAS, the 70-unit age-restricted first phase of the Proposed Development received Preliminary Major Site Plan and Minor Subdivision Approval under Docket No. PLN-09-00006 on April 1, 2009 and Final Site Plan Approval under Docket No. PLN-09-00028 on January 06, 2010 by resolution memorialized January 20, 2010 and the 70 total non-age restricted second phase received Preliminary Major Site Plan and Preliminary Major Subdivision approval on January 20, 2010 by resolution

memorialized February 3, 2010 under Docket No. PLN-09-00026 and Final Site Plan/Subdivision Approval on April 7, 2010 under Docket No. PLN-10-00003 (the "Development Approvals"); and

WHEREAS, the 140-unit Proposed Development will: be 100% affordable and rental; consist of sixty nine (69) senior affordable units and sixty eight (68) non-age-restricted affordable units since three (3) of the units will be caretakers residences; and, shall contain a total of forty (40) very-low income affordable housing units as defined in the New Jersey Fair Housing Act (N.J.S.A. 52:27D-301 et seq.) of which ten (10) shall be very-low income senior units and thirty (30) shall be very-low income non-age-restricted units; and

WHEREAS, the COAH Rules and the Uniform Housing Affordability Controls ("UHAC") requires the assignment of an Administrative Agent, as the entity responsible for administering COAH's affordability controls; and

WHEREAS, pursuant to COAH Rules, the Administrative Agent acts primarily as an agent of the Township and the Township retains the ultimate responsibility for ensuring effective compliance with the COAH Rules and thus, the Administrative Agent remains under the supervision of the Township's Municipal Housing Liaison; and

WHEREAS, the Developer has agreed to abide by all COAH/UHAC Rules and regulations including but not limited to pricing, bedroom mix, low/moderate income split, affirmative marketing, and assignment of a COAH-qualified Administrative Agent, and has agreed that the affordable housing units will be deed restricted in accordance with the COAH Rules; and

WHEREAS, the Property is available, approvable, developable and suitable as those terms are defined by COAH Rules; and

WHEREAS, the Parties desire to set forth herein, the terms and conditions of such a development agreement, between the Parties.

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions contained herein, it is mutually agreed by and between the Parties as follows:

I. DEVELOPER OBLIGATIONS

1. The Developer shall proceed with the Proposed Development in accordance with and pursuant to the terms and conditions of the Development Approvals as they pertain to the provision of affordable housing, copies of which are attached hereto and made a part hereof.

2. With respect to the provision of affordable housing, the Proposed Development shall: be 100% affordable and rental; consist of sixty nine (69) senior affordable units and sixty eight (68) non-age-restricted affordable units since three (3) of the units will be caretakers residences; and, shall contain a total of forty (40) very-low income affordable housing units as defined in the New Jersey Fair Housing Act (N.J.S.A. 52:27D-301 et seq.) of which ten (10) shall be very-low income senior units and thirty (30) shall be very-low income non-age-restricted units; and

3. The Developer shall at all times comply with and abide by all COAH/UHAC Rules and regulations in connection with the Proposed Development and in the performance of this Agreement, including but not limited to, pricing, bedroom mix, low/moderate income split, affirmative marketing, and the assignment of a COAH-qualified Administrative Agent.

4. The Developer shall record a deed restriction which shall maintain the affordability of the affordable housing units within the Proposed Development as described herein in a form substantially similar to the form in Appendix E of N.J.A.C. 5:80-26.1 et. seq. The Developer shall provide the Township with proof of recordation of said deed restriction. Said deed restriction shall be recorded by the Developer after the appeal period for all relevant governmental approvals has expired and prior to the issuance of the first certificate of occupancy for the Proposed Development.

5. The Developer may choose the Administrative Agent for the Proposed Development or may use the Township's Administrative Agent. The Developer shall be solely responsible for all payments required for the services of the Administrative Agent. The Administrative Agent shall be COAH-qualified, shall be approved by the Township, and shall perform all duties and responsibilities of an administrative agent as set forth in the COAH Rules and UHAC, including those set forth in N.J.A.C. 5:80-26.14, 16 and 18 thereof, which duties and responsibilities include, but are not limited to: affordability controls; affirmative marketing; household certification; communication and education; and enforcement. If the Developer chooses the Administrative Agent, the Developer shall provide the Township, with at least 60 days prior written notice of its intent to change the Administrative Agent.

II. GENERAL CONDITIONS

1. Nothing herein shall be construed to prevent the Developer from assigning or transferring or selling the Property to any third party under such terms and conditions as the Developer, in its sole discretion, shall deem appropriate. However, prior to any assignment, transfer or sale of the Property, or any part thereof, the Developer shall obtain the prior written consent of the Township, which consent shall not be unreasonably withheld, and the assignee shall agree in writing to all of the conditions herein. Further, nothing herein shall be construed to operate as a release of the Developer, its heirs, successors or assigns from its obligations and the requirements contained in this Agreement in the event of an assignment.

2. Any Planning Board approval shall be subject to full compliance with this Agreement as an essential and nonseverable condition of the approval.

3. 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 subject 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.

4. This Agreement shall be recorded by the Developer and the continuing obligations contained in this Agreement shall be included in a Declaration of Covenants and Restrictions, to be filed by the Developer in the Somerset County Clerk's Office with such obligations to run with the land.

5. All notices shall be served by Certified Mail, return receipt requested and regular mail upon the Parties at the addresses shown below, and copies of all notices shall be delivered to the Parties' attorneys via regular mail.

To the Township:

Township of Franklin
475 DeMott Lane
Somerset, New Jersey 08873-6704
Attention: Township Manager

Copy to: Leslie G. London, Esq.
Township Attorney
McManimon & Scotland, LLC
1 Riverfront Plaza
Newark, New Jersey 07102

To Developer:

Copy to: RPM Development, LLC
77 Park Street
Montclair, NJ 07042

III. DEFAULT

A default shall occur if the Developer fails to abide by any material term of this Agreement. Upon such default by the Developer, the Township shall be entitled to all rights and remedies provided by law. All remedies available to the Township in the event of default are cumulative.

IV. MISCELLANEOUS

1. If any section of this Agreement shall for any reason be adjudged by a court to be invalid, such judgment shall not affect the remaining sections of this Agreement. The provisions of this Agreement are intended to be severable.

2. This Agreement shall be binding upon the successors and assigns of the Parties signing it.

In Witness Whereof, the Parties have executed this Agreement on the day written at the top of the first page.

TOWNSHIP OF FRANKLIN

by: Brian D. Levine
Brian Levine, MAYOR

ATTEST

by: Ann Marie McCarthy
Ann Marie McCarthy, CLERK

RPM Development, LLC

by: Edward Martoglio
Edward Martoglio
Managing Member

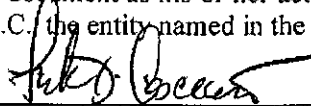
ATTEST

by: Linda S. Halligan
Linda S. Halligan

STATE OF NEW JERSEY :
: SS:
COUNTY OF ESSEX :

I CERTIFY that on April 23, 2010, Edward G. Martoglio personally came before me and acknowledged under oath, to my satisfaction, that this person (or if more than one, each person):

- (a) is named in and personally signed this document; and
- (b) signed, sealed and delivered this document as his or her act and deed and as the Act and Deed of RPM Development, L.L.C. the entity named in the attached document.

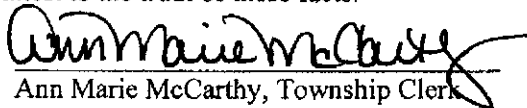


Frank D. Casciano
Attorney-at-Law of the State of New Jersey

STATE OF NEW JERSEY :
: SS:
COUNTY OF :


I CERTIFY that on May 5, 2010, Ann Marie McCarthy personally came before me and acknowledged under oath, to my satisfaction, that this person (or if more than one, each person):

- (a) this person is the Clerk of the Township of Franklin, the municipal corporation named in this document.
- (b) this person is the attending witness to the signing of this document by Brian D. Levine, the proper corporate officer who is 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 dated April 27, 2010;
- (d) this person knows the proper seal of the municipal corporation which was affixed to this document; and
- (e) this person signed this proof to attest to the truth of these facts.



Ann Marie McCarthy, Township Clerk

Sworn and Subscribed to before me
this 5th day of May, 2010.


(Notary Public)

CHRISTINE JEAN BURKE
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES AUGUST 24, 2010

RECORD AND RETURN TO:

**DEVELOPER'S AGREEMENT BY AND BETWEEN
FRANKLIN TOWNSHIP AND SUMMERFIELDS AT FRANKLIN, L.L.C.**

THIS AGREEMENT entered into this 25th day of May, 2010 by and between the Township of Franklin, a municipal corporation, in the County of Somerset, State of New Jersey, with offices located at 475 DeMott Lane, Somerset, New Jersey (the "Township" or "Franklin") and Summerfields At Franklin LLC with offices located at 812 Central Avenue, Westfield, NJ 07090, (the "Developer") (collectively, the "Parties").

WHEREAS, Southern Burlington County NAACP v. Tp. of Mount Laurel, 92 N.J. 158 (1983) (hereinafter "Mount Laurel II"), the Fair Housing Act, N.J.S.A. 52:27D-301 et seq., the regulations adopted by the Council On Affordable Housing (hereinafter "COAH"), and other applicable laws, require all New Jersey municipalities to create a realistic opportunity for the provision of very-low, low- and moderate-income housing ("affordable housing"); and

WHEREAS, it has been determined that the Township must address a growth share obligation, meaning the Township must provide a realistic opportunity for the creation of affordable housing conforming to the regulations of COAH (the "COAH Rules"); and

WHEREAS, as a prerequisite to Substantive Certification, COAH has required that the Parties enter into a Developer Agreement with respect to the provision of affordable housing; and

WHEREAS, by Resolution of the Planning Board of Franklin Township adopted on February 3, 2010 (the "February 3, 2010 Resolution") the Developer sought and received Amended General Development Plan Approval for a "converted development" pursuant to P.L. 2009, Chapter 82 (S-2577/A-3772) and as codified at N.J.S.A. 45:22A-46.3 et seq., at premises known as Block 516, Lots 4.04, 6.04 and 15 at Randolph Road and Schoolhouse Road consisting of approximately 168 acres located in the Planned Adult Community (PAC) District (the "Site" or "Property"); and

WHEREAS, in accordance with the Township zoning ordinance, the Site previously received General Development Plan Approval and Preliminary Site Plan and Subdivision Approval on September 20, 2006, as memorialized by Resolution adopted by the Planning Board on January 3, 2007 for a predominately age-restricted development consisting of 900 units based on the following housing mix:

750 senior units in the form of single-family detached, townhouse and apartment units and 150 non-age-restricted units in the form of single-family detached units; and

WHEREAS, the Developer sought and received Amended General Development Plan Approval in accordance with S-2577/A-3772, signed into law by the Governor on July 2, 2009, which allows developers to seek the conversion of certain age-restricted units to non-age restricted market rate units; and

WHEREAS, under the Amended General Development Plan Approval for a “converted development” pursuant to P.L. 2009, Chapter 82 (S-2577/A-3772) and as codified at N.J.S.A. 45:22A-46.3 et seq., the total number of units will remain at no more than 900 units and will consist of the following revised housing mix: up to 200 single-family detached units; up to 100 townhouses; and up to 600 apartments, (the “Proposed Development”); and

WHEREAS, under the Amended General Development Plan Approval, with respect to the provision of affordable housing, the Proposed Development will include a total of 180 rental affordable housing units of which 50 will be restricted to seniors and no less than 24 will be very-low income non-age-restricted affordable housing units as defined in the New Jersey Fair Housing Act (N.J.S.A. 52:27D-301 et seq.); and

WHEREAS, the COAH Rules and the Uniform Housing Affordability Controls (“UHAC”) requires the assignment of an Administrative Agent, as the entity responsible for administering COAH’s affordability controls; and

WHEREAS, pursuant to COAH Rules, the Administrative Agent acts primarily as an agent of the Township and the Township retains the ultimate responsibility for ensuring effective compliance with the COAH Rules and thus, the Administrative Agent remains under the supervision of the Township’s Municipal Housing Liaison; and

WHEREAS, the Developer has agreed to abide by all COAH/UHAC Rules and regulations including but not limited to pricing, bedroom mix, low/moderate income split, affirmative marketing, and assignment of a COAH-qualified Administrative Agent, and has agreed, as a condition of General Development Plan Approval, that the affordable housing units will be deed restricted in accordance with the COAH Rules; and

WHEREAS, the Township and the Developer reserve the right to request modifications to this agreement in the event of changes to COAH's regulations or other changes in applicable law; and

WHEREAS, the Property is available, approvable, developable and suitable as those terms are defined by COAH Rules; and

WHEREAS, the Parties desire to set forth herein, the terms and conditions of such a Developer Agreement, between the Parties.

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions contained herein, it is mutually agreed by and between the Parties as follows:

I. DEVELOPER OBLIGATIONS

1. The Developer shall proceed with the Proposed Development in accordance with and pursuant to the terms and conditions of the Amended General Development Plan Approval as it pertains to the provision of affordable housing, a copy of which is attached hereto and made a part hereof.

2. With respect to the provision of affordable housing, the Proposed Development shall include a total of 180 rental affordable housing units of which 50 will be restricted to seniors and no less than 24 shall be very-low income non-age-restricted affordable rental housing units as defined in the New Jersey Fair Housing Act (N.J.S.A. 52:27D-301 et seq.).

3. The Developer shall at all times comply with and abide by all COAH/UHAC Rules and regulations in connection with the Proposed Development and in the performance of this Agreement, including but not limited to pricing, bedroom mix, low/moderate income split, affirmative marketing, and the assignment of a COAH-qualified Administrative Agent.

4. The Developer shall record a deed restriction which shall maintain the affordability of each affordable housing unit within the Proposed Development as rental units in a form substantially similar to the form in Appendix E of N.J.A.C. 5:80-26.1 et. seq.. The Developer shall provide the

Township with proof of recordation of said deed restriction. Said deed restriction shall be recorded by the Developer as required by applicable COAH/UHAC rules.

5. The Developer may choose the Administrative Agent for the Proposed Development or may use the Township's Administrative Agent. The Developer shall be solely responsible for all payments required for the services of the Administrative Agent. The Administrative Agent shall be COAH-qualified, shall be approved by the Township, and shall perform all duties and responsibilities of an administrative agent as set forth in the COAH Rules and UHAC, including those set forth in N.J.A.C. 5:80-26.14, 16 and 18 thereof, which duties and responsibilities include, but are not limited to: affordability controls; affirmative marketing; household certification; communication and education; and enforcement. If the Developer chooses the Administrative Agent, the Developer shall provide the Township with prior written notice of its intent to change the Administrative Agent. Such change shall be subject to Township consent which consent shall not be unreasonably withheld.

II. GENERAL CONDITIONS

1. Nothing herein shall be construed to prevent the Developer from assigning or transferring or selling the Property to any third party under such terms and conditions as the Developer, in its sole discretion, shall deem appropriate. However, prior to any assignment, transfer or sale of the Property, or any part thereof, the Developer shall provide the Township notice atleast two (2) weeks prior to such assignment. Further, nothing herein shall be construed to operate as a release of the heirs, successors or assigns, as applicable, from the obligations and the requirements contained in this Agreement in the event of an assignment.

2. Any Planning Board approval shall be subject to full compliance with this Agreement as an essential and nonseverable condition of the approval.

3. 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 peson, corporation, partnership or other legal entity which at any particular time may have a fee title interest in the subject 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.

4. This Agreement shall be recorded by the Developer and the continuing obligations contained in this Agreement shall be included in a Declaration of Covenants and Restrictions, to be filed by the Developer in the Somerset County Clerk's Office with such obligations to run with the land.

5. All notices shall be served by Certified Mail, return receipt requested and regular mail upon the Parties at the addresses shown below, and copies of all notices shall be delivered to the Parties' attorneys via regular mail.

To the Township:

Township of Franklin
475 DeMott Lane
Somerset, New Jersey 08873-6704
Attention: Township Manager

Copy to: Leslie G. London, Esq.
Township Attorney
McManimon & Scotland, LLC
1037 Raymond Boulevard, Suite 400
Newark, New Jersey 07102

To Developer:

Copy to: Summerfields at Franklin, LLC
812 Central Avenue
Westfield, NJ 07090

III. DEFAULT

A default shall occur if the Developer fails to abide by any material term of this Agreement. Upon such default by the Developer, the Township shall be entitled to all rights and remedies provided by law. All remedies available to the Township in the event of default are cumulative.

IV. MISCELLANEOUS

1. If any section of this Agreement shall for any reason be adjudged by a court to be invalid, such judgment shall not affect the remaining sections of this Agreement. The provisions of this Agreement are intended to be severable.

2. This Agreement shall be binding upon the successors and assigns of the Parties signing it.

In Witness Whereof, the Parties have executed this Agreement on the day written at the top of the first page.

TOWNSHIP OF FRANKLIN

by: Brian A. Levine
Brian Levine, MAYOR

ATTEST

by: Ann Marie McCarthy
Ann Marie McCarthy, CLERK

Summerfields at Franklin, LLC

by: Anatol Hiller
Anatol Hiller, MANAGING MEMBER

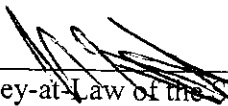
ATTEST

by: Barbara J. Feela

STATE OF NEW JERSEY :
: SS:
COUNTY OF :

I CERTIFY that on May 25th, 2010,
Anatal Hiller personally came before
me and acknowledged under oath, to my satisfaction, that this person (or if more than one, each
person):

- (a) is named in and personally signed this document; and
- (b) signed, sealed and delivered this document as his or her act and deed and as the
Act and Deed of Summerfields the entity named in the attached
document.

JEFFREY HILLER
ATTORNEY AT LAW
NEW JERSEY
021992007

Attorney-at-Law of the State of New Jersey

STATE OF NEW JERSEY :
: SS:
COUNTY OF :

I CERTIFY that on May 5, 2010, Ann Marie McCarthy personally came
before me and acknowledged under oath, to my satisfaction, that this person (or if more than one,
each person):

- (a) this person is the Clerk of the Township of Franklin, the municipal corporation
named in this document.
- (b) this person is the attending witness to the signing of this document by Brian D.
Levine, the proper corporate officer who is 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 dated
April 27, 2010;
- (d) this person knows the proper seal of the municipal corporation which was affixed
to this document; and
- (e) this person signed this proof to attest to the truth of these facts.

Ann Marie McCarthy
Ann Marie McCarthy, Township Clerk

Sworn and Subscribed to before me
this 5TH day of MAY, 2010.

Christine J. Burke
(Notary Public)

CHRISTINE JEAN BURKE
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES AUGUST 24, 2010

**AGREEMENT BY AND BETWEEN FRANKLIN TOWNSHIP, AND SPRING HILLS
SENIOR COMMUNITIES**

THIS AGREEMENT entered into this 28 day of May, 2010 (the "Effective Date") by and between the Township of Franklin, a municipal corporation, in the County of Somerset, State of New Jersey, with offices located at 475 DeMott Lane, Somerset, New Jersey (the "Township" or "Franklin"), and Spring Hill Senior Communities with offices located at 10 Woodbridge Center Drive, Woodbridge, NJ 07095 (the "Developer") (collectively, the "Parties"); and

WHEREAS, Southern Burlington County NAACP v. Tp. of Mount Laurel, 92 N.J. 158 (1983) (hereinafter "Mount Laurel II"), the Fair Housing Act ("FHA"), N.J.S.A. 52:27D-301 et seq., the regulations adopted by the Council on Affordable Housing (hereinafter "COAH"), N.J.A.C. 5:96 and 5:97 ("COAH Rules"), and other applicable laws, require all New Jersey municipalities to create a realistic opportunity for the provision of their fair share of very-low, low- and moderate-income housing; and

WHEREAS, the Township must provide a realistic opportunity for the development of its fair share of affordable housing; and

WHEREAS, as a condition of COAH issuing substantive certification to the Township, COAH has required Franklin to enter into this Agreement with the Developer regarding the development of thirty-eight (38) Affordable Housing Units (defined below), which are an integral component of the satisfaction of Franklin's fair share obligation and are proposed to be located in an inclusionary development on the premises known as Block 347, Lot 7 located along Hamilton Street between Wheeler Place and Girard Avenue (the "Site"); and

WHEREAS, the Parties have reached an agreement concerning the development of the Site and the affordable housing contribution to be provided by the Developer; and

WHEREAS, the Parties desire to set forth herein, the terms and conditions of such an agreement.

NOW, THEREFORE, in consideration of the mutual promises, covenants and

conditions contained herein, it is mutually agreed by and between the Parties as follows:

I. DEVELOPER OBLIGATIONS. The Developer covenants and agrees to the following:

1. The Developer shall be permitted to seek any approvals, permits or any other authorization from any government entities, including the Township Planning Board, to enable the development of a 127 unit independent senior living facility ("Proposed Development") on the Site.

2. Upon the Developer's construction of the Proposed Development, the Developer shall deed restrict thirty-eight (38) units (the "Affordable Housing Units") to ensure that ten (10) units shall be affordable to very-low income households, nine (9) units shall be affordable to low income households, and nineteen (19) units shall be affordable to moderate income households as those terms are defined in the COAH Rules and the FHA.

3. The Developer shall at all times comply with and abide by all COAH Rules and the Uniform Housing Affordability Control Regulations ("UHAC"), N.J.A.C. 5:80-26.1, et seq. in connection with the Proposed Development and in the performance of this Agreement, including but not limited to, pricing, bedroom mix, low/moderate income split, affirmative marketing, and the assignment of a COAH-qualified Administrative Agent.

4. The Developer shall record a deed restriction which shall maintain the affordability of the Affordable Housing Units within the Proposed Development as described herein in a form substantially similar to the form in Appendix E of N.J.A.C. 5:80-26.1 et seq. The Developer shall provide the Township with proof of recordation of said deed restriction. Said deed restriction shall be recorded by the Developer after the appeal period for all relevant governmental approvals has expired and prior to the issuance of the first certificate of occupancy for the Proposed Development.

5. The Developer shall select a person or entity to serve as the administrative agent ("Administrative Agent") for the Proposed Development or, in the alternative, the Developer may delegate to the Township the right to select the Administrative Agent. The Developer shall be solely responsible for all payments required for the services of the Administrative Agent. The Administrative Agent shall be COAH-qualified, shall be approved by the Township, which shall

not be unreasonably withheld by the Township, and shall perform all duties and responsibilities of an administrative agent as set forth in the COAH Rules and UHAC, including those set forth in N.J.A.C. 5:80-26.14, -26.16 and -26.18 thereof, which duties and responsibilities include, but are not limited to, administering the affordability controls, affirmative marketing, household certification, communication and education, and enforcement concerning the Affordable Housing Units. If the Developer chooses the Administrative Agent, the Developer shall provide the Township with prior written notice of its intent to change the Administrative Agent. Such change shall be subject to Township consent which consent shall not be unreasonably withheld.

II. FRANKLIN OBLIGATIONS. Franklin agrees and covenants to the following:

1. Within forty-five (45) days of the grant of substantive certification, the Township shall adopt pursuant to N.J.A.C. 5:96-6.3(e), the ordinance ("Ordinance"), which is attached hereto as Exhibit A, pursuant to the procedures in the Municipal Land Use Law, N.J.S.A. 40:55D-1, et seq.

2. The Township shall review subsequent development application(s) for the development specified herein in accordance with the requirements of the Municipal Land Use Law and Chapter 112 of the Township Ordinances, Land Development. The Proposed Development is an integral component of the Township's satisfaction of its fair share obligations under the New Jersey Constitution, and the Ordinance to be adopted pursuant to II(1) shall effectuate that obligation.

3. The Site is an approvable site, available site, developable site and suitable site as those terms are defined by the COAH Rules.

4. The concept plan ("Concept Plan"), which is attached hereto as Exhibit B, and the architectural renderings ("Architectural Renderings"), which are attached hereto as Exhibit C, satisfy all of the use and bulk standards of the Ordinance. Nonetheless, the Proposed Development will be reviewed and approved by the Planning Board in accordance with all provisions and requirements of the MLUL, including, if necessary, appropriate variance relief and appropriate requirements pertaining thereto.

5. The Township shall not impose any undue cost generative requirements on the Developer or the Proposed Development as set forth in the COAH Rules.

III. GENERAL CONDITIONS. The Parties agree to the following terms and conditions:

1. Nothing herein shall be construed to prevent the Developer from assigning or transferring or selling the Property to any third party under such terms and conditions as the Developer, in its sole discretion, shall deem appropriate, provided that, prior to any assignment, transfer or sale of the Property, or any part thereof, a) the Developer shall obtain the prior written consent of the Township, which consent shall not be unreasonably withheld, b) the the third party shall agree in writing to all of the conditions herein, and, c) the third party shall be commercially capable of performing under this Agreement. Developer, its heirs, successors or assigns shall be released from its obligations and the requirements contained in this Agreement in the event of an assignment, only if same are fully assumed in writing by the third party.

2. Any approval issued by the Planning Board for the Proposed Development shall be subject to full compliance with this Agreement as an essential and nonseverable condition of the approval.

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

4. The Developer shall record a Declaration of Covenants and Restrictions containing the continuing obligations contained in this Agreement, which attaches this Agreement as an exhibit, in the Somerset County Clerk's Office and the obligations and rights set forth in this Agreement and reflected in the Declaration of Covenants and Restrictions, shall run with the land.

5. All notices shall be served by Certified Mail, return receipt requested and regular mail upon the Parties at the addresses shown below, and copies of all notices shall be delivered to the Parties' attorneys via regular mail.

To the Township:

Township of Franklin
475 DeMott Lane
Somerset, New Jersey 08873-6704
Attention: Township Manager

Copy to:

Leslie G. London, Esq.
Township Attorney
McManimon & Scotland, LLC
1037 Raymond Blvd., Suite 400
Newark, New Jersey 07102

To Developer:

Spring Hill Senior Communities
515 Plainfield Ave.
Suite 200
Edison, New Jersey 08817
Attn: Alexander C. Markowitz

Copy to:

Robert Kasuba, Esq.
Sills Cummis & Gross P.C.
650 College Road East
Princeton, New Jersey 08540

IV. DEFAULT.

1. A default shall occur if any Party fails to abide by any material term of this Agreement. Upon such default by any Party, the non-defaulting Party shall be entitled to all rights and remedies provided by law. All remedies available to the non-defaulting Party in the event of default are cumulative.

V. MISCELLANEOUS.

1. Successors and Assigns. This Agreement shall be binding upon the successors and assigns of the Parties signing it.

2. Recitals and Exhibits. The recitals at the beginning of this Agreement and the Exhibits attached hereto are hereby incorporated into and made a part of this Agreement.

3. Severability. If any section of this Agreement shall for any reason be adjudged by a court to be invalid, such judgment shall not affect the remaining sections of this Agreement. The provisions of this Agreement are intended to be severable.

4. Captions. Captions and titles to this Agreement, including its articles, sections and subsections, are for convenience of reference only and are not to be construed as defining, limiting, or modifying the scope and intent of the various terms, conditions and provisions of this Agreement.

5. Cooperation. The Parties agree to fully cooperate with each other to carry out the provisions and purposes of this Agreement.

6. Waiver. The failure to enforce any of the provisions of this Agreement shall not be construed to be a waiver of them.

7. Entire Agreement. This Agreement and the Exhibits attached hereto contain the entire agreement among the Parties. No representative, agent or employee of any Party has been authorized to make any representations or promises regarding this Agreement or to vary, alter or modify the terms hereof except as stated herein.

8. Amendments. No additions, alterations, modifications, extensions or amendments to this Agreement shall be binding unless reduced to writing and signed by all of the Parties.

9. Preparation. The Parties acknowledge that this Agreement has been prepared by the attorneys for all of the Parties to this Agreement. Therefore, this Agreement shall be construed on a parity among the Parties.

10. Construction. This Agreement shall be construed, interpreted and enforced in accordance with the laws of the State of New Jersey.

11. Counterparts. This Agreement may be executed by the Parties in counterparts.

In Witness Whereof, the Parties have executed this Agreement on the day written at the top of the first page.

TOWNSHIP OF FRANKLIN

by: Brian D. Levine
Brian Levine, MAYOR

ATTEST

by: Ann Marie McCarthy
Ann Marie McCarthy, CLERK

SPRING HILL SENIOR COMMUNITIES

by: Alexander C. Markowits
Alexander C. Markowits, Managing Member

ATTEST

by: Ann Marie McCarthy

STATE OF NEW JERSEY :

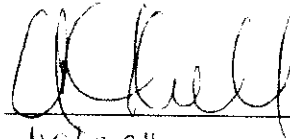
: SS:

COUNTY OF

: Middlesex

I CERTIFY that on 28th of May, 2010,
Adrienne Hill personally came before
me and acknowledged under oath, to my satisfaction, that this person (or if more than one, each
person):

- (a) is named in and personally signed this document; and
- (b) signed, sealed and delivered this document as his or her act and deed and as the
Act and Deed of _____, the entity named in the attached
document.



Adrienne Hill
~~Notary~~
~~Attorney at Law~~ of the State of New Jersey

ADRIANNE Y. HILL
Notary Public
State of New Jersey
My Commission Expires 10-03-2013

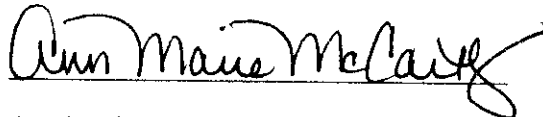
STATE OF NEW JERSEY :

: SS:

COUNTY OF :

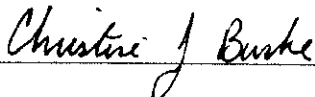
I CERTIFY that on May 5, 2010, Ann Marie McCarthy personally came before me and acknowledged under oath, to my satisfaction, that this person (or if more than one, each person):

- (a) this person is the Clerk of the Township of Franklin, the municipal corporation named in this document.
- (b) this person is the attending witness to the signing of this document by Brian D. Levine, the proper corporate officer who is 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 dated April 27, 2010;
- (d) this person knows the proper seal of the municipal corporation which was affixed to this document; and
- (e) this person signed this proof to attest to the truth of these facts.



Ann Marie McCarthy, Township Clerk

Sworn and Subscribed to before me
this 5th day of May, 2010.



(Notary Public)

CHRISTINE JEAN BURKE
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES AUGUST 24, 2010

ORDINANCE NO.

AN ORDINANCE AMENDING THE CODE OF THE TOWNSHIP OF FRANKLIN, COUNTY OF SOMERSET, STATE OF NEW JERSEY, MORE PARTICULARLY CHAPTER 112, DEVELOPMENT, TO IMPLEMENT AN ELEMENT OF THE FAIR SHARE PLAN KNOWN AS SPRINGHILL SENIOR LIVING.

SUMMARY

This ordinance amends Chapter 112, Land Development, so as to implement an element of the Fair Share Plan.

BE IT ORDAINED by the Township Council of the Township of Franklin, County of Somerset, State of New Jersey that the Code of the Township of Franklin is hereby amended as follows:

SECTION 1

Chapter 112, Land Development, is amended to amend Section 112-5, Districts enumerated, in Article II, Zoning Districts and Zoning Map, to add the Senior Living zone as follows:

ISL Independent Senior Living

SECTION 2

Chapter 112, Land Development, Section 112-8, Purposes of districts, is amended to create new Section 112-8.AC, to incorporate the ISL zone, as follows:

AC. ISL Independent Senior Living. The purpose of the ISL District is to allow the development of an independent senior living facility that addresses the need for age-restricted housing in the Township and which addresses the need for affordable housing intended solely for seniors.

SECTION 3

Chapter 112, Land Development - Article II, Section 112-6, Zoning Map, Paragraph B, Official Zoning Map, is amended as follows to rezone Block 347, Lot 7 from the R-15 to the ISL district, as follows:

The Official Zoning Map is amended to change the designation of property known as Block 347, Lot 7 from R-15 to ISL.

SECTION 4

Chapter 112, Land Development, Article IV, shall be amended as follows to add new Section 112-33.1, Independent Senior Living:

§ 112-33.1. *Independent Senior Living.*

A. *Permitted Uses.*

- (1) *Independent senior living facilities for senior citizens who are capable of living independently of supportive services to assist them with the activities of daily living. Such development shall consist of an apartment-style facility in which residency is age-restricted to households in which the head of household or their spouse is age 62 years or older, except that due to death, a remaining spouse less than 62 years of age shall be permitted to continue to reside and further provided that no person under 19 years of age shall reside in any dwelling unit for more than 90 days in any calendar year. Independent senior living facilities may also contain porches, patios, balconies and public areas to provide activities for residents, including a dining room, community/multipurpose rooms, chapel and recreational areas.*
- (2) *Assisted living facilities for senior citizens who are able to live independently in apartment-style units but require some assistance with the activities of daily living.*

B. *Accessory uses.*

- (1) *Housing units for caretaker, facility director or similar on-site employee(s), which units shall be included toward the number of permitted units.*
- (2) *Security booths.*
- (3) *Recycling areas.*
- (4) *Indoor recreational areas such as game rooms, library, computer room.*
- (5) *Outdoor recreational sitting areas such as an event lawn, gazebos and other civic amenities.*
- (6) *Other uses customary and incidental to the principal permitted use.*

C. *Development Requirements. Development within this zone shall be in accordance with the following standards and site plan review:*

- (1) *Minimum lot area: 5 acres.*
- (2) *Minimum lot frontage: 300 feet.*
- (3) *Maximum number of units: 127.*
- (4) *Maximum height: three stories or 50 feet to the highest ridge beam of a pitched roof or 35 feet to a flat roof.*
- (5) *Maximum lot coverage: 35%.*
- (6) *Maximum impervious coverage: 60%.*
- (7) *Minimum setbacks for all building:*
 - (a) *Front yard: 100 feet.*
 - (b) *One Side yard: 25 feet.*
 - (c) *Total of Two Side Yards: 100 feet.*
 - (d) *Rear yard: 100 feet.*
- (8) *Buffer Areas: Along the front and rear lot lines, a minimum buffer of 50 feet shall be provided. Such buffer shall be 15 feet along side lot lines. With the exception of minimum disturbance necessary for the construction of an access driveway and utilities said buffer shall be kept in its natural state where wooded and, when natural vegetation is sparse or nonexistent, the developer shall supplement the existing vegetation with new landscape screening. Elsewhere on the site, existing trees shall be preserved to the greatest degree possible.*
- (9) *Off-street parking: In accordance with the Residential Site Improvement Standards (RSIS).*
- (10) *Minimum parking setbacks:*
 - (a) *From building: 10 feet.*
 - (b) *No parking area shall be permitted in the required front yard or within required buffer areas.*
- (11) *The development shall be serviced by public water and sewer facilities.*
- (12) *Support services, functions and facilities shall include the following at a minimum: indoor recreation or activity facilities; kitchen and dining facilities; private emergency transportation; pass-key locking doors that provide twenty-four-hour security.*
- (13) *Provision of very-low, low- and moderate-income housing; mandatory set-aside requirements. The developer shall provide or cause others to provide, on-site, very-low, low- and moderate-income dwelling units totaling at least 38 units (30%) with at least 10 of such units being affordable to very-low income households. The developer shall abide by all applicable requirements of the Council on Affordable Housing (COAH) including the Uniform Housing Affordability Controls (UHAC) including but not limited to pricing, bedroom mix, low/moderate income split, affirmative marketing, and assignment of a COAH-qualified Administrative Agent. The Developer shall be solely responsible for all payments required for the services of the Administrative Agent. The*

Administrative Agent shall be COAH-qualified, shall be approved by the Township, and shall perform all duties and responsibilities of an administrative agent as set forth in the COAH Rules and UHAC, including those set forth in N.J.A.C. 5:80-26.14, 16 and 18 thereof, which duties and responsibilities include, but are not limited to: affordability controls; affirmative marketing; household certification; communication and education; and enforcement.

SECTION 5

Each clause, section or subsection of this ordinance shall be deemed a separate provision to the intent that if any such clause, section or subsection should be declared invalid, the remainder of the ordinance shall not be affected.

SECTION 6

All ordinances or parts of ordinances inconsistent with this ordinance are hereby repealed as the extent of such inconsistency.

SECTION 7

This ordinance shall take effect immediately upon adoption and publication according to law.

ORDINANCE NO.

This is a true copy of an ordinance adopted by the Township Council, Township of Franklin, Somerset County, New Jersey.

Introduced:

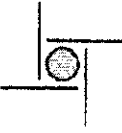
Public Hearing:

Adoption:

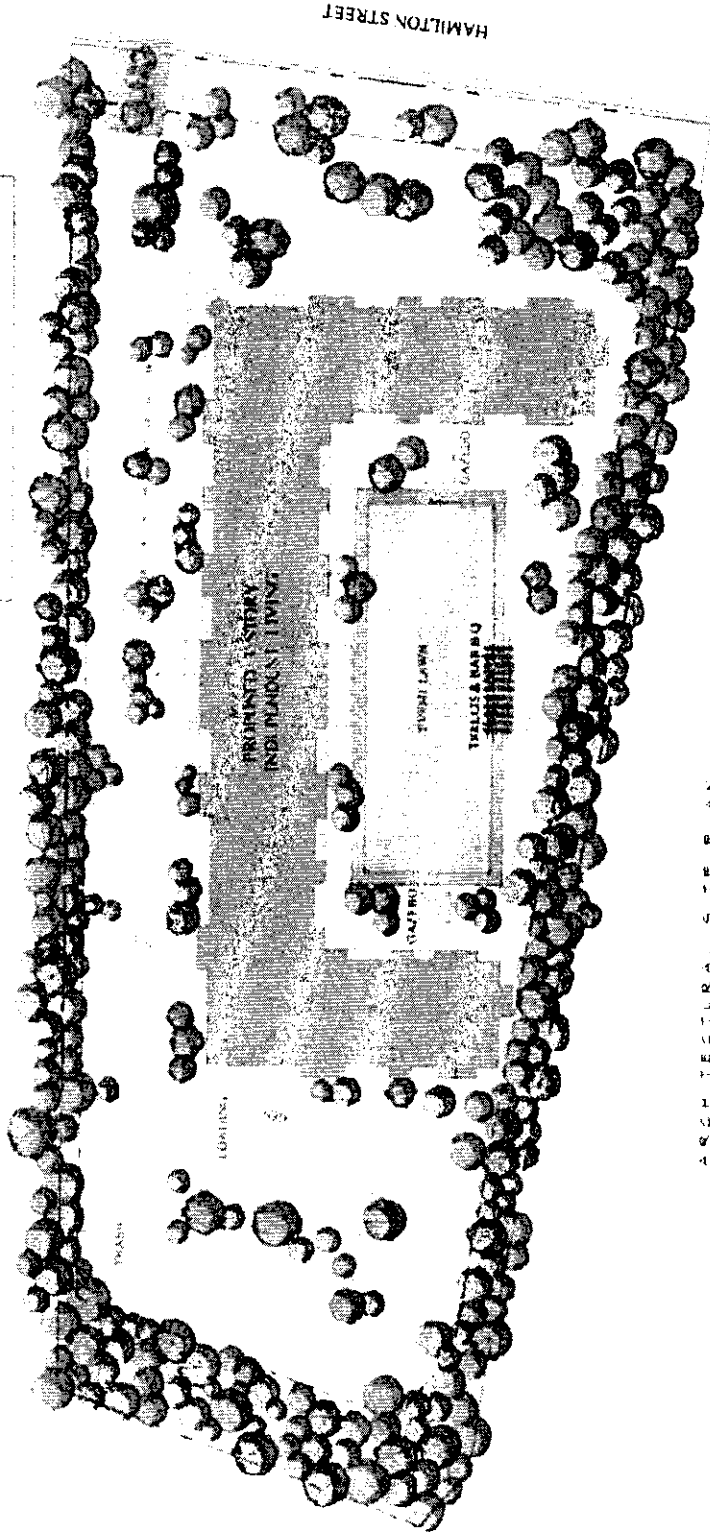
Published:

Effective:

Ann Marie McCarthy, Township Clerk



PROJECT DATA
UNIT COUNT & AREA CALCULATIONS
PARKING CALCULATION



**DEVELOPER'S AGREEMENT BY AND BETWEEN
FRANKLIN TOWNSHIP AND SOMERSET GRAND, L.L.C. (LADUREE)**

THIS AGREEMENT entered into this June day of 15, 2010 by and between the Township of Franklin, a municipal corporation, in the County of Somerset, State of New Jersey, with offices located at 475 DeMott Lane, Somerset, New Jersey (the "Township" or "Franklin") and Somerset Grand, LLC with offices located at Laduree Corporate Office, 405 Cedar Lane, Teaneck, NJ 07666 (the "Developer"); and

WHEREAS, Southern Burlington County NAACP v. Tp. of Mount Laurel, 92 N.J. 158 (1983) (hereinafter "Mount Laurel II"), the Fair Housing Act, N.J.S.A. 52:27D-301 et seq., the regulations adopted by the Council On Affordable Housing (hereinafter "COAH"), and other applicable laws, require all New Jersey municipalities to create a realistic opportunity for the provision of very-low, low- and moderate-income housing ("affordable housing"); and

WHEREAS, it has been determined that the Township must address a growth share obligation, meaning the Township must provide a realistic opportunity for the creation of affordable housing and conforming to the regulations of COAH (the "COAH Rules"); and

WHEREAS, the site is currently zoned for higher density, age-restricted, residential development and site plan approval for 384 units in 4- and 5-story buildings was granted in 2004 and such development contained no affordable set aside; and

WHEREAS, the Township's Fair Share Plan submitted in December 2008 proposes to revise the Laduree development to help meet particular aspects of the Township's COAH obligation (particularly the very-low income requirement) and in exchange for providing 15% COAH units (and a component of the Township's very low obligation), the developer would have been permitted to convert a portion of the project into non-age-restricted units; and

WHEREAS, as a prerequisite to Substantive Certification, COAH has required that the Parties enter into a Developer Agreement with respect to the provision of affordable housing; and

WHEREAS, in the Township's Fair Share Plan, the Laduree development is proposed to consist of: 384 units with a 15% affordable set-aside for a total of no less than 58 affordable rental units of which

35 shall be very low income units at premises known as Block 424.01, Lot 39.07 located on Easton Avenue (Somerset County Route 527) within the Township (the "Site" or "Property"); and

WHEREAS, in the Township's Fair Share Plan, the Laduree development was proposed as a mixed-generational development consisting of age-restricted and non-age-restricted units and consisting of: a total of 384 units comprised of 327 non-age-restricted units and 57 age-restricted units; and, a 15% affordable set-aside for a total of no less than 58 affordable rental units, including 35 very low income units; and

WHEREAS, it has recently come to the attention of the Developer and the Township that the particular mixture of age-restricted and non-age-restricted units in the Laduree development as contemplated in the Township's Fair Share Plan is not consistent with the requirements of the Federal Fair Housing Act; and

WHEREAS, in light of the above, the Developer and the Township agree that the Laduree development be modified to be entirely non-age-restricted; and

WHEREAS, as a result of this modification, the total number of units would remain at 384 units with the affordable set-aside remaining at 15% for a total of no less than 58 affordable rental units of which 35 shall be very low income units (the "Proposed Development") with all units being non-age-restricted; and

WHEREAS, the COAH Rules and the Uniform Housing Affordability Controls ("UHAC") requires the assignment of an Administrative Agent, as the entity responsible for administering COAH's affordability controls; and

WHEREAS, pursuant to COAH Rules, the Administrative Agent acts primarily as an agent of the Township and the Township retains the ultimate responsibility for ensuring effective compliance with the COAH Rules and thus, the Administrative Agent remains under the supervision of the Township's Municipal Housing Liaison; and

WHEREAS, the Developer has agreed to abide by all COAH/UHAC Rules and regulations including but not limited to pricing, bedroom mix, low/moderate income split, affirmative marketing, and

assignment of a COAH-qualified Administrative Agent, and has agreed that the affordable housing units will be deed restricted in accordance with the COAH Rules and would be rental; and

WHEREAS, the Township and the Developer reserve the right to request modifications to this agreement in the event of changes to COAH's regulations or other changes in applicable law; and

WHEREAS, the Property is available, approvable, developable and suitable as those terms are defined by COAH Rules; and

WHEREAS, the Parties desire to set forth herein, the terms and conditions of such a Developer Agreement, between the Parties.

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions contained herein, it is mutually agreed by and between the Parties as follows:

I. DEVELOPER OBLIGATIONS

1. The Proposed Development shall consist of: 384 units with a 15% affordable set-aside for a total of no less than 58 affordable rental units of which 35 shall be very low income units as defined in the New Jersey Fair Housing Act (N.J.S.A. 52:27D-301 et seq.).

2. No more than 27 of the market-rate units shall be 3-bedroom units and the remainder of the market-rate units shall be comprised of 1- or 2-bedroom units.

3. The Developer shall at all times comply with and abide by all COAH/UHAC Rules and regulations in connection with the proposed development and in the performance of this Agreement, including but not limited to, pricing, bedroom mix, low/moderate income split, affirmative marketing, and the assignment of a COAH-qualified Administrative Agent.

3. The Developer shall record a deed restriction which shall maintain the affordability of the affordable housing units within the proposed development as described herein in a form substantially similar to the form in Appendix E of N.J.A.C. 5:80-26.1 et. seq.. The Developer shall provide the Township with proof of recordation of said deed restriction. Said deed restriction shall be recorded by the Developer as required by applicable COAH/UHAC rules. The Parties agree that all affordable

housing units shall be deed restricted for affordable occupancy for 30 years commencing on the occupancy of the first affordable unit by a certified household in accordance with NJAC 5:80-26.1 et. seq. and terminating on the 30th anniversary of said date. Upon termination of the restriction period, the Township will take any and all necessary steps to release the affordable housing units from the applicable affordability control requirements of the UHAC Regulations including the adoption of the ordinances required pursuant to NJAC 5:80-26.11.

4. The Developer may choose the Administrative Agent for the Proposed Development or may use the Township's Administrative Agent. The Developer shall be solely responsible for all payments required for the services of the Administrative Agent. The Administrative Agent shall be COAH-qualified, shall be approved by the Township, and shall perform all duties and responsibilities of an administrative agent as set forth in the COAH Rules and UHAC, including those set forth in N.J.A.C. 5:80-26.14, 16 and 18 thereof, which duties and responsibilities include, but are not limited to: affordability controls; affirmative marketing; household certification; communication and education; and enforcement. If the Developer chooses the Administrative Agent, the Developer shall provide the Township with prior written notice of its intent to change the Administrative Agent. Such change shall be subject to Township consent which consent shall not be unreasonably withheld.

II. TOWNSHIP OBLIGATIONS

1. In accordance with N.J.A.C 5:96-6.3(e), within 45 days of the grant of substantive certification, the Township shall adopt an ordinance amending Township Chapter 112, Land Development, that would allow the development specified herein.

2. The Township shall review subsequent development application(s) for the development specified herein in accordance with the requirements of the Municipal Law Use Law and Chapter 112, Land Development.

III. GENERAL CONDITIONS

1. Nothing herein shall be construed to prevent the Developer from assigning or transferring or selling the Property to any third party under such terms and conditions as the Developer, in its sole discretion, shall deem appropriate. However, prior to any assignment, transfer or sale of the Property, or any part thereof, the Developer shall provide the Township notice atleast two (2) weeks prior to such

assignment. Further, nothing herein shall be construed to operate as a release of the heirs, successors or assigns, as applicable, from the obligations and the requirements contained in this Agreement in the event of an assignment.

2. Any Planning Board approval shall be subject to full compliance with this Agreement as an essential and nonseverable condition of the approval.

3. 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 subject 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.

4. This Agreement shall be recorded by the Developer and the continuing obligations contained in this Agreement shall be included in a Declaration of Covenants and Restrictions, to be filed by the Developer in the Somerset County Clerk's Office with such obligations to run with the land.

5. All notices shall be served by Certified Mail, return receipt requested and regular mail upon the Parties at the addresses shown below, and copies of all notices shall be delivered to the Parties' attorneys via regular mail.

To the Township:

Township of Franklin
475 DeMott Lane
Somerset, New Jersey 08873-6704
Attention: Township Manager

Copy to: Leslie G. London, Esq.
Township Attorney
McManimon & Scotland, LLC
1037 Raymond Boulevard, Suite 400
Newark, New Jersey 07102

To Developer:

Copy to: Somerset Grand, LLC
Laduree Corporate Office
405 Cedar Lane
Teaneck, NJ 07666

III. DEFAULT

A default shall occur if the Developer fails to abide by any material term of this Agreement. Upon such default by the Developer, the Township shall be entitled to all rights and remedies provided by law. All remedies available to the Township in the event of default are cumulative.

IV. MISCELLANEOUS

1. If any section of this Agreement shall for any reason be adjudged by a court to be invalid, such judgment shall not affect the remaining sections of this Agreement. The provisions of this Agreement are intended to be severable.

2. This Agreement shall be binding upon the successors and assigns of the Parties signing it.

In Witness Whereof, the Parties have executed this Agreement on the day written at the top of the first page.

TOWNSHIP OF FRANKLIN

by: Brian D. Levine
Brian Levine, MAYOR

ATTEST

by: Ann Marie McCarthy
Ann Marie McCarthy, CLERK

Somerset Grand, LLC

by: Alan G. Litt
Alan G. Litt, Managing Member

ATTEST

by: _____

STATE OF NEW JERSEY :

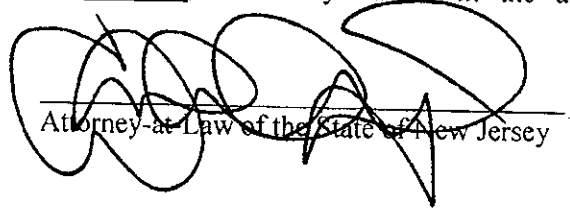
: SS:

COUNTY OF BERGEN :

I CERTIFY that on JUNE 16, 2010,
ALAN LITT personally came before
me and acknowledged under oath, to my satisfaction, that this person (or if more than one, each
person):

(a) is named in and personally signed this document; and

- (b) signed, sealed and delivered this document as his or her act and deed and as the Act and Deed of SOMERSET GRAND, LLC the entity named in the attached document.



Attorney-at-Law of the State of New Jersey

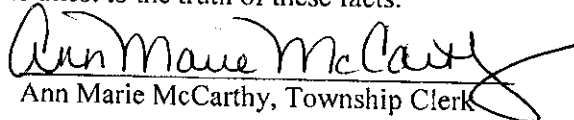
STATE OF NEW JERSEY :

: SS:

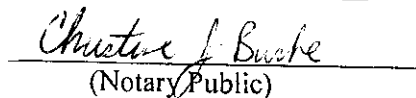
COUNTY OF :

I CERTIFY that on June 16, 2010, Ann Marie McCarthy personally came before me and acknowledged under oath, to my satisfaction, that this person (or if more than one, each person):

- (a) this person is the Clerk of the Township of Franklin, the municipal corporation named in this document.
- (b) this person is the attending witness to the signing of this document by Brian D. Levine, the proper corporate officer who is 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 dated June 10, 2010;
- (d) this person knows the proper seal of the municipal corporation which was affixed to this document; and
- (e) this person signed this proof to attest to the truth of these facts.


Ann Marie McCarthy, Township Clerk

Sworn and Subscribed to before me
this 16th day of June, 2010.



(Notary Public)

CHRISTINE JEAN BURKE
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES AUGUST 24, 2010

RECORD AND RETURN TO:

As requested, the revised implementation schedule for Pennrose is provided below:

Development Process Action	Date Anticipated to Begin	Date Anticipated to be Completed	Date Supporting Documentation to be Submitted to COAH
Site Identification		12/31/08	12/31/08
Development Approvals	1/1/11	5/1/11	5/2/11
Contractor Selection	6/1/11	7/1/11	7/2/11
Building Permits	8/1/11	10/1/11	10/2/11
Occupancy	8/1/12	12/1/12	12/2/12