

## SURENIAN, EDWARDS, BUZAK & NOLAN LLC

Jeffrey R. Surenian, Esq. ▲  
Email - JRS@Surenian.com

Michael J. Edwards, Esq. ►  
Email - MJE@Surenian.com

Edward J. Buzak, Esq. ▼  
Email - EJB@Surenian.com

Erik C. Nolan, Esq.  
Email - EN@Surenian.com

*Of Counsel:*

Michael C. Borneo, Esq. ◀  
Email - MCB@Surenian.com

*Also admitted:*

◀ CA ▼ DC ▲ PA ■ MA ► NY

A Limited Liability Company  
Counselors at Law

311 Broadway, Suite A  
Point Pleasant Beach, New Jersey 08742

Phone: (732) 612-3100

Fax: (732) 612-3101

www.Surenian.com

**North Jersey location:**

150 River Road, Suite N-4

Montville, NJ 07045

Phone: (973) 335-0600

Fax: (973) 335-1145

Keli L. Gallo, Esq. ►  
Email - KLG@Surenian.com

Susan L. Crawford, Esq. ▲■  
Email - SLC@Surenian.com

Nancy L. Holm, Esq. ▲  
Email - NLH@Surenian.com

Jacquelin P. Gioioso, Esq.  
Email - JPG@Surenian.com

William E. Olson, Esq.  
Email - WEO@Surenian.com

March 11, 2026

**VIA ECOURTS**

**Honorable William G. Mennen, J.S.C.**

Somerset County Superior Court

20 North Bridge Street

Somerville, New Jersey 08876

**RE: In the Matter of the Application of the Borough of Far Hills**  
**Docket No.: SOM-171-25**

Dear Judge Mennen:

On behalf of the Borough of Far Hills (“Borough” or “far Hills”), please be advised as follows. In December of 2025, the Borough and Fair Share Housing Center (“FSHC”) entered into a Mediation Agreement. See Exhibit 1. On November 6, 2025, the New Jersey Housing and Mortgage Finance Agency (HMFA) adopted regulations covering a wide array of affordable housing matters including extension of controls. In an effort to be responsive to the new regulations, the Far Hills Planning Board adopted an Amendment to its Housing Element and Fair Share Plan showing how the Borough would implement this component of its plan. See Exhibit 2.

The Borough adopted the following ordinances to implement the Housing Element and Fair Share Plan as amended:

1. 2026-01 An Ordinance Amending an Ordinance Entitled "The Land Management Ordinance of the Borough of Far Hills" Adopted December 28, 1989, Adopting General Provisions for Round Four Affordable Housing Compliance Including Provisions Pertaining to the Administration, Monitoring and Construction Of Affordable Housing, Development Fee Collections and Administration, Accessory Apartment Program Provisions, and Various Other Provisions to Conform to Updated Uniform Housing Affordability Controls (N.J.A.C. 5:80-26.1 Et Seq.) and 2024 Fair Housing Act Amendments (P.L. 2024, C.2), and Repealing Outdated Ordinances Pertaining to Affordable Housing Compliance, adopted March 9, 2026. See Exhibit 3. This is the

extensive ordinance the Borough adopted to establish standards for all affordable projects. The New Jersey Housing and Mortgage Finance Agency (HMFA) adopted the regulations that are the basis for this ordinance on November 6, 2025 and those regulations only became available to the public on December 15, 2025, Although the Borough used a prototype that had become available as a base for the existing ordinance, it has not had sufficient time to thoroughly review the extensive and complex ordinance as much as would be reasonable. Therefore, the Borough reserves the right to make additional changes after a more thorough review.

To implement the Amended Plan and Mediation Agreement with FSHC, the Borough also adopted the following resolutions:

1. Resolution 26-018- Personnel Appointments, adopted January 5, 2026. This Resolution Appoints Dorothy Hicks as Administrative Agent and Municipal Housing Liaison for the Borough. See Exhibit 4.
2. Resolution 26-060 – Endorsement of an Amendment to Housing Element and Fair Share Plan Adopted by the Planning Board, adopted March 9, 2026. See Exhibit 5 (the attachment is the same amendment found in Exhibit 2).
3. Resolution 26-061 – Authorizing an Intent to Bond to Fully Fund the Housing Element and Fair Share Plan, adopted March 9, 2026. See Exhibit 6.
4. Resolution 26-062 – Authorizing Adoption of Affirmative Marketing Plan, adopted March 9, 2026. See Exhibit 7.
5. Resolution 26-063 – Authorizing Affordable Housing Administration Manuals, adopted March 9, 2026. See Exhibit 8.
6. Resolution 26-064 – Authorizing and Update to the Affordable Housing Spending Plan, adopted March 9, 2026. See Exhibit 9.
7. Resolution 26-065 – Authorizing the Extension of Affordable Housing Restrictions on 25 Affordable Housing Units – Polo Club, adopted March 9, 2026. See Exhibit 10.

We need to bring one point to the Court's attention. While the Program judge has recommended approval of the Borough's Housing Element and Fair Share Plan as amended, he also stated that this Court should schedule a "HEFSP Compliance Hearing (or deemed necessary by the court a Fairness and/or Compliance Hearing) to consider approval of the Borough's Amended HEFSP and the issuance of a Certification of Compliance and Repose". See paragraph (d) on page 5 of the Program Settlement Recommendation of Judge Stephan C. Hansbury, J.S.C, Ret., dated February 5, 2026. We have no objection to the Court confirming that we have done what we agreed to do in our Mediation Agreement. However, we question whether a hearing is really necessary. We

certainly do object to any fairness or compliance hearing. The Fair Housing Act, as amended (“hereinafter FHA II”) does not authorize this court to conduct such a hearing.

Moreover, even if the Court had the power to require such a hearing, we respectfully suggest that doing so undermines the FHA II. Through this legislation, the Legislature made clear that it believed that Mount Laurel proceeding takes too long to complete and cost too much. Consequently, it sought to impose objective, statewide standards designed to operate “**more expeditiously**” and “**at a lower cost to all parties.**” N.J.S.A. 52:27D-302(n) (emphasis added). By designing a streamlined process, the Legislature sought to focus finite public resources on implementing approved plans instead of on wasteful litigation. Furthermore, the last thing that the over 400 municipalities expected when they accepted the Legislature’s invitation to participate in the new process was that the expensive and demanding process that culminated in the favorable recommendation of the program judge would merely be step 1 in an even lengthier and costlier process. Such a lengthier and costlier process could easily ensue if the Court conducts a fairness and/or compliance hearing and requires the notice required by law for such a hearing. While we could argue this point extensively, for now, we just wanted to make our position on that issue clear.

In any event, we look forward to addressing any concerns the Court may have once it reviews this package of documents. Thank you for your attention to this matter.

Respectfully submitted,

*Jeffrey R. Surenian*

Jeffrey R. Surenian

cc: All attorneys of record (*via ecourts*)

# Exhibit 1

## SURENIAN, EDWARDS, BUZAK & NOLAN LLC

Jeffrey R. Surenian, Esq. ▲  
Email - JRS@Surenian.com

Michael J. Edwards, Esq. ►  
Email - MJE@Surenian.com

Edward J. Buzak, Esq. ▼  
Email - EJB@Surenian.com

Erik C. Nolan, Esq.  
Email - EN@Surenian.com

*Of Counsel:*

Michael C. Borneo, Esq. ◀  
Email - MCB@Surenian.com

*Also admitted:*

◀ CA ▼ DC ▲ PA ■ MA ► NY

A Limited Liability Company  
Counselors at Law

311 Broadway, Suite A  
Point Pleasant Beach, New Jersey 08742

Phone: (732) 612-3100

Fax: (732) 612-3101

www.Surenian.com

**North Jersey location:**

150 River Road, Suite N-4

Montville, NJ 07045

Phone: (973) 335-0600

Fax: (973) 335-1145

Keli L. Gallo, Esq. ►  
Email - KLG@Surenian.com

Susan L. Crawford, Esq. ▲■  
Email - SLC@Surenian.com

Nancy L. Holm, Esq. ▲  
Email - NLH@Surenian.com

Jacquelin P. Gioioso, Esq.  
Email - JPG@Surenian.com

William E. Olson, Esq.  
Email - WEO@Surenian.com

December 5, 2025

**VIA ECOURTS**

**Honorable Stephan C. Hansbury, A.J.S.C (ret.),**

Affordable Housing Dispute Resolution Program

Richard J. Hughes Justice Complex

25 Market Street, P.O. Box 37

Trenton, NJ 08625

**RE: In the Matter of the Application of the Borough of Far Hills**  
**Docket No.: SOM-171-25**

Dear Judge Hansbury:

Enclosed please find a Mediation Agreement with exhibits that has been duly executed on behalf of the Borough of Far Hills and Fair Share Housing Center. On December 2, 2025, I provided the fully executed agreement to Stephen R. Cantanzaro Esq., counsel for Generoso J. Romano, CPA, Trustee of the Marianne R. Diassi Revocable Trust after Mr. Bauers signed for FSHC.

Respectfully submitted,

*Jeffrey R. Surenian*

Jeffrey R. Surenian

cc: All attorneys of record (*via ecourts*)  
Dorothy Hicks, Borough Clerk (*via email*)  
David J. Banisch, PP/AICP (*via email*)  
James T. Kyle, PP/AICP, Special Adjudicator (*via email*)  
Stephen R. Cantanzaro Esq (*via email*)



**BOROUGH OF FAR HILLS  
RESOLUTION 25-190  
AUTHORIZING THE EXECUTION OF A FOURTH ROUND  
MEDIATION AGREEMENT BETWEEN THE BOROUGH OF FAR HILLS  
AND FAIR SHARE HOUSING CENTER, INC.**

**WHEREAS**, the Borough of Far Hills (“Borough” or “Far Hills”) filed a Declaratory Judgment action and has been participating in the Affordable Housing Dispute Resolution Program (“Program”) pursuant to the Fair Housing Act, N.J.S.A. 52:27D-301 et seq.; and

**WHEREAS**, the Borough and Fair Share Housing Center (“FSHC”) have engaged in mediation before the Program to resolve FSHC’s concerns with the Fourth Round Housing Element and Fair Share Plan the Borough filed with the Program; and

**WHEREAS**, the Borough and FSHC have negotiated a Mediation Agreement setting forth the terms of settlement and outlining the Borough’s Fourth Round compliance mechanisms, including municipally sponsored developments, extension of affordability controls, and other implementation requirements; and

**WHEREAS**, the attached Mediation Agreement resolves the issues that FSHC had with the Borough’s Housing Element and Fair Share Plan and facilitates the next step in the process: securing a recommendation from the Program Judge to recommend that the Borough be given a compliance certification; and

**WHEREAS**, the Mayor and Borough Council find that execution of the Mediation Agreement is in the best interests of the Borough and will advance compliance with the Fourth Round affordable housing obligations.

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Borough Council of the Borough of Far Hills, County of Somerset, State of New Jersey, that:

1. The Mayor is hereby authorized and directed to execute the Mediation Agreement before the Affordable Housing Dispute Resolution Program, a copy of which is attached hereto and incorporated herein by reference as **Exhibit A**.
2. Affordable Housing Counsel, the Borough Planner, and other necessary Borough professionals are authorized to seek a recommendation by the Program Judge to the county level judge to issue a certification of compliance.
3. Affordable Housing Counsel is authorized to make de minimis changes to the Mediation Agreement, if necessary, and to take any and all steps required to effectuate the intent and implementation of the Agreement.
4. This Resolution shall take effect immediately.

I certify this is a true and exact copy  
of a resolution adopted by the  
Far Hills Borough Council on 11/24/2025.

  
Dorothy S. Hicks, Borough Administrator/Clerk

# EXHIBIT A

MEDIATION AGREEMENT BEFORE THE AFFORDABLE HOUSING DISPUTE  
RESOLUTION PROGRAM

In the Matter of the Application of the Borough of Far Hills, County of Somerset,  
Docket No. SOM-L-171-25

**WHEREAS**, the Borough of Far Hills (the “Borough” or “Far Hills” or “municipality”) having filed a resolution of participation in the Affordable Housing Dispute Resolution Program (the “Program”) and a declaratory judgment action pursuant to N.J.S.A. 52:27D-301 et. seq. (the “Fair Housing Act” or “FHA”) on January 30, 2025; and

**WHEREAS**, the Court having entered an order on March 26, 2025 setting the Borough’s Fourth Round fair share obligations as a Present Need of 0 units and a Prospective Need of 41 units, which no party appealed, and ordering the Borough to file a Housing Element and Fair Share Plan (“HEFSP”) by June 30, 2025; and

**WHEREAS**, the Borough having filed its HEFSP on June 6, 2025 (“Adopted HEFSP”);  
and

**WHEREAS**, Fair Share Housing Center (“FSHC”) and Generoso J. Romano, CPA, Trustee of the Marianne R. Diassi Revocable Trust (“Diassi”) collectively referred to as (“Objectors”) having filed challenges to the Adopted HEFSP in August 2025 pursuant to N.J.S.A. 52:27D-304.1(f)(2)(b); and

**WHEREAS**, no other interested party having filed a challenge or any other communication; and

**WHEREAS**, the Borough and FSHC having agreed to amicably resolve the issues set forth in its challenge through this mediation agreement and present this agreement for review by the Program and referral to the county-level judge pursuant to N.J.S.A. 52:27D-304.1(f)(2)(b) and

Administrative Directive #14-24, which if approved will result in a compliance certification for the Borough for the Fourth Round.

**THEREFORE**, the Borough and FSHC agree as follows:

**Fair Share Obligations**

1. The Borough’s Present Need or Rehabilitation Obligation is 0; the Borough’s Prior Round Obligation (1987-1999) is 38; the Borough’s Third Round Obligation (1999-2025) is 76; and the Borough’s Fourth Round Prospective Need (2025-2035) is 41.

**Satisfaction of Fair Share Obligations**

2. The Borough satisfied its Prior Round Obligation of 38 as follows:

Units	Project
8	Polo Club for sale family units (Sunnybranch Road)
6	Dumont Road Age-restricted apartments (25 Dumont Road)
5	8-10 Peapack Road (Hotz) family rental apartments
5	Inclusionary family rental apartments (Melillo, now Pulte, 220 Route 202)
4	Inclusionary age-restricted rental apartments (Melillo, now Pulte, 220 Route 202)
10	Bonus
38	

- Units completed in the table above: 8-units Polo Club, 6-units 25 Dumont Road, 5-units 8-10 Peapack (Hotz apartments).
- Units under construction in the table above: Inclusionary: 4-units age-restricted & 5-units family rental (220 Route 202, Melillo, now Pulte)

[Housing Element and Fair Share Plan at 2]

3. The Borough satisfied its 76 Third Round Obligation as follows:

Units	Project
17	Polo Club for sale family units (Sunnybranch Road)
8	Matheny Group Homes (Peapack Road, two 4-bedroom units)
2	46 Peapack Road (Hotz) family rental apartments
20	Inclusionary family rental apartments (Melillo, now Pulte, 220 Route 202)
10	Accessory Apartments
19	Bonus
76	

- Units Completed: Polo Club (Sunnybranch Road), Matheny (Peapack Road), 46 Peapack Road (Hotz)
- Units under construction in the table above: Inclusionary family rental units (220 Route 202, Melillo, now Pulte, aka “Kimbolton”)

Units not completed: Accessory Apartments

4. The Borough shall satisfy its Fourth Round Obligation with the following mechanisms:

NAME/SITE	TYPE	UNITS	BONUS	TOTAL
Wheatsworth Properties Urban Renewal, LLC 63 Peapack Road	Very low income special needs, disabled age-restricted	8	3 (Municipally sponsored)	11
Wheatsworth Properties Urban Renewal, LLC. 61 Route 202 (RR Sta.)	Very low-income disabled veterans, family rental	6	6 (Municipally sponsored)	12
William Hotz Development Group, LLC 12 Peapack Road	Two unit, family rental	2	1 (Municipally sponsored)	3
Polo Club Ashington Club Road	Extension of Controls	25		25
		41	10	51

#### **Municipally-sponsored developments:**

#### **5. The Standard**

The Borough has proposed to address its Fourth Round obligations, in part, with three (3) municipally-sponsored / 100% affordable developments. In accordance with N.J.A.C. 5:93-5.5 the

Borough must demonstrate that it has (i) site control, (ii) an administrative mechanism, (iii) evidence of an adequate and stable funding source to construct the development, and (iv) a construction schedule demonstrating construction shall commence within two (2) years of the county-level judge's approval of the plan. The Borough addresses these requirements on the three sites as set forth in paragraphs 6, 7 and 8 below.

**6. 63 Peapack Road (Block 16, Lot 2)**

The parties agree that Far Hills shall address a portion of its Fourth Round obligation with an eight (8) unit supportive and special needs development. The Borough has demonstrated compliance with the above requirements via the executed agreement that is attached to the Housing Element and Fair Share Plan and incorporated herein by reference, the rezoning ordinance attached hereto as Exhibit A, and the letter committing funding for the project which is attached hereto as Exhibit B.

**7. 61 U.S. Route 202 (Block 15, Lot 7)**

The parties agree that Far Hills shall address a portion of its Fourth Round obligation with a six (6) unit family rental development. The Borough has demonstrated compliance with the above requirements as follows:

- a. A proforma for the disabled Veterans Family Rental Project, a resolution of intent to bond, a deed receiving the property and a deed conveying a portion of that property, a concept plan and a schedule for the development of this project is attached hereto as Exhibit C.
- b. The parties acknowledge that the site used for this project may be the location identified in the Housing Element and Fair Share Plan or a similar sized location within 100 yards

of the site included in the plan. The Borough will confirm the specific location for this development by March 15, 2026.

- c. Ordinance 2025-09 previously adopted to rezone 61 US 202 for inclusionary development consistent herewith is attached hereto as Exhibit D.
- d. Wheatsworth Properties Urban Renewal, LLC will serve as the administrative assistant for the project.

In the unlikely event an agreement is not consummated to develop the property by January 1, 2026, the Borough shall issue an RFP to develop the subject property with construction commencing within two years of the issuance of a certificate of compliance and shall vigorously pursue facilitating the development of the site

#### **8. 12 Peapack Road**

The parties agree that the Borough shall address a portion of its Fourth Round obligation with two (2) family rental units in this development. The Borough shall comply with the above requirements as follows:

- a. A proforma for the 2-unit project, a resolution of intent to bond, a concept plan, a schedule for the development of this project, Ordinance 2025-09 (rezoning the subject property); and Ordinance 2025-11 (providing funding for this inclusionary project) is attached hereto as Exhibit E.
- b. Piazza and Associates, Inc. will serve as the administrative agent for the project and shall be overseen by the Borough's Administrative Agent.

#### **Extension of Controls on Polo Club Units**

- 9. The 25 affordable units in the Polo Club were initially sold prior to June 30, 1995 with a forty (40) year deed restriction that would result in the restrictions expiring in 2034 and 2035, but

prior to June 30, 2035. The original control period for units was set at forty (40) years and would therefore expire in 2034 and 2035, but prior to June 30, 2035. A copy of the 25 deeds with a restriction ending before June 30, 2025 is attached hereto as Exhibit F. Currently, six units are still held by the original buyers and the remaining 19 units were resold at least once since the initial sale and restriction of the units in 1994 and 1995. A copy of the deed of the current owners of the units is attached hereto as Exhibit G.

- a. As to the six units still held by the original purchaser, the Borough has already adopted a resolution and an amendment to the resolution extending the deed restriction on the units and will inform the households of the Borough's extension of the control on each of the six units for 20 years from the expiration of the initial 40 year restriction. See Exhibit H (containing initial resolution extending restriction and amendment to resolution, which may be further amended). The Borough will inform each of the six households at least six months before the expiration of the initial 40 year restriction.
- b. As to the 19 units that were resold since the initial purchase at least once, the Borough has already adopted a resolution extending the deed restriction on these units as well and shall notify each of the 19 households occupying the unit of the Borough's extension of the control for 20 years from the expiration of the initial 40 year restriction. See Exhibit H (containing initial resolution extending restriction and amendment to resolution, which may be further amended). The Borough will inform each of the 19 households at least six months before the expiration of the initial 40 year restriction.
- c. The deeds of the six units that have never been resold obligate the purchaser to maintain the units, thereby entitling the Borough to take appropriate steps to enforce the requirement. See Exhibit F. Accordingly, the Borough will inspect the units prior to the

expiration of the initial 40 year restriction period to identify any conditions or deficiencies that must be corrected to meet the NJ State Housing Code (N.J.A.C. 5:28) and offer to fund the cost of any health or safety repairs and otherwise help the owner bring their unit up to code, if any code deficiencies are found to exist, provided that the owner bear responsibility for contracting with a professional to complete the work. The Borough, at its expense, would then reimburse the owner for all reasonable expenses necessary to make sure the units are safe and habitable. If a homeowner cannot afford to pay upfront and wait for reimbursement, the Borough will pay the full cost of all reasonable expenses necessary to meet the NJ State Housing Code (N.J.A.C. 5:28).

- d. For the remaining 19 units, the Borough shall offer the owner of the unit of the Borough's desire to inspect the unit at least six months prior to the expiration of the initial 40 year restriction to identify any conditions or deficiencies that must be corrected to meet the NJ State Housing Code (N.J.A.C. 5:28). The Borough shall offer to fund the cost of the necessary improvements (if any code deficiencies are found to exist), provided that the owner bear responsibility for contracting with a professional to complete the work. The Borough would then reimburse the owner for all reasonable expenses. If a homeowner cannot afford to pay upfront and wait for reimbursement, the Borough will pay the full cost of all reasonable expenses necessary to meet the NJ State Housing Code (N.J.A.C. 5:28).

#### **Unit Type and Income Distribution Requirements**

10. The Borough and FSHC agree that the Borough's HEFSP as described in Paragraphs 1-4 meet the requirements for compliance with the law in P.L. 2024, c. 2. The Borough shall maintain compliance with Fourth Round rules and regulations, with the following specifically noted:

- a. Age Restricted Cap. The Borough agrees that it shall not exceed the age-restricted cap found in N.J.S.A. 52:27D-311(l), which requires age-restricted units to be limited to no more than 30 percent of the overall Fourth Round affordable housing units that address the Fourth Round Prospective Need obligation exclusive of any bonus credits.
- b. Family units. Pursuant to N.J.S.A. 52:27D-311(l), the municipality shall satisfy a minimum of 50 percent of the actual affordable housing units, exclusive of any bonus credits created to address its Fourth Round Prospective Need affordable housing obligation through the creation of housing available to families with children and otherwise in compliance with the requirements and controls established pursuant to section 21 of P.L.1985, c.222 (C.52:27D-321).
- c. Rental and family rental units. Pursuant to N.J.S.A. 52:27D-311(l), at least 25 percent of the actual affordable housing units, exclusive of any bonus credits, created to address its Prospective Need affordable housing obligation shall be addressed through rental housing, including at least half as available to families with children.
- d. Very Low-Income Units. Pursuant to N.J.S.A. 52:27D-329.1, thirteen percent (13%) of all affordable units referenced in this Agreement addressing the municipality's Prospective Need obligation shall be very-low-income units for households earning thirty percent (30%) or less of the median income, with half of the very low-income units being available to families.
- e. All new construction units shall comply with P.L.2005, c.350 (N.J.S.A. 52:27D-311a and -311b) and all other applicable law.
- f. All Prior Round and Third Round compliance shall continue to meet the applicable percentages and standards for bonuses, family and senior housing, rental and family

rental, very low-income units, and adaptability set forth in any prior settlement agreement between FSHC and the municipality, statutory requirements, and the Prior Round and Third Round regulations.

11. In all developments that produce affordable housing, the Borough and FSHC agree that, unless varied by a prior order of the trial court, the following terms shall apply:

- a. All of the affordable units shall fully comply with the Uniform Housing Affordability Controls, N.J.A.C. 5:80-26.1, et seq. (“UHAC”) as applicable, including but not limited to the required bedroom and income distribution, length of affordability controls, and phasing of affordable units.
- b. This agreement is not intended to retroactively change any rights or obligations with respect to any prior agreements, judgments, or grant of substantive certification.
- c. The Borough agrees to review its Affordable Housing Ordinance and other ordinances to ensure that it complies with the most up to date requirements of UHAC and revise those ordinances accordingly as part of its Fourth Round HEFSP and implementing ordinances; revise them to comply with the new regulations and adopt same. Until such time as the Borough amends its existing ordinances to comply with the new UHAC regulations, the current ordinances of the Borough shall apply.
- d. The parties acknowledge that the New Jersey Housing and Mortgage Agency adopted new regulations on November 6, 2025 updating the Uniform Housing Affordability Controls (U.H.A.C.) regulations. The Borough shall adopt an ordinance requiring all affordable housing developments in its HEFSP in Round 4 to comply with applicable U.H.A.C. affordability and bedroom mix requirements including that fifty percent (50%) of the affordable units within each bedroom distribution shall be required to be for low income households earning fifty percent (50%) or less of median income, including thirteen percent (13%) of the affordable units within each bedroom distribution shall be required to be for very low income households earning thirty percent (30%) or less of median income.

**Process for Approval and Implementation**

12. Pursuant to N.J.S.A. 52:27D-304.1(f)(2)(b) and Administrative Directive #14-24, the municipality and FSHC recognize that the Program and/or county level housing judge will review this agreement and the resulting HEFSP and implementing ordinances and resolutions for compliance with the Fair Housing Act and shall accept its contents prior to issuing a compliance certification, as follows:

- a. The municipality and FSHC shall present this mediation agreement to the Program member for review upon full execution by both parties.
- b. The Program member shall review the agreement and if satisfied with compliance with the Fair Housing Act shall refer this matter to the county level judge for review and entry of certification of compliance, conditioned on adoption of all implementing ordinances and resolutions.
- c. The municipality shall adopt all implementing ordinances and resolutions no later than March 15, 2026, including but not limited to the outstanding items identified in the next paragraph. No later than 48 hours after adoption or March 15, 2026, whichever is sooner, the Borough shall file the information required by Paragraph 18 and any other adopted ordinances and resolutions on eCourts, or as such time granted by a court of competent jurisdiction.
- d. No later than April 15, 2026, the Borough and FSHC shall provide via filing on eCourts, a form of consent order granting final compliance certification for the Court's review subject to any conditions the Court deems appropriate that do not violate the rights created by this agreement.
- e. Both parties agree to implement the terms of this Agreement. If the Program, county level housing judge, or any appellate court rejects this Agreement, the Parties reserve their right to rescind any action taken in anticipation of the Program's approval and return to status quo ante. All parties shall have an obligation to fulfill the intent and purpose of this Agreement, unless to do so would be inconsistent with the final, unappealable adjudication of any Program or court ruling or judgment. The terms of this Agreement may be enforced through an enforcement motion in this declaratory judgment or a separate action before the Program or the Superior Court, Law Division.

13. The Borough has adopted a resolution appointing the Municipal Housing Liaison and Administrative Agent. See Exhibit I. While each of the developers shall have their own administrative agents for their projects, all shall be overseen and subject to direction by the Borough's administrative agent or his designee.
14. The Borough and FSHC agree that the following conditions remain to be met prior to March 15, 2026 as conditions of compliance certification, and that the Borough shall provide these documents to FSHC in draft form prior to January 1, 2026:
  - a. The Borough will provide a fully executed agreement regarding 12 Peapack Road consistent herewith by January 1, 2026
  - b. The Borough will provide a fully executed agreement regarding 61 US Route 202 consistent herewith by January 1, 2026.
  - c. The Borough will adopt a Fourth Round Spending Plan in accordance with P.L. 2024, c. 2 and the forthcoming regulations at N.J.A.C. 5:99 and shall continue to rely on the Spending Plan previously approved until such time as a new Spending Plan is adopted and approved.
  - d. In the event the DCA or HMFA adopts regulations that require changes to the development fee ordinances previously approved, the Borough shall amend its development fee ordinances accordingly. Until such time as the development fee ordinance is amended, the Borough shall continue to have the right to impose and collect development fees in accordance with the development fee ordinance previously approved.
15. Acknowledgement of statutory rights: Nothing herein is intended to deny the Borough its statutory right to spend up to 20 percent of its fund on actions and efforts reasonably related to the determination of its fair share obligation and the development of its housing element and fair share plan pursuant to paragraphs (1) and (2) of subsection f. of section 3 of P.L.2024, c. 2 (C.52:27D-304.1), and for expenses that are reasonably necessary for compliance with the processes of the program, including, but not limited to, the costs to the municipality of resolving a challenge under the program. N.J.S.A 52:27D-329.1 (6) c. (5)

16. The Borough's Compliance Certification shall be subject to required ongoing monitoring as required by the statute, including N.J.S.A. 52:27D-329.2, -329.4, -313 and N.J.S.A.40:55D-8.4.
17. This Agreement may be executed in counterparts, all of which together shall constitute the same agreement, and any exhibits or schedules attached hereto shall be hereby made a part of this Agreement. This Agreement shall not be modified, amended or altered in any way except by a writing signed by each of the Parties. Each party acknowledges that each has entered into this Agreement on its own volition without coercion or duress after consulting with its counsel, that each signatory is the proper person and possesses the authority to sign the Agreement, and that this Agreement was not drafted by any one of the Parties, but was drafted, negotiated and reviewed by all Parties, therefore, the presumption of resolving ambiguities against the drafter shall not apply. Unless otherwise specified, it is intended that the provisions of this Agreement are to be severable. The validity of any article, section, clause or provision of this Agreement shall not affect the validity of the remaining articles, sections, clauses or provisions hereof. If any section of this Agreement shall be adjudged by a court to be invalid, illegal, or unenforceable in any respect, such determination shall not affect the remaining sections. No member, official or employee of the municipality 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.
18. All notices required under this Agreement ("Notice[s]") shall be written and shall be served upon the respective Parties by certified mail, return receipt requested, or by a recognized overnight or by a personal carrier. In addition, where feasible (for example, transmittals of less than fifty pages) shall be served by facsimile or e-mail. All Notices shall be deemed received upon the date of delivery. Delivery shall be affected as follows, subject to change as to the person(s) to be notified and/or their respective addresses upon ten (10) days notice as provided herein:

**TO FSHC:** Josh Bauers, Esq.  
Fair Share Housing Center  
510 Park Boulevard  
Cherry Hill, NJ 08002  
Phone: (856) 665-5444  
Fax: (856) 663-8182  
E-mail: [joshbauers@fairsharehousing.org](mailto:joshbauers@fairsharehousing.org)

**TO THE BOROUGH:** Jeffrey R. Surenian, Esq.  
Surenian, Edwards, Buzak & Nolan LLC  
311 Broadway  
Point Pleasant Beach, NJ 08742  
Phone: (732) 612-3100  
E-mail: [JRS@surenian.com](mailto:JRS@surenian.com)

**WITH A COPY TO THE MUNICIPAL CLERK:** Dorothy S. Hicks, RMC  
Municipal Clerk – Borough of Far Hills  
6 Prospect Street  
Far Hills, NJ 07931  
Email: [dhicks@farhillsnj.org](mailto:dhicks@farhillsnj.org)

**BOROUGH OF FAR HILLS**



Mayor Kevin Welsh  
On Behalf of the Borough of Far Hills

Dated: November 24, 2025

**FAIR SHARE HOUSING CENTER**



Josh Bauers, Esq.  
On behalf of Fair Share Housing Center, Inc.

Dated: 12/2/25



# Exhibit A

EXPLANATION: This Ordinance amends the R-10 Affordable Housing Overlay (R-10 AHO) District overlay zone by rezoning 63 Peapack Road, Block 16, Lot 2, consisting of 4.95-acres from R-10 Low Density Residential Zone District to the R-10 Affordable Housing Overlay (AHO) Zone District for the purpose of constructing a portion of the Far Hills Borough affordable housing obligation.

**BOROUGH OF FAR HILLS  
ORDINANCE NO. 2025-05**

AN ORDINANCE AMENDING AND SUPPLEMENTING THE LAND MANAGEMENT ORDINANCE OF THE BOROUGH OF FAR HILLS TO REZONE BLOCK 16, LOT 2 FROM R-10 LOW DENSITY RESIDENTIAL ZONE DISTRICT TO THE R-10 AFFORDABLE HOUSING OVERLAY (R-10 AH0) ZONE DISTRICT FOR MUNICIPALLY-SPONSORED AFFORDABLE HOUSING DEVELOPMENT.

WHEREAS, the Borough of Far Hills owns Block 16, Lot 2, consisting of 4.95+/- acres which may be used for municipal purposes; and

WHEREAS, the Borough of Far Hills adopted Resolution 25-047 on January 21, 2025 in which the Borough of Far Hills committed to the DCA Round 4 Present Need Obligation of 0 units and the Round 4 Prospective Need Obligation of 41 subject to certain reservations for municipal adjustments authorized by law and regulation; and

WHEREAS, the Borough of Far Hills is desirous of facilitating opportunities to address its affordable housing obligations; and

WHEREAS, the Borough of Far Hills undertook a preliminary analysis of Block 16, Lot 2 to determine whether all or a portion of Block 16, Lot 2 could accommodate a portion of the Borough's affordable housing obligation; and

WHEREAS, a portion of Block 16, Lot 2 consisting of approximately .7 +/- acres has, as a result of the Borough's preliminary analysis of the parcel, been determined to possess sufficient upland free of environmental constraints and capable of supporting a multi-family development of approximately eight (8) attached units in a multi-family affordable housing development; and

WHEREAS, the Borough has identified a development partner to construct up to eight (8) attached multi-family affordable housing dwelling units on that portion of Block 16, Lot 2 consisting of approximately .7+/- acres determined to be suitable for development; and

WHEREAS, the Borough of Far Hills created the R-10 AHO District Zone in November of 2019 to accommodate affordable housing development on Block 8, Lots 1, 1.02 and 1.03 on Peapack Road situated adjacent to Block 16, Lot 2; and

WHEREAS, the R-10 AHO Zone District permits municipally-sponsored affordable rental housing that may be provided as single-family detached dwellings, two-family attached dwellings, multi-family attached dwellings, including group homes for developmentally disabled persons or the elderly; and

WHEREAS, the Borough of Far Hills contemplates the construction of municipally sponsored affordable housing on that .7+/- acre portion of Block 16, Lot 2;

**NOW, THEREFORE, BE IT ORDAINED** by the Mayor and Borough Council of the Borough of Far Hills, in the County of Somerset and State of New Jersey as follows:

**Section 1.** Section 602 of Article VII of the Land Management Ordinance of the Borough of Far Hills, entitled "Zoning Districts and Zoning Map" is hereby supplemented and amended to amend the Borough Zoning Map to include Block 16, Lot 2 in the R-10 AHO Zone District.

**Section 2.** If any article, section, subsection, sentence, clause or phrase of this Ordinance is, for any reason, held to be unconstitutional or invalid, such decision shall not affect the remaining portions of this Ordinance and they shall remain in full force and effect.

**Section 3.** In the event of any inconsistencies between the provisions of this Ordinance and any prior ordinance of the Borough of Far Hills, the provisions hereof shall be determined to govern, and the inconsistencies of the prior ordinance are hereby repealed. All other parts, portions and

provisions of the Ordinances of the Borough of Far Hills are hereby ratified and confirmed, except where inconsistent with the terms hereof.

**Section 4.** The Borough Clerk is directed to give notice at least ten days prior to a hearing on the adoption of this ordinance to the Somerset County Planning Board and to all other persons entitled thereto pursuant to N.J.S.A. 40:55D-15, and N.J.S.A. 40:55D-63 (if required).

**Section 5.** After introduction, the Borough Clerk is hereby directed to submit a copy of the within Ordinance to the Planning Board of the Borough of Far Hills for its review in accordance with N.J.S.A. 40:55D-26 and N.J.S.A. 40:55D-64. The Planning Board is directed to make and transmit to the Borough Council, within 35 days after referral, a report including identification of any provisions in the proposed ordinance which are inconsistent with the master plan and recommendations concerning any inconsistencies and any other matter as the Board deems appropriate.

**Section 6.** This Ordinance shall take effect immediately upon (1) adoption; (2) publication in accordance with the laws of the State of New Jersey; and (3) filing of the final form of adopted ordinance by the Clerk with (a) the Somerset County Planning Board pursuant to N.J.S.A. 40:55D-16, and (b) the Borough Tax Assessor as required by N.J.S.A. 40:49-2.1.

**Section 7.** This Ordinance shall take effect immediately upon final passage and publication according to law.

Introduced: April 14, 2025  
Published: April 18, 2025  
Adopted: May 12, 2025  
Published: May 16, 2025

ATTEST:

BOROUGH OF FAR HILLS

  
Dorothy S. Hicks, Borough Clerk

  
Kevin P. Welsh, Mayor

# Exhibit B



May 23, 2025

Wheatsworth Properties LLC and/or  
Wheatsworth Properties Urban Renewal LLC  
Attn: Luciano Bruni  
PO Box 853  
Franklin Lakes, NJ 07417

Dear Mr. Bruni:

We are pleased to advise you that BLUE FOUNDRY BANK ("Bank") has approved a mortgage loan in the principal amount of FIVE HUNDRED SEVENTY-FIVE THOUSAND 00/100 DOLLARS (\$575,000.00) ("Loan") to Wheatsworth Properties LLC and/or Wheatsworth Properties Urban Renewal LLC, a New Jersey limited liability company ("Borrower"). The Bank's approval of the Loan is subject to the following terms and conditions and such other requirements as the Bank or its attorney may specify. This letter's purpose is to provide an outline of a proposed loan transaction and is not meant to address all issues, requirements, and or conditions which will be fully addressed in the actual loan documentation. This conditional commitment to lend is not assignable or transferable.

1. **BORROWER:** Wheatsworth Properties LLC and/or Wheatsworth Properties Urban Renewal LLC a New Jersey limited liability company (sometimes referred to as "Mortgagor")
2. **AMOUNT:** FIVE HUNDRED SEVENTY-FIVE THOUSAND AND 00/100 DOLLARS (\$575,000.00) but in no event greater than 50% of the appraised value of the Mortgaged Property, as defined below.
3. **PURPOSE:** Development and Construction of Disabled Senior Housing located at the Mortgaged Property, as defined below.
4. **PROPERTY:** The "Mortgaged Property" consists of the real property and improvements thereon, designated as Lot 16 in Block 2 on the tax maps of the Borough of Far Hills, County of Somerset, and State of New Jersey, with a street address of 63 Peapack Road.
5. **TERM:** The Loan will be a ten-year loan with payments based on a thirty (30) year amortization schedule. There will be a balloon payment due on the maturity date.
6. **INTEREST RATE:** The interest rate during the first FIVE (5) year term is estimated to be fixed at 6.75%. Interest will be based on a 30/360 accrual method.

19 Park Avenue  
Rutherford, NJ 07070  
201-507-3200

[BlueFoundryBank.com](http://BlueFoundryBank.com)





The interest rate referenced in the above paragraph may change. The final interest rate will be set upon receipt of the executed Commitment Letter, at the greater of 6.75% ("Floor") or the then-current Five-Year US Treasury Rate plus a margin of 2.50% and rounded up to the nearest one-eighth of a percent (0.125%).

Commencing with the first day of the first full calendar month following the fifth anniversary of the closing of the Loan (the "Change Date") the interest rate will be adjusted by adding 2.50 percentage points (250 basis points) (the "Margin") to the Index (the "Adjusted Rate" and together with the Initial Rate, as applicable, the "Interest Rate"). For the purposes herein, the "Index" is described as the weekly average yield on United States Treasury Bond adjusted to a constant maturity of five (5) years, as of the date that is forty-five (45) days prior to Change Date, rounded up to the nearest one-eighth of one percent (0.00125). If the Index is no longer available, the Bank will select a new Index based on comparable information and provide Borrower with notice of such change. In no event will the Adjusted Interest Rate be less than 6.75% per annum (the "Minimum Rate").

The Interest Rate shall at all times be subject to the provisions of Default Rate, as set forth below in Section 19.

7. **MONTHLY PAYMENT:** The estimated initial monthly loan payment will be of principal and interest. This amount does not include any additional amounts that may be required for escrow items. In addition, the payment amount may also change at any succeeding Change Date, if applicable. This monthly payment will be made by automatic debit from the Borrower's operating account at the Bank.
- GUARANTORS:** Payment and performance of all obligations under the Mortgage and Note will be unconditionally jointly and severally guaranteed by the following individuals and, if applicable, the following additional entity guarantors pursuant to the terms of a Guarantee to be executed with the other Loan Documents. The Guarantee shall remain in effect so long as any sums due and payable under the Loan are unpaid. Borrower and the Guarantors acknowledge that this Guarantee is offered voluntarily to the Bank as an inducement for the Bank to approve the Loan.
8. **COLLATERAL:** The prompt payment and performance of all obligations under the Loan shall be secured by the following collateral ("Collateral") and/or other credit support:
- (A) a first priority mortgage lien on the Property; and
  - (B) a first priority security interest in and to all fixtures, and personal property of every nature presently or in the future attached to, or used on in connection with the Property, as further described in the Loan Documents, as perfected by the filing of a UCC-1 County/State fixture filing; and
  - (C) an absolute assignment of rents and leases subordinate to no prior such assignments.
9. **JUNIOR FINANCING:** The Borrower may have no additional financing besides the National Housing Trust Fund and Somerset County H.O.M.E. on the Mortgaged Property while the Loan remains in effect without obtaining the prior written consent of the Bank, which consent the Bank may grant or withhold in its sole discretion.



10. **DEPOSIT RELATIONSHIP:** Borrowing entity will be required to open and maintain the borrowing entity's primary operating account prior to closing. Within thirty (30) days after the closing date, any tenant security accounts related to the Mortgaged Property must be opened at or moved to the Bank for the term of the Loan and until the Loan is paid in full. Borrower and Guarantor(s) agree to collectively maintain unencumbered liquid assets in an amount equal to no less than 5% of the outstanding loan amount, on deposit with the Bank with right of setoff throughout the term of the proposed loan. Borrower further agrees that the monthly payments due on this obligation will be automatically debited from the operating account on a monthly basis and the Borrower will execute the Bank's automatic debit withdrawal form for this purpose. In the event the Borrower fails to adhere to these deposit requirements the Bank may increase the Note rate by 1.00% and the required monthly payments shall likewise increase based on this rate increase until such time as the Borrower is in compliance the relationship requirements as detailed above.
11. **PREPAYMENT PREMIUM:** Prepayment of the Loan is permitted at any time upon at least twenty (20) days' advance written notice and payment of all accrued interest on the amount being prepaid subject to the payment of the prepayment premium described below ("Prepayment Premium"). All prepayments shall be applied first to any outstanding charges or fees relating to the Loan, then to interest and then to principal. Borrower acknowledges that the Prepayment Premium provided for in this Commitment Letter is a material inducement for Bank to make the Loan, advance funds under the Note and offer the interest rate provided for in this Commitment Letter. Borrower further acknowledges and agrees that the Prepayment Premium shall be unconditionally due and payable if prepayment in full or in part is made before the expiration of the prepayment period, regardless of whether the prepayment occurs before or after the occurrence of an Event of Default, the acceleration of the Loan, or the institution of legal proceedings by Bank to collect on the debt.

The Loan will be subject to a Prepayment Premium based on five percent (5.0%) of the amount prepaid in year 1 of the Loan, four percent (4.0%) in year 2, three percent (3.0%) in year 3, two percent (2.0%) in year 4, and one percent (1.0%) in year 5. The Prepayment Premium will reset with rate change in years 6 through 10 at the prior schedule. The Prepayment Premium will be assessed on the prepaid amount of the Loan at the time the prepayment is made. Notwithstanding the foregoing, no Prepayment Premium shall apply in the event of any insurance proceeds or condemnation awards being applied toward reduction of principal. In addition, the Bank will allow a 90-day window prior to the conclusion of the initial five (5) year period and final Loan maturity (not applicable to rate resets) to allow a prepayment in full to occur without incurring a Prepayment Premium.

12. **DUE ON SALE:**

- (A) The Borrower shall not, without the prior written consent of the Bank, whether voluntary, involuntary, or otherwise by operation of law regardless of whether such mortgage, lien, pledge, encumbrance, or hypothecation is inferior or superior in priority to the Mortgage or the Security Agreement (if applicable): (i) permit the Mortgaged Property or any part thereof or any interest therein to be sold, transferred, conveyed or further encumbered to any other person or entity, or (ii) sell, transfer, convey or encumber the Mortgaged Property or any part thereof or any interest therein, which shall include but not be limited to (a) where the Borrower is a corporation, the sale, transfer, pledge or encumbrance of any direct or indirect interest in the stock of the corporation or the dilution of the present stockholding or



corporate control by issuance of new or treasury stock or by conversion of any non-voting stock or other securities to voting stock, or (b) where the Borrower is a partnership, the sale, transfer, pledge or encumbrance of any direct or indirect partnership interests in the Borrower, or the withdrawal, resignation or retirement of the general partner, or (c) where the Borrower is a limited liability company, the sale, transfer, pledge or encumbrance of any of the membership interests in the Borrower.

- (B) Notwithstanding the above, as long as there exists no default or Event of Default with respect to the Loan is in good standing, upon 60 days prior written notice to Bank, members, partners or shareholders of the Borrower may with Mortgagee's prior written consent, transfer interests in Borrower among themselves, to members of their immediate families or to trusts for the benefit of themselves and/or members of their immediate families provided that at all times while the Loan remains unpaid, the current members, shareholders, or partners shall retain control of the management and operation of the Borrower and the Mortgaged Property and all guarantors or carve out guarantors/indemnitors will remain as such without any diminishment of their individual responsibilities as detailed in the guarantees as executed at loan inception. If such transfer results in the transferee owning a 50% or more interest in the Borrower, then to the extent such transferee is not already a Guarantor, such transferee shall, if requested by the Bank, deliver a guaranty in Bank's standard form consistent with the requirements of the Loan Documents originally executed in connection with the Loan. Immediate family members shall mean: mother, father, son, daughter, brother, sister, grandchildren, son-in-law, daughter-in-law and spouse. Notwithstanding the foregoing, no interest in the Borrower may be transferred to a person who appears as a "Sanctioned Party" on the list promulgated by the United States Office of Foreign Assets Control. The Borrower shall provide the Bank with such information and documentation (including compliance with the Bank's policies regarding the USA Patriot Act) as the Bank may reasonably request in connection with any such transfer.

13. **SETOFF:** To the extent permitted by applicable law, Bank reserves the right to setoff in all Borrower's and/or Guarantor(s)' accounts with Bank (whether checking, savings, or some other account). This includes all accounts Borrower holds jointly with someone else and all accounts Borrower may open in the future. However, this does not include any IRA or Keogh accounts, or any trust accounts for which setoff would be prohibited by law. Borrower authorizes Bank, to the extent permitted by applicable law, to charge or setoff all sums owing on the indebtedness against any and all such accounts, and, at Bank's option, to administratively freeze all such accounts to allow Bank to protect Bank's charge and setoff rights provided in this paragraph.
14. **ESCROW:** At closing, you must establish an escrow account with us, equal to three (3) to five (5) months of escrow payments, depending on month of closing. The escrow account will be used to pay your real property taxes on their due dates, and where applicable, private mortgage insurance and flood hazard insurance. Each month during the term of the Loan, Borrower shall pay the Bank (a) an amount equal to one twelfth (1/12) of the annual municipal property tax due on the Mortgaged Property and, if requested by the Bank, (b) an amount equal to one twelfth (1/12) of the annual premium for flood insurance and/or other



insurance due on the Mortgaged Property. No interest will be paid on any escrow funds paid to the Bank.

15. **NON-ASSUMABLE:** The Note and Mortgage are not assumable.
16. **BORROWING ENTITY:** The borrowing entity must be a single asset and single business purpose entity and remain a single purpose and single asset entity for the duration that the obligation remains outstanding.
17. **LATE CHARGE:** The Note evidencing the Loan will provide for a late charge of five percent (5%) of the amount of any payment not received within fifteen (15) days of the due date. Additionally, the Note will provide that when the Note comes due and payable, if the Borrower fails to pay the Loan in full and instead requests the Bank to renew the Loan, then, if the Bank approves such request, Borrower must consummate the renewal within forty five (45) days following the date on which the Loan came due, or Borrower shall be obligated to pay a late charge equal to one percent (1%) of the then-outstanding principal balance of the Loan.
18. **DEFAULT RATE:** Upon the occurrence of a default, in addition to other remedies, the Bank shall have the right to (a) increase the rate of interest under the Loan to an interest rate equal to a rate which is five percent (5%) above the then applicable Interest Rate ("Default Rate"), subject to applicable usury laws. Unless otherwise agreed to by the Bank, the Default Rate shall (a) be applied retroactively to the date of the first occurrence of the default, (b) be computed on the basis of a 360-day year, and (c) survive entry of any judgment relating to the Loan. In the event the default is cured, the interest rate will be restored to the then applicable Interest Rate as of the date of such cure.
19. **CROSS DEFAULT:** The events of default under the Loan shall include a default on any other obligations the Borrower shall have with the Bank.
20. **FINANCIAL COVENANTS:** Throughout the term of the Loan and so long as any of the Borrower's obligations hereunder remain outstanding, Borrower shall:
  - (A) **MAINTENANCE OF DEBT SERVICE COVERAGE RATIO REQUIREMENT:** The Borrower agrees to maintain a minimum combined debt service coverage ratio "DSCR" OF 1.25 to 1.00; this ratio must be maintained throughout the term of the Loan. The "DSCR" shall be evaluated annually throughout the term of the Loan. For purposes of this provision, "DSCR" shall mean the annual rental revenue less operating expenses (exclusive of depreciation expense) divided by the annual required payments of principal and interest due on the obligation. In calculating the CDSCR ratio the Bank will rely heavily, if not exclusively, on the actual historical income and expenses (when such information is available) for the Mortgaged Property. Use of pro forma income and expenses will be considered cautiously and may be subject to discounting or adjustments as deemed reasonable by the Bank. If the Bank determines the annual DSCR falls below the guidelines specified then the Bank may, at Bank's discretion, on a case by case basis, require the Borrower to establish with the Bank a DSCR reserve account in a sufficient amount to restore the minimum DSCR through a trailing 12-month operating results at which point the Bank will return the unused funds held in the reserve account to the Borrower or alternatively the Bank may require the reduction or pay down of the outstanding principal balance on the obligation, without incurring a Prepayment



Premium, in sufficient amount as to restore the minimum DSCR of the loan obligation when amortized over the obligation's remaining amortization period.

- (C) MAINTENANCE OF A MAXIMUM LOAN TO VALUE RATIO REQUIREMENT:**  
The Borrower agrees to maintain a loan to value ratio ("LTV") not greater than fifty (50%) percent (the maximum LTV the loan was approved at) for the term of the Loan. The value shall be defined as the fair market value of all real estate property pledged as security for the repayment of the Loan and shall be determined by Bank through reference to acceptable guides, indices and/or appraisals. If the LTV ratio exceeds this maximum percentage then the Bank may require the Borrower to reduce the principal amount (principal pay-down) of the Loan or alternately pledge sufficient additional collateral to bring the Loan back to a conforming maximum LTV ratio as noted above.
- (D) FINANCIAL INFORMATION REPORTING COVENANTS:** Acceptance of this Commitment Letter shall constitute an agreement to provide the Bank with ongoing financial information for the term of the loan. This required ongoing financial information shall consist of the following information:
- (i) A copy of the most recent, filed federal tax return of the Borrower is due within 30 days of filing, however in no event beyond October 15<sup>th</sup> for each preceding calendar year.
  - (ii) A copy of the most recent filed federal tax return of all Guarantors is due within 30 days of filing, however in no event beyond October 15<sup>th</sup> for each preceding calendar year.
  - (iii) Signed current personal financial statements of all Guarantors is due annually within 30 days of completion.
  - (iv) Borrower certified current rent roll is required annually which depicts all aspects of income and expenses on the Mortgaged Property and is due within 30 days of calendar year end.
  - (v) If the Mortgaged Property contains nonresidential tenants, copies of all new (not previously provided to the Bank) or amended leases affecting the subject location are required within 60 days of lease execution.
  - (vi) If the most recent tax returns of the Borrower or Guarantors is on extension beyond the April 15<sup>th</sup> deadline each Borrower and each Guarantor agree to provide the Bank with the filed extension requests as applicable.
  - (vii) Borrower certified annual income and expense operating statement.

All statements are to be furnished annually for the term of the Loan. The Borrower acknowledges and agrees that failure to comply is an event of default. Should this occur the Bank may declare the Loan in default upon 30 days written notice and the interest rate on the Loan will increase by 5.00 percent over the then prevailing interest rate. The regular monthly payment will be recalculated at this increased interest rate until such time as the event of default is cured.



- 21. TAX RETURN VERIFICATION:** The Borrower and Guarantor(s) will be required to sign and date IRS form 4506 (Request for copy of Transcript of tax form). This form authorizes the Bank to verify Borrower's/Guarantor(s)' tax returns provided to the Bank are the same forms filed with the IRS. If there is a discrepancy between the reported incomes on the IRS filed returns and the amounts on those forms provided to the Bank in connection with this loan application or if there is no record of a filing for any period represented to the Bank as having a filed tax return the Bank may share this information with applicable governmental agencies. By signing this Commitment Letter the Borrower consents to this provision.
- 22. EVENTS OF DEFAULT:** Any of the following will constitute an Event of Default under this Loan:
- (A) The failure of the Borrower to pay in full any installment of interest or principal due under the Note or other monetary obligation within thirty (30) days of the date when due.
  - (B) The failure of the Borrower to pay in full any other monetary obligation not referenced in 23 (A) above due under the Note, Mortgage, Loan Agreement, Security Agreement or any other Loan Document which failure remains uncured for thirty (30) days following written notice of such failure to Borrower.
  - (C) The failure of the Borrower to observe or perform any other non-monetary term, covenant, agreement, or condition to be observed or performed by the Borrower under the Note, this Commitment Letter, the Mortgage, the Security Agreement, the Loan Agreement or any other Loan Document, which failure remains uncured for thirty (30) days following written notice of such failure to the Borrower.
  - (D) If any representation or warranty made by the Borrower in the Note, Mortgage, the Security Agreement, Loan Agreement or any other Loan Documents executed by Borrower or submitted by Borrower in connection with the Loan shall have been false or misleading in any material respect when made.
  - (E) Except as specifically permitted by the Mortgage, as detailed in Due on Sale section of the Commitment Letter, any Transfer of the Mortgaged Property.
  - (F) The insolvency of the Borrower, any filing of a bankruptcy petition by or against the Borrower, or any assignment for the benefit of creditors by the Borrower.
  - (G) The failure of Borrower to furnish Bank with full copies of its tax returns and a borrower certified annual income and expense operating statement in form satisfactory to Bank which details all elements of income and expenses for the operation of the Mortgaged Property, which remains uncured for thirty (30) days following written notice of such failure to the Borrower.
  - (H) The death of any Guarantor or Indemnitor unless a substitute guarantor or Indemnitor acceptable, at the sole discretion of the Bank, executes a replacement guaranty in Bank's approved form within ninety (90) days following the death of the Guarantor.



- (I) Bankruptcy or insolvency proceedings involving any Guarantor or Indemnitor unless a Substitute Guarantor, acceptable at the sole discretion of the Bank, executes a replacement guaranty in Bank's approved form within sixty (60) days following the filing of such bankruptcy or insolvency proceedings against the affected Guarantor or Indemnitor.
- (J) The loss of governmental license or permit for the operation of the business operated or to be operated on the Mortgaged Property;
- (K) Any material adverse change in the business or condition (financial or otherwise) of the Borrower or any Guarantor or Indemnitor;
- (L) Any change in the management or control of the Borrower resulting in management control no longer being vested in one or more of the Borrower, Indemnitor or Guarantor unless Bank provides a prior written approval of such change in management which may be granted or denied in Bank's sole discretion.
- (M) The existence of any financing, mortgage or other liens on or security interest in the Mortgaged Property or any other Collateral or credit support, other than liens and security interests in favor of the Bank.
- (N) Any representation, warranty or disclosure made to the Bank by the Borrower or any Guarantor or Indemnitor which is materially false or misleading in any material respect as of the date when made, whether or not such representation or disclosure appears in the Loan Documents.
- (O) The default of the Borrower under any other obligation to the Bank, now existing or hereafter arising;
- (P) The existence of any liens for taxes due with respect to the Mortgaged Property, unless such liens are being contested in good faith and adequate reserves with respect thereto have been deposited with the Bank, or carrier's, warehousemen's, mechanics', materialmen's, repairmen's, or other liens which have not been dismissed for 30 days or for which escrows, satisfactory in amount to the Bank, have not been established by the Borrower.
- (Q) There occurs any event which in the Bank's reasonable judgment materially adversely affects the ability of the Borrower or any Guarantor or Indemnitor to perform any of its obligations under the Loan Documents.
- (R) The failure of the Borrower to maintain itself as a single asset and single business purpose entity for the duration that the obligation remains outstanding.

23. **APPRAISAL CONTINGENCY:** The appraiser as well as the Borrower understands that this Commitment Letter and the Bank's commitment to lend is predicated on and fully contingent upon the Bank's receipt of a fully satisfactory appraisal on the subject Mortgaged Property from a Bank-approved appraiser that indicates a value of not less than \$1,150,000.00 or the loan amount will be reduced accordingly to 50% of the appraised value. The form of the appraisal shall be acceptable to the Bank in its sole discretion. The Bank shall have no



obligation to make the Loan unless this appraisal contingency is satisfied. A satisfactory 3rd party review of the appraisal must also be completed and approved prior to closing. The costs of the appraisal and the appraisal review are to be borne by the proposed borrower and are non-refundable.

24. **HAZARD INSURANCE:** Borrower shall, at all times, maintain insurance of such types and in such amounts as required by the terms and provisions of the Mortgage. Proof of paid, valid and enforceable policies of insurance shall be delivered to the Bank and its attorney at least ten (10) days prior to the closing of the Loan with the maximum allowable deductible amount no greater than \$5,000.00. The evidence of insurance shall be in the form of a duly issued and executed "Accord of Evidence of Property Insurance" (Acord Form 28) which must indicate the following: (a) extended ("All Risk") casualty insurance; (b) commercial general liability insurance (Acord Form 25); (c) the Bank is named as "Blue Foundry Bank, its successors and assigns, as their interest may appear" and is named as mortgagee, lender's loss payable and additional insured. Insurance and/or condemnation proceeds payable as the result of casualty or condemnation of the Mortgaged Property shall be paid to Bank, and the Bank, in its sole and absolute discretion, shall have the right to make such proceeds available to Borrower in order to restore the Mortgaged Property, or to use the same in order to reduce the principal indebtedness. If such proceeds are used in reduction of the principal indebtedness, there shall be no Prepayment Premium with respect hereto.
25. **FLOOD INSURANCE:** The Bank has obtained a flood search on the proposed Mortgaged Property and has determined that the proposed Mortgaged Property will not be located in a Special Flood Hazard Area (SFHA). If, at any time while the Bank has a lien on the Mortgaged Property, the relevant flood maps are changed so as to place the Mortgaged Property in a SFHA or if the limits of flood insurance have been increased then federal law requires the Bank to require that the Borrower immediately purchase a flood insurance policy or increase the amount of flood insurance in an amount acceptable to the Bank, either through the federal flood insurance program, if available, or through a private insurer.
26. **TITLE INSURANCE:** A current title search and a mortgagee title insurance policy on standard ALTA forms which include an ALTA 9 endorsement for the Mortgaged Property, containing no exceptions other than those approved by the Bank and its attorney, must be provided from a title insurance company which is licensed to do business in the State of New Jersey, and which is acceptable to the Bank. The policy on the Property shall be in the amount of the Loan and acceptable to the Bank and its attorney. If the title search shows any unpaid liens, real property taxes or assessments, all such amounts must be paid in full prior to the closing of the Loan. If (i) there are any violations of law or of municipal ordinances or (ii) any order or request is made by any governmental authority affecting the Mortgaged Property or (iii) the certificate of occupancy has not been issued (collectively "Violations"), (iv) ECB Violations exist (v) Environmental Exceptions exist, all such Violations must be remedied or the Bank, at its option, may terminate this commitment and not close the Loan. The Bank shall also be provided with a satisfactory USA PATRIOT ACT search on the Borrower, the Guarantor(s) and all principals and/or any individual having an ownership interest in either the Borrower or any legal entity Guarantor. Bank has disclosed to Borrower that the Bank has a minority interest in Grandview Title, LLC. Borrower can use any title company of Borrower's choosing, or Borrower can use Grandview Title, LLC.



27. **IDENTIFICATION:** In order to comply with the USA Patriot Act, the Bank shall be provided with an acceptable form of identification (i.e. photo driver's license or passport) for all principals and/or any individual having an ownership interest in either the Borrower or legal entity Guarantor. The Borrower and each legal entity Guarantor shall also provide the Bank with all necessary documentation to constitute compliance with the USA PATRIOT ACT. If any requested information or documentation is: (i) not delivered to the Bank within the time periods required by the Bank, or (ii) not satisfactory in form or content to the Bank, in its sole discretion, then the Bank shall have the right to cancel or amend this commitment and/or delay the closing or funding of the Loan.
28. **SURVEY:** Prior to the closing of the Loan, the Bank must be presented with a current survey for the Mortgaged Property certified to the Bank, or if acceptable to the Bank, a prior survey together with an Affidavit of No Change, all of which documents must be acceptable to the Bank and its attorney and insurable by the title company issuing the title policy to the Bank with no exceptions or exclusions noted in the title policy permitted.
29. **STORAGE TANKS:** If there are underground storage tanks located on the Mortgaged Property, the Bank, prior to the closing of the Loan, must be so notified and provided with evidence satisfactory to the Bank that the tanks are either registered or exempt from registration under, and are otherwise in compliance with, New Jersey Law. In addition, the Borrower will, at the Bank's option, arrange for tests to be performed on such tanks at the Borrower's expense, including, but not limited to, tank pressure tests and test soil borings, so that the Bank may be satisfied that no spill or contamination of the Mortgaged Property has occurred or is likely to occur in the future.
30. **ENVIRONMENTAL:** Prior to the closing, the Bank must receive a satisfactory Phase I Audit of the Mortgaged Property prepared by an environmental firm acceptable to the Bank. If the Bank deems it necessary or advisable at any time prior to the closing of the Loan, the Bank may require, as a condition of closing, that additional environmental data be provided to the Bank and/or that additional various environmental inspections and tests be performed on the Mortgaged Property at the cost and expense of the Borrower prior to the closing.
- If the results of any of the environmental studies are unsatisfactory to the Bank for any reason, then the Bank may, at its option, (i) terminate this commitment, (ii) require the Borrower to take various remedial and/or compliance actions prior to the closing, (iii) retain in escrow at the closing a portion of the Loan proceeds which shall not be released to the Borrower until all required actions are completed, or (iv) utilize a portion of the Loan proceeds to permit Borrower to take all required actions.
31. **RISK IDENTIFICATION:** The Bank requires that there are satisfactory risk identification results for Borrower and all Guarantors prior to closing.
32. **FILING PUBLICATION:** The Bank requires evidence of a satisfactory Certificate of Good Standing for the Borrower.



33. **RENT REGISTRATION:**
- (A) A copy of the registration rent roll report, if applicable.
  - (B) a copy of the most recent Certificate of Inspection report indicating that the building is free of any violations, if applicable.
34. **ATTENDANCE AT CLOSING:** If applicable, all persons required to sign loan documentation **MUST** attend the loan closing. Power of Attorney Forms are not acceptable for any other person or entity which at the discretion of the Bank and or its attorney is required to sign loan documents. The Parties may agree to consummate the transaction by alternate means other than an in-person closing.
35. **CONFLICT:** We hereby advise you that the interests of the Bank and the Borrower are, or may, be different and may conflict. The Bank's attorney represents only the Bank and not the Borrower. The Borrower is therefore required to employ an attorney of the Borrower's choice licensed in the state in which the proposed transaction is to take place to represent the interests of the Borrower and Guarantors.
36. **SCHEDULING OF LOAN CLOSING:** The Bank will not set a date or otherwise schedule a loan to close, including setting of tentative closing dates, until all open/unresolved items are satisfactorily addressed, and all required third party submissions are received, all specific conditions are cleared, and satisfactorily reviewed by the Bank and its attorney.
37. **NO CHANGE PERIOD:** The Bank will not review any requested revisions by the Borrower or its legal counsel to the commitment or any loan documents in the preceding 48 hours prior to a scheduled loan closing, nor will the Bank engage in any requests at closing. The Borrower and its attorney are provided with all proposed loan documentation in sufficient time to allow for any issues to be resolved ahead of this 48 hour no change period. In instances where last minute revisions are requested by the Borrower or its attorney the closing will be postponed and rescheduled for another date provided by the Bank.
38. **LOAN CLOSING:** The Bank does not allow electronic, e-mail, or power of attorney.
39. **RELIANCE:** This commitment is subject to the accuracy of all information, representations, exhibits, and other material submitted with or in support of the application, and there must be no adverse change in the set of facts indicated on the application or other data or in the financial condition of the Borrower or Guarantor(s) prior to the closing of the Loan. The Bank has relied on the accuracy of all information submitted to it by the Borrower and Guarantor(s) in issuing this Commitment.
40. **CANCELLATION AND AMENDMENT:** The Bank, at its option, reserves the right to cancel or amend this commitment at any time prior to the closing of the Loan, in such manner as it may determine, upon the occurrence of any of the following:
- A. the Borrower or any Guarantor(s) fails to comply with any of the terms and conditions of this Commitment Letter; or
  - B. there occurs a sale, conveyance or other disposition of the Mortgaged Property to be covered by the Bank's mortgage or the making of a contract therefor; or



- C. there is any alteration or damage to the Mortgaged Property; or
  - D. a material adverse change occurs in the condition (financial or otherwise) of the Borrower or any Guarantor; or
  - E. the Borrower or any Guarantor(s) provides any inaccurate, incomplete or incorrect information.
  - F. The Bank shall also have the right to cancel this commitment if a signed copy is not delivered along with the requisite fees (if any) to the Bank within 5 business days of the date of this Commitment Letter.
41. **EXPIRATION:** If the Loan fails to close within 60 days of the date of this Commitment Letter then this commitment shall automatically be deemed null and void, and of no further force and effect unless formally extended by the Bank in writing.
42. **OPINION OF BORROWER COUNSEL:** An opinion of Borrower's counsel as to the due organization and formation of Borrower and Guarantor(s), if any, and their power and authority to perform the transactions contemplated by this commitment. Such opinion shall state that the Loan Documents are validly executed, fully authorized and binding and enforceable in accordance with their terms, and that the borrowing of the Loan and execution and delivery of the Loan Documents do not violate or contravene any court order, judgment, or contract to which the Borrower or Guarantor(s), if any, are parties. Opinions of counsel in Bank's standard form customary for transactions of this type.
43. **ADVERSE CHANGE:** Evidence satisfactory to Bank that no material adverse change has occurred in the condition (financial or otherwise) of the Borrower, the Guarantor(s), if any, or in the income and expense statement for the Mortgaged Property since the time of Borrower's application to the Bank for the Loan. Such evidence shall, at the request of Bank, include current certified financial statements. If any such material adverse change has occurred, then Bank shall have the right upon notice to Borrower, and without liability of any kind upon the Bank, to cancel this Commitment Letter and terminate all its obligations hereunder.
44. **IMPROVEMENTS:** Borrower shall constantly maintain and shall not diminish in any respect nor materially alter the improvements (including landscaped areas) during the existence of the Loan and shall not erect any buildings or additions to existing buildings or other structures on the Mortgaged Property without the prior written consent of Bank.
45. **DUE ON SALE OR ENCUMBRANCE:** In the event the Borrower, without the prior written consent of Bank, shall sell, convey, alienate, mortgage or encumber the Mortgaged Property or any part thereof, or any interest therein in any manner or way, whether voluntary or involuntary, or in the event of any merger, consolidation or dissolution affecting the Borrower or a transfer of a controlling interest in the Borrower or a transfer of the interest of any general partner of any Borrower which is a joint venture or general or limited partnership, the entire balance of the indebtedness shall become immediately due and payable at the option of the Bank.
46. **LEASES:** Borrower in the normal course of business may enter into, renew or amend leases affecting the Mortgaged Property as necessary to effectively manage the Mortgaged



Property. However, the Borrower agrees not to enter into, amend existing, or transact lease renewals which negatively impact the Borrower(s) cash flow and/or its ability to repay the debt without the prior written consent of the Bank. Estoppel agreements are required for all commercial tenants (if any) of the proposed Mortgaged Property. SNDA's are required for all commercial tenants having leases which are not automatically self-subordinate to the mortgage, unless such lease is with an affiliate of the Borrower or any Guarantor, in which case such lease must be modified to provide for such automatic subordination.

47. **COMPLIANCE:** Each condition of this Commitment Letter shall have been satisfied in a manner acceptable to the Bank.
48. **GOVERNING LAWS:** This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey. The parties hereto agree that the Superior Court of the State of New Jersey shall have exclusive jurisdiction to hear and determine any claims or disputes arising directly or indirectly from this Agreement, and any action commenced in the Superior Court shall be venued exclusively in Bergen County, New Jersey.
49. **SURVIVAL OF CLOSING:** The terms, provisions and conditions set forth herein, to the extent that the same are not contained in the final Loan Documents or have not been fully complied with by the time of disbursement by Bank, shall survive the closing of the Loan. To the extent there is any conflict or inconsistency between, the provisions of this Commitment Letter and those contained in the Bank's form loan documents, the provisions of the latter shall prevail; provided, however, that if the loan documents do not address a particular issue and this Commitment Letter does, it is not to be construed as a conflict between this Commitment Letter and the Loan Documents.
50. **NO JURY TRIAL:** Bank and Borrower each hereby waives any right to a trial by jury in any litigation with respect to any aspect of this Commitment Letter or the Loan or any other Loan Document and Borrower represents that it has consulted with counsel specifically as to this waiver.
51. **HEADINGS:** Paragraph or other headings contained herein in this Commitment Letter are for reference purposes only and are not intended to affect in any way the meaning or interpretation of this Commitment Letter.
52. **FORM AND RECORDATION:** The form and substance of all existing or proposed agreements, contracts, leases, plans, surveys, insurance policies and other documents which are necessary to satisfy any condition of this Commitment Letter or in any manner affect this transaction including, without limitation, the Note, Mortgage or any other document evidencing or securing the Loan must be satisfactory to Bank and to Bank's attorneys. Bank's form of Note, Mortgage, Security Agreement and other standard form documents shall be used in the Loan, and the terms thereof are incorporated herein by reference. Bank shall have the right to require recording or filing of any such instruments that are eligible for recording or filing and the further right to require any changes in form necessary to permit such recording or filing.
53. **CERTIFICATE OF OCCUPANCY:** Bank requires that Borrower provide Bank with a Certificate of Occupancy in those municipalities that require a Certificate of Occupancy. Borrower shall obtain the Certificate of Occupancy and provide to Bank prior to closing. In addition, Borrower shall comply with all New Jersey laws, and local ordinances, including but



not limited to smoke detectors, carbon monoxide detectors, fire extinguishers and indoor sprinklers, and provide Bank with a certificate evidencing said compliance.

54. **TAX ABATEMENTS:** If the loan contemplated herein is subject to tax abatement, exemptions, or PILOT programs that affects the Mortgaged Property, the Bank will require satisfactory evidence of its existence and remaining duration prior to loan closing.
55. **BROKERS' COMMISSIONS:** All brokerage commissions, if any, will be paid by the Borrower. The acceptance of this Commitment Letter will constitute an undertaking on the part of the Borrower to indemnify and hold the Bank harmless from and against any and liability, loss, cost and its expense (including reasonable attorney's fees of internal and external counsel) resulting from any claim of a broker arising in connection with the execution of this Commitment Letter by the Bank or the consummation of the Loan.
56. **LEGAL CAPACITY:** Evidence satisfactory to Bank that Borrower, Indemnitor and all Guarantor(s), if any, have and the persons signing the Loan Documents on its behalf have the legal capacity and authority to enter into the loan transaction. In the event the Borrower, Indemnitor and/or Guarantor(s) is not a natural person(s), such as a corporation, partnership, limited liability company, or other unincorporated entity, then the Borrower, Indemnitor and/or Guarantor(s) shall furnish the appropriate Resolutions and Organizational Documents such as By-Laws, Partnership Agreement, Operating Agreement or Trust Agreement including any amendments or modifications, evidencing that the Borrower, Indemnitor and/or Guarantor(s) is duly formed, that it has the right to make and execute the documents required in connection with the closing, that all actions required by the underlying documents and law have been taken to authorize the making and execution of the documents, that the officers, partners, members, or trustees, executing the documents are those authorized to do so, and that upon execution the documents become valid and binding obligations of the entity in question.
57. **COMPLIANCE WITH LAW:** Evidence satisfactory to Bank that the Mortgaged Property and the actual use thereof comply with all laws, ordinances, codes, rules and regulations of all governmental authorities having jurisdiction over the same and that there is no action or proceeding pending before any court, quasi-judicial body or administrative agency at the time of any disbursement by Bank relating to the validity of the Loan or the proposed or actual use of the Mortgaged Property. All rights to appeal any decision rendered must have expired prior to Closing. Copies of all certificates of occupancy, zoning approvals, state and municipal registrations, licenses, etc. must be furnished to the Bank. If the Mortgage is a purchase money mortgage, Bank shall be furnished with an affidavit from the seller stating that it is not a "foreign person" within the meaning of Section 1445 et seq. of the Internal Revenue Code of 1986 as amended or any regulations promulgated thereunder.
58. **ASSIGNABILITY OF COMMITMENT AND AMENDMENTS:** This Commitment Letter may not be assigned by the Borrower by operation of law or otherwise, constitutes the only agreement among the parties relating to this commitment, and may be amended only in a writing executed by an officer of the Bank authorized to sign same.
59. **INCORPORATION:** Your attorney will be supplied copies of the Loan Documents which you will be required to properly execute at the time of the closing of the loan (documents to follow under separate cover). You may, upon request, receive copies of the Bank's form Loan Documents prior to executing this Commitment Letter to assure your satisfaction with the full terms and conditions of the Loan. You are advised to review these documents in detail. All



terms and conditions of this Commitment Letter are incorporated into the loan documents as if fully set forth herein.

**60. LOAN FEES:**

- (A) **COMMITMENT FEE:** The Bank shall receive from the Borrower a non-refundable commitment fee of **\$5,750.00** which is due and payable when the Borrower returns to the Bank a signed copy of this Commitment Letter. If the Loan Amount is reduced subsequent to completion of an appraisal, then the non-refundable commitment fee shall be reduced accordingly. All fees paid or to be paid are agreed to have been earned by the Bank upon issuance of this Commitment Letter and are immediately due and payable to the Bank if the Borrower accepts this Commitment Letter but subsequently either rejects this Commitment Letter or fails to close on the Loan for any reason.
- (B) **APPRAISAL FEE:** At the time the Borrower returns a signed copy of this Commitment Letter, the Borrower shall pay the Bank a non-refundable appraisal fee in the amount of **\$3,500.00**
- (C) **APPRAISAL REVIEW FEE:** At the time the Borrower returns a signed copy of this Commitment Letter, the Borrower shall pay the Bank a non-refundable appraisal review fee in the amount of **\$700.00**
- (D) **APPLICATION FEE:** *Waived.*
- (E) **ENVIRONMENTAL FEE:** At the time the Borrower returns a signed copy of this Commitment Letter, the Borrower shall pay the Bank a non-refundable environmental audit fee in the amount of . The Borrower understands and agrees that if the results of this environmental review indicate areas of concern, additional due diligence may be required by the Bank in order to ensure the subject Mortgaged Property is without contamination in order to proceed with the subject transaction. The associated costs of this additional due diligence will be disclosed to the Borrower for approval. Should the Borrower decide at each stage to proceed then the Borrower will remit such funds for any additional costs to continue with the environmental due diligence on the subject location. In instances where the Bank is unable to receive satisfactory evidence that no environmental contamination exists then this commitment to lend shall become null and void.
- (F) **MORTGAGE RECORDING TAXES AND FEES:** The Borrower is fully responsible for any applicable state or county mortgage recording fees, or taxes which may be required to file the subject mortgage.



- (G) **BANK ATTORNEY, LOAN DOCUMENTS; BANK ATTORNEY FEE:** The Bank's attorney shall be Jeremy M. Garlock, Esquire of Schenck, Price, Smith & King, LLP. All documents for the Loan must be in the form and substance satisfactory to the Bank and its attorney. Please contact Mr. Garlock at [JMG@spsk.com](mailto:JMG@spsk.com) or (973) 540-7300 to coordinate the closing. All documents required to close the Loan, and any other items required by Bank counsel, shall be prepared by Bank counsel and submitted to Borrower's counsel for review and approval prior to the date requested for closing. All documents and other information to be provided by Borrower's counsel must be submitted to Bank's counsel for review and approval prior to the date requested for closing.

Borrower will, at the closing, reimburse the Bank for all the fees and expenses of Bank's counsel (including allocated fees and expenses of counsel if counsel is a regularly salaried employee of the Bank, any parent corporation, or any subsidiary or affiliate thereof, whether now existing or hereafter created) which are estimated by the Bank to be approximately \$5,500.00 for this Loan, which fee shall be paid in full at the time of the closing. If (a) this Commitment Letter is cancelled by the Bank in accordance with this Commitment Letter or the Borrower (i) fails to close the Loan within the time period specified hereunder or any extension thereof or (ii) subsequently rejects this Commitment Letter, or (iii) fails to close the Loan for any reason, then the Borrower and or principals/guarantors will be responsible for payment of all of the Bank's legal fees and charges incurred up to the date of such cancellation by the Bank or non-performance by the Borrower. This legal fee quote is based upon a single borrowing entity or company whose members and or principals are individuals. This fee quote does not apply if the proposed Borrower's ownership/members are estates, trusts or other legal entities. In these cases, the above quote will not apply and a specific transaction quote is required. To the extent additional drafting, discussion or investigation by Lender's counsel is required; the Borrowers shall pay the hourly rates of Lender's counsel for such additional work.

The fees of Bank's counsel will be based on the factors contained in the Rules of Professional Conduct adopted by the New Jersey Supreme Court, including the following: the novelty and difficulty of the questions involved, and the skill requisite to perform the legal services properly; the fee customarily charged in the locality for similar legal services; the amount involved and the results obtained; the time limitation imposed by the client or by the circumstances; the experience, reputation and ability of the lawyer or lawyers performing the services; and the actual amount of time expended in such representation of the Bank, multiplied by the applicable hourly rates of the attorneys and paralegals involved in such tasks. Expenses shall include all costs and disbursements incurred by the Bank's counsel, including postage, courier services, photocopying charges, secretarial overtime, telephone and fax charges, recording and filing fees and other disbursements related to the closing of such loans.

The estimates set forth in this Commitment Letter are based on certain assumptions, including but not limited to the assumptions that no presently unforeseen circumstances will be encountered in closing this Loan and that



resolution of negotiated issues will not consume an unusual length of time. If the Bank or its counsel becomes aware that the foregoing estimated will be materially exceeded the Bank or its counsel will promptly notify the Borrower to the earliest extent feasible.

The Borrower is also advised that if the subject loan closing is scheduled and either the Borrower or Borrower's legal counsel is not present within 45 minutes of the approved and agreed upon closing time the subject loan closing may be postponed to another date. The Borrower agrees that the Bank's legal counsel shall be due additional hourly fees for the additional time involved which will be added to any previously quoted Bank legal fee amount.

Should the closing be scheduled, and the Borrower or Borrower's legal counsel cancel or postpone the scheduled closing within 48 hours of the Closing, then the Borrower shall pay an additional closing cancellation and re-documentation fee of \$500.00 to the Bank at closing.

- 61. **BORROWER'S ATTORNEY:** Please complete the below section which requests you provide contact information for your chosen attorney.

Please provide the Attorney Name, Address, Phone, Fax, and/or Email information:

\_\_\_\_\_  
\_\_\_\_\_

- 62. **ADDITIONAL SPECIFIC CONDITIONS:** This commitment Letter and the financing shall be subject to the following additional specific conditions annexed hereto and made a part hereof.

- A. Final Underwriting and Approval inclusive of all standard items
- B. Completion of the Construction Project.
- C. Documentation including but not limited to:
  - Appraisal
  - Environmental Questionnaire
  - Rent Roll or Proposed Rent Roll and Proposed Leases
  - Certificate of Occupancy
  - PILOT Agreement
- D. Any other condition that may arise during the course of the final underwriting analysis and approval



Blue Foundry Bank is very pleased to offer you this financing. If the terms and conditions set forth in this Commitment Letter are acceptable, please sign the enclosed acknowledgement copy where indicated and return it to us within five (5) days of the date of this commitment issuance along with any fees due.

The following is a breakdown of the non-refundable fees due for this loan request:

Appraisal Fee:	\$ 3,500.00
Appraisal Review Fee	\$ 700.00
Environmental Audit Fee	\$ 1,250.00
Commitment Fee	\$ 5,750.00
<b>TOTAL:</b>	<b><u>\$11,200.00</u></b>
<b>BALANCE DUE</b>	<b>\$11,200.00</b>

If the Borrower fails to fully execute and return this Commitment Letter along with the requisite fees within five (5) days of the commitment's issuance the commitment to lend will become null and void and the Bank shall be under no obligation to re-approve and or recommit to providing the proposed borrowing.

If you have any questions regarding this commitment, please feel free to contact us.

Very truly yours,

A handwritten signature in black ink, appearing to read 'V. Forma'.

---

Vincent Forma, Vice President  
Commercial Banker

VF:jmk



All the foregoing terms and conditions of this commitment letter are accepted this \_\_\_\_ day of \_\_\_\_\_, 2025.

**BORROWER:**

Wheatworth Properties LLC and/or  
Wheatworth Properties Urban Renewal LLC

\_\_\_\_\_  
Luciano Bruni, Sole Member

\_\_\_\_\_  
Date

**GUARANTORS:**

\_\_\_\_\_  
Luciano Bruni, Individually

\_\_\_\_\_  
Date



Human Services Director  
MOLLIE GREENE, MA

Community Development Director  
KIMBERLY COWART

# COUNTY OF SOMERSET DEPARTMENT OF HUMAN SERVICES

## COMMUNITY DEVELOPMENT

27 Warren Street • P.O. Box 3000  
Somerville, New Jersey 08876-1262  
(908) 541-5756 • Fax (908) 575-3935  
CommDev@co.somerset.nj.us  
www.somersetcountynj.gov



Aging & Disability Services  
JOANNE FETZKO

One Stop Career Center  
Juvenile Institutional Services  
MONICA MULLIGAN

Operations & Planning  
LISA FEDERICO

Richard Hall Community CHWC  
NICCI SPINAZZOLA

Rutgers Cooperative Extension  
LISA ROTHENBURGER

Veterans Services  
PETER NIEMIEC

Volunteer Services  
LAURIE ROOME

Youth Services  
LINDA M. PORCARO

May 23, 2025

Mr. Luciano Bruni, Managing Principal  
Wheatsworth Properties, LLC  
63 Peapack Road  
Far Hills, NJ 07931

Dear Mr. Bruni:

This is to confirm that Wheatsworth Properties has been recommended to receive an award of \$250,000 by the Somerset County HOME Investment Partnership Program Committee. If the award is approved by the Board of County Commissioners and the Department of Housing and Urban Development, the grant will be used for the construction of a multifamily building that will provide permanent rental housing for low-income disabled seniors.

It is anticipated that the approval process will be completed in September 2025 and that funds will be available shortly thereafter. To access the grant, it will be necessary to execute a Subgrant Agreement document between Wheatsworth Properties and the Somerset County.

Use of the funds and administrative requirements will be further detailed in the Subgrant Agreement. We look forward to working with you and are grateful for your work to increase the supply of affordable housing here in Somerset County.

If you have any questions, please do not hesitate to contact me.

Sincerely,

Kimberly Cowart

- Mission Statement -

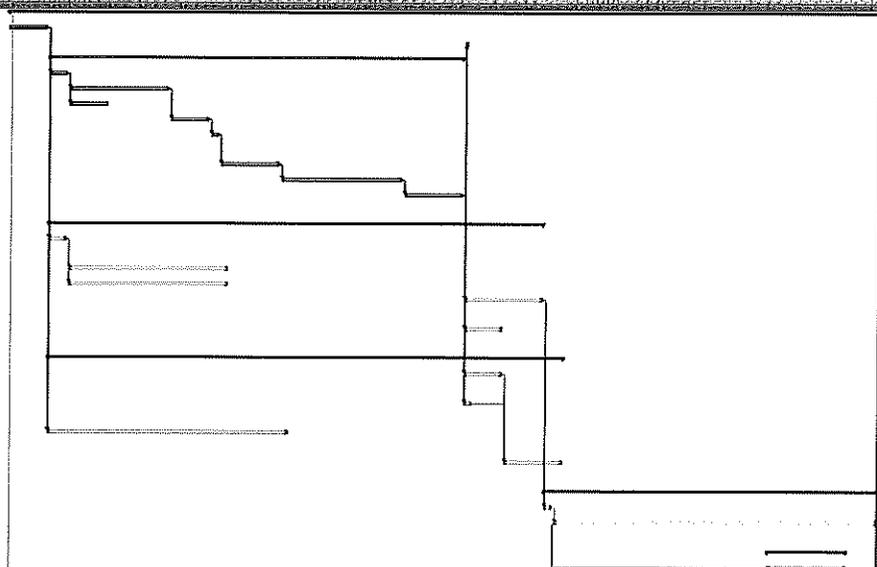
The County of Somerset is committed to excellence and innovation in public service, promoting the well-being of all residents and communities by providing effective, efficient and responsive leadership.

*Somerset County Is An Equal Opportunity Employer*

# Exhibit C

### APPENDIX C - 61 US 202, SCHEDULE, PROFORMA, FLOOR PLANS ARCHITECTURALS

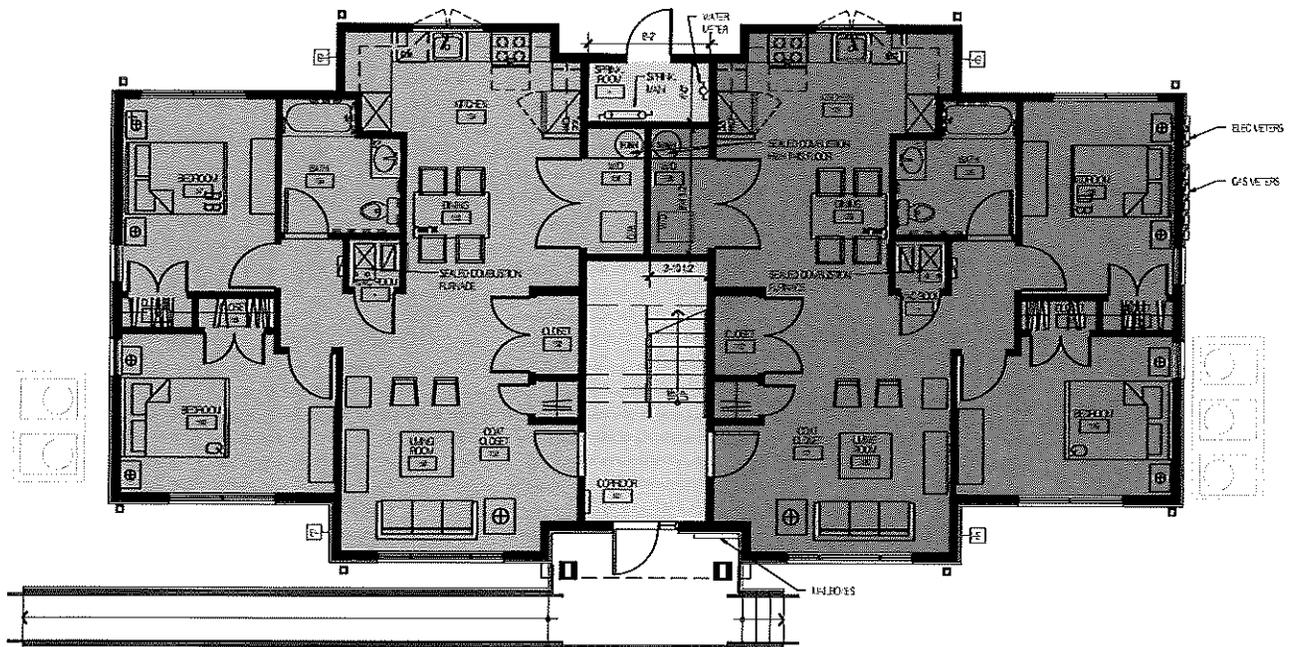
Item No.	Description	Unit	Quantity	Unit Price	Total Price
1	Site Preparation	Sq. Ft.	100,000	1.50	150,000
2	Site Grading	Sq. Ft.	100,000	2.00	200,000
3	Site Erosion Control	Sq. Ft.	100,000	1.00	100,000
4	Site Fencing	Sq. Ft.	100,000	0.50	50,000
5	Site Lighting	Sq. Ft.	100,000	0.20	20,000
6	Site Security	Sq. Ft.	100,000	0.10	10,000
7	Site Access	Sq. Ft.	100,000	0.05	5,000
8	Site Maintenance	Sq. Ft.	100,000	0.02	2,000
9	Site Cleanup	Sq. Ft.	100,000	0.01	1,000
10	Site Restoration	Sq. Ft.	100,000	0.01	1,000
11	Site Decommissioning	Sq. Ft.	100,000	0.01	1,000
12	Site Remediation	Sq. Ft.	100,000	0.01	1,000
13	Site Investigation	Sq. Ft.	100,000	0.01	1,000
14	Site Assessment	Sq. Ft.	100,000	0.01	1,000
15	Site Monitoring	Sq. Ft.	100,000	0.01	1,000
16	Site Reporting	Sq. Ft.	100,000	0.01	1,000
17	Site Planning	Sq. Ft.	100,000	0.01	1,000
18	Site Design	Sq. Ft.	100,000	0.01	1,000
19	Site Construction	Sq. Ft.	100,000	0.01	1,000
20	Site Operation	Sq. Ft.	100,000	0.01	1,000
21	Site Maintenance	Sq. Ft.	100,000	0.01	1,000
22	Site Decommissioning	Sq. Ft.	100,000	0.01	1,000
23	Site Remediation	Sq. Ft.	100,000	0.01	1,000
24	Site Investigation	Sq. Ft.	100,000	0.01	1,000
25	Site Assessment	Sq. Ft.	100,000	0.01	1,000
26	Site Monitoring	Sq. Ft.	100,000	0.01	1,000
27	Site Reporting	Sq. Ft.	100,000	0.01	1,000
28	Site Planning	Sq. Ft.	100,000	0.01	1,000
29	Site Design	Sq. Ft.	100,000	0.01	1,000
30	Site Construction	Sq. Ft.	100,000	0.01	1,000
31	Site Operation	Sq. Ft.	100,000	0.01	1,000
32	Site Maintenance	Sq. Ft.	100,000	0.01	1,000
33	Site Decommissioning	Sq. Ft.	100,000	0.01	1,000
34	Site Remediation	Sq. Ft.	100,000	0.01	1,000
35	Site Investigation	Sq. Ft.	100,000	0.01	1,000
36	Site Assessment	Sq. Ft.	100,000	0.01	1,000
37	Site Monitoring	Sq. Ft.	100,000	0.01	1,000
38	Site Reporting	Sq. Ft.	100,000	0.01	1,000
39	Site Planning	Sq. Ft.	100,000	0.01	1,000
40	Site Design	Sq. Ft.	100,000	0.01	1,000
41	Site Construction	Sq. Ft.	100,000	0.01	1,000
42	Site Operation	Sq. Ft.	100,000	0.01	1,000
43	Site Maintenance	Sq. Ft.	100,000	0.01	1,000
44	Site Decommissioning	Sq. Ft.	100,000	0.01	1,000
45	Site Remediation	Sq. Ft.	100,000	0.01	1,000
46	Site Investigation	Sq. Ft.	100,000	0.01	1,000
47	Site Assessment	Sq. Ft.	100,000	0.01	1,000
48	Site Monitoring	Sq. Ft.	100,000	0.01	1,000
49	Site Reporting	Sq. Ft.	100,000	0.01	1,000
50	Site Planning	Sq. Ft.	100,000	0.01	1,000
51	Site Design	Sq. Ft.	100,000	0.01	1,000
52	Site Construction	Sq. Ft.	100,000	0.01	1,000
53	Site Operation	Sq. Ft.	100,000	0.01	1,000
54	Site Maintenance	Sq. Ft.	100,000	0.01	1,000
55	Site Decommissioning	Sq. Ft.	100,000	0.01	1,000
56	Site Remediation	Sq. Ft.	100,000	0.01	1,000
57	Site Investigation	Sq. Ft.	100,000	0.01	1,000
58	Site Assessment	Sq. Ft.	100,000	0.01	1,000
59	Site Monitoring	Sq. Ft.	100,000	0.01	1,000
60	Site Reporting	Sq. Ft.	100,000	0.01	1,000
61	Site Planning	Sq. Ft.	100,000	0.01	1,000
62	Site Design	Sq. Ft.	100,000	0.01	1,000
63	Site Construction	Sq. Ft.	100,000	0.01	1,000
64	Site Operation	Sq. Ft.	100,000	0.01	1,000
65	Site Maintenance	Sq. Ft.	100,000	0.01	1,000
66	Site Decommissioning	Sq. Ft.	100,000	0.01	1,000
67	Site Remediation	Sq. Ft.	100,000	0.01	1,000
68	Site Investigation	Sq. Ft.	100,000	0.01	1,000
69	Site Assessment	Sq. Ft.	100,000	0.01	1,000
70	Site Monitoring	Sq. Ft.	100,000	0.01	1,000
71	Site Reporting	Sq. Ft.	100,000	0.01	1,000
72	Site Planning	Sq. Ft.	100,000	0.01	1,000
73	Site Design	Sq. Ft.	100,000	0.01	1,000
74	Site Construction	Sq. Ft.	100,000	0.01	1,000
75	Site Operation	Sq. Ft.	100,000	0.01	1,000
76	Site Maintenance	Sq. Ft.	100,000	0.01	1,000
77	Site Decommissioning	Sq. Ft.	100,000	0.01	1,000
78	Site Remediation	Sq. Ft.	100,000	0.01	1,000
79	Site Investigation	Sq. Ft.	100,000	0.01	1,000
80	Site Assessment	Sq. Ft.	100,000	0.01	1,000
81	Site Monitoring	Sq. Ft.	100,000	0.01	1,000
82	Site Reporting	Sq. Ft.	100,000	0.01	1,000
83	Site Planning	Sq. Ft.	100,000	0.01	1,000
84	Site Design	Sq. Ft.	100,000	0.01	1,000
85	Site Construction	Sq. Ft.	100,000	0.01	1,000
86	Site Operation	Sq. Ft.	100,000	0.01	1,000
87	Site Maintenance	Sq. Ft.	100,000	0.01	1,000
88	Site Decommissioning	Sq. Ft.	100,000	0.01	1,000
89	Site Remediation	Sq. Ft.	100,000	0.01	1,000
90	Site Investigation	Sq. Ft.	100,000	0.01	1,000
91	Site Assessment	Sq. Ft.	100,000	0.01	1,000
92	Site Monitoring	Sq. Ft.	100,000	0.01	1,000
93	Site Reporting	Sq. Ft.	100,000	0.01	1,000
94	Site Planning	Sq. Ft.	100,000	0.01	1,000
95	Site Design	Sq. Ft.	100,000	0.01	1,000
96	Site Construction	Sq. Ft.	100,000	0.01	1,000
97	Site Operation	Sq. Ft.	100,000	0.01	1,000
98	Site Maintenance	Sq. Ft.	100,000	0.01	1,000
99	Site Decommissioning	Sq. Ft.	100,000	0.01	1,000
100	Site Remediation	Sq. Ft.	100,000	0.01	1,000



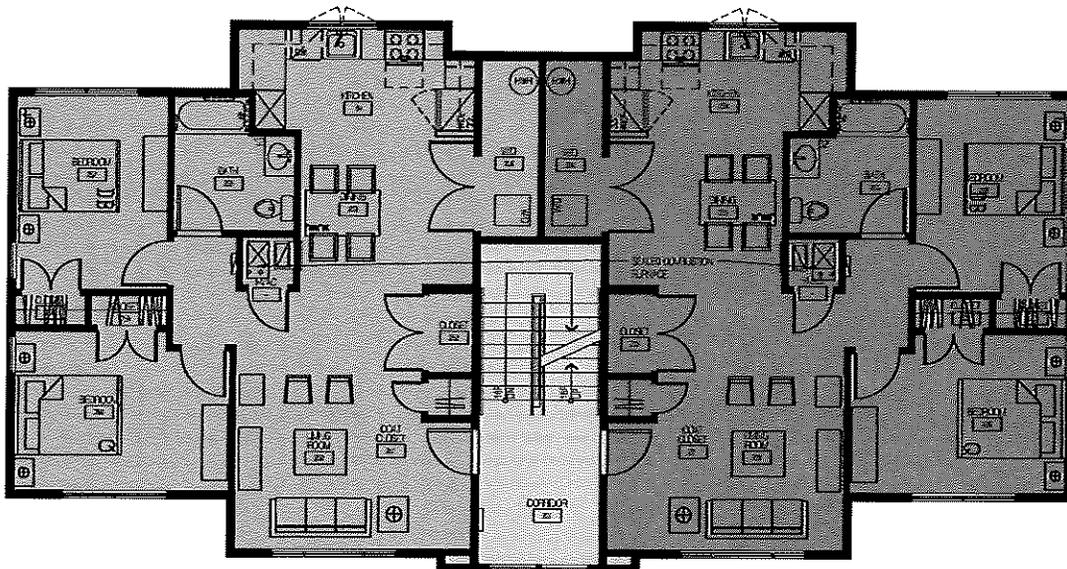




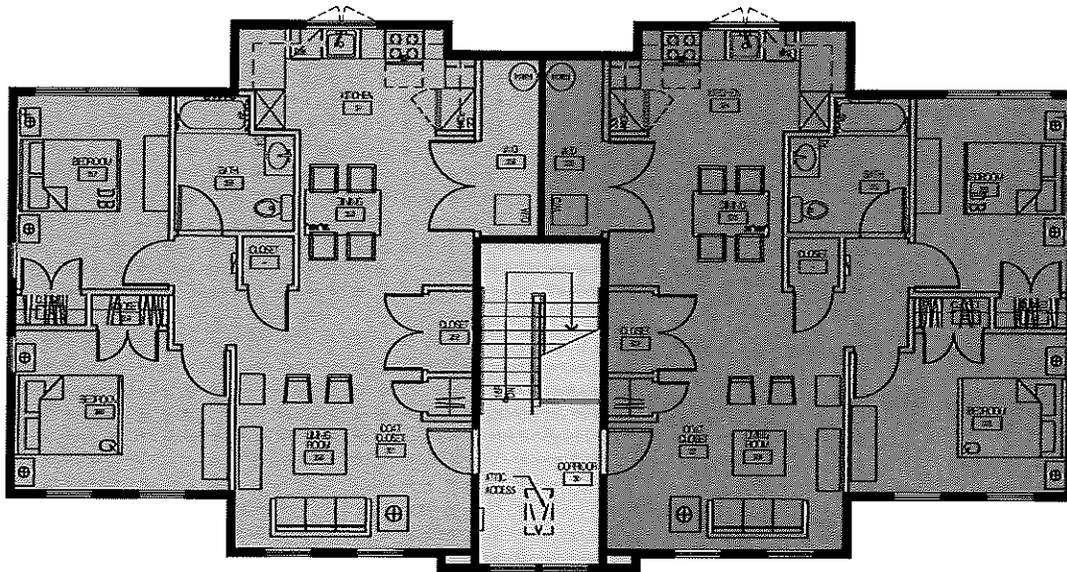
FAR HILLS AFFORDABLE HOUSING  
FRONT ELEVATION      OPTION 2.1 - 3/1/24



FLEMINGTON AFFORDABLE HOUSING  
FIRST FLOOR PLAN      OPTION 2.1 - 3/1/24



FLEMINGTON AFFORDABLE HOUSING  
SECOND FLOOR PLAN    OPTION 2.1 - 3/1/24



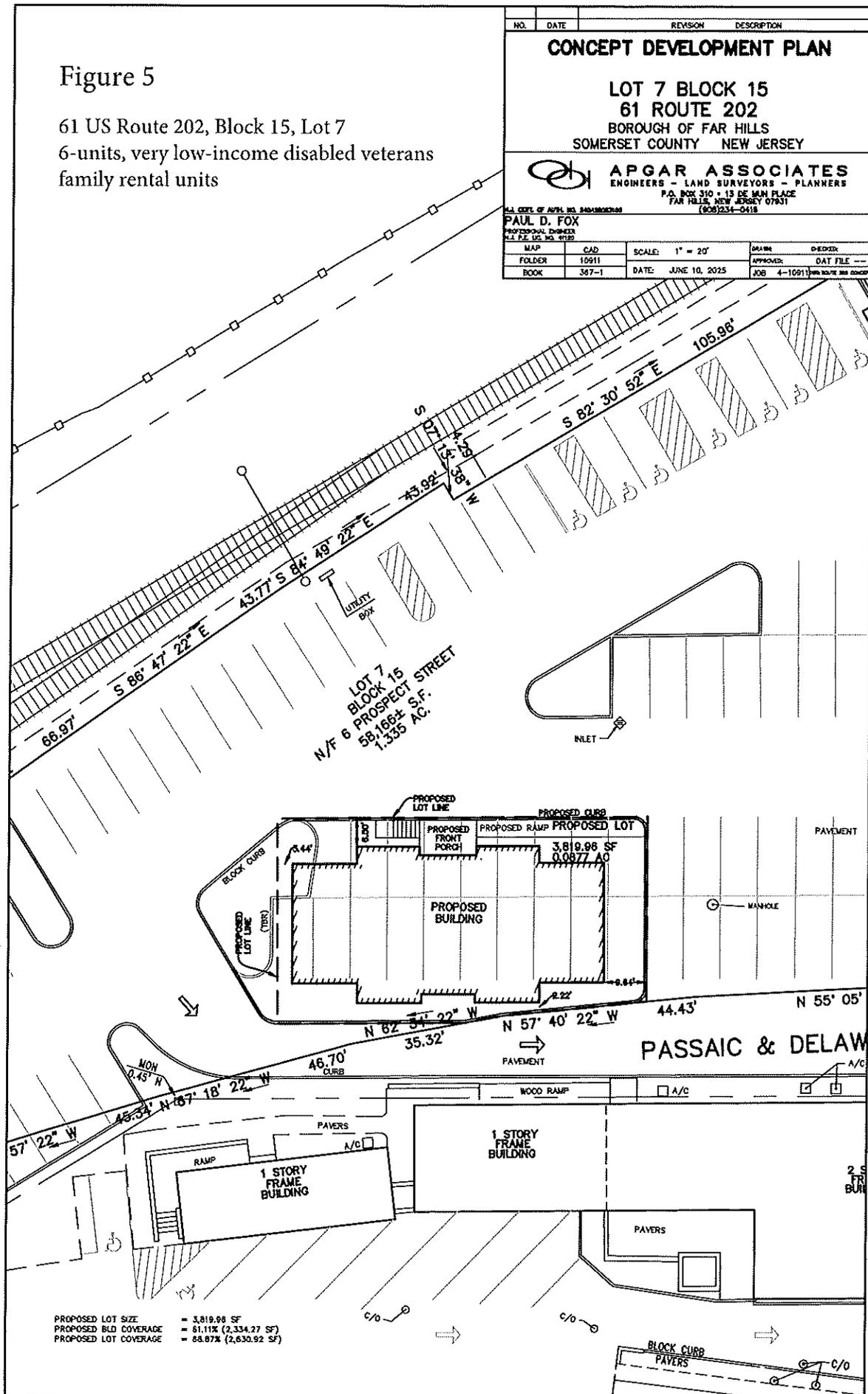
-HVAC IN ATTIC

FLEMINGTON AFFORDABLE HOUSING  
THIRD FLOOR PLAN      OPTION 2.1 - 3/1/24

Figure 5

61 US Route 202, Block 15, Lot 7  
 6-units, very low-income disabled veterans  
 family rental units

NO.	DATE	REVISION	DESCRIPTION
<b>CONCEPT DEVELOPMENT PLAN</b>			
<b>LOT 7 BLOCK 15</b> <b>61 ROUTE 202</b> BOROUGH OF FAR HILLS SOMERSET COUNTY NEW JERSEY			
 <b>APGAR ASSOCIATES</b> ENGINEERS - LAND SURVEYORS - PLANNERS P.O. BOX 310 • 13 DE WAIN PLACE FAR HILLS, NEW JERSEY 07831 (908)234-0418			
ALL COPIES OF THIS PLAN SHALL BE IDENTICAL PAUL D. FOX PROFESSIONAL ENGINEER N.E. P.E. NO. 3102			
MAP	CAD	SCALE: 1" = 20'	DRAWN
FOLDER	10911	DATE: JUNE 10, 2025	APPROVED: DAT FILE
BOOK	367-1		JOB 4-10911



PROPOSED LOT SIZE = 3,819.98 SF  
 PROPOSED BLD COVERAGE = 61.11% (2,334.27 SF)  
 PROPOSED LOT COVERAGE = 88.87% (2,630.92 SF)

**BOROUGH OF FAR HILLS  
RESOLUTION 25-132  
INTENT TO BOND  
OR TAKE SUCH OTHER STEPS AS MAY BE NECESSARY  
TO FULLY FUND THE BOROUGH OF FAR HILLS  
HOUSING ELEMENT AND FAIR SHARE PLAN**

**WHEREAS**, the New Jersey Department of Community Affairs (DCA) issued a report wherein it assigned the Borough a Present Need obligation of zero and a Round 4 prospective need of 41; and

**WHEREAS**, the Housing Element and Fair Share Plan approved by the Court for the third housing cycle has a ten unit deficit as a result of the accessory apartment program not generating any affordable housing; and

**WHEREAS**, as a result of the foregoing, the Borough has planned to address a fair share of 51; and

**WHEREAS**, on June 23, 2025 the Borough of Far Hills Planning Board adopted a Housing Element and Fair Share Plan (hereinafter "HEFSP"), which fully addressed a fair share of 51; and

**WHEREAS**, on June 23, 2025 the Borough of Far Hills endorsed the Housing Element and Fair Share Plan adopted by its Planning Board; and

**WHEREAS**, the HEFSP addresses a fair share of 51 through various compliance techniques that cost money to implement; and

**WHEREAS**, the Borough understands that if it intends to rely on a compliance technique that cost money, it must have a plan to pay for it; and

**WHEREAS**, the Borough does have such a plan; and

**WHEREAS**, more specifically, the Borough is seeking to satisfy a portion of its obligation with projects that are 100 percent affordable; and

**WHEREAS**, in addition, the Borough is seeking to satisfy 25 units of its obligation by extending deed restrictions on existing units and has adopted a resolution committing to pay certain monies in accordance with applicable law; and

**WHEREAS**, in addition, the Borough proposes to pay for the cost of implementing its HEFSP through its trust fund; and

**WHEREAS**, the Borough anticipates that the 100 percent affordable housing developer will be able to secure sufficient monies from non-municipal sources and the Borough will seek to facilitate the Developer from securing funding from all applicable non-municipal sources; and

**WHEREAS**, in addition, the Borough anticipates receiving fees from residential and non-residential developers to be deposited into its trust fund which will result in updating the Spending Plan included in the package of documents appended to the Housing Element and Fair Share Plan; and

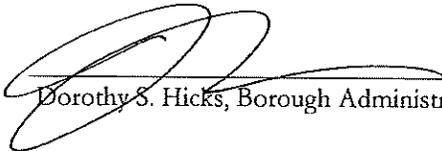
**WHEREAS**, in the event there is still a shortfall in funding despite all the measures described above, the Borough is committed to provide sufficient funds to address the shortfall through bonding or some other lawful means.

**NOW THEREFORE BE IT RESOLVED** by the Mayor and Council of the Borough of Far Hills, Somerset County, that the Borough will implement all the measures set forth above and that, in the event, there is still a shortfall needed to fully fund its HEFSP, the Borough shall bond or take such lawful measures as it deems appropriate to cover any shortfall in funding; and

**BE IT FURTHER RESOLVED** that the Borough may repay debt through future collections of development fees, as such funds become available.

**BE IT FURTHER RESOLVED** that the Mayor and Borough Clerk are authorized and designated to execute any and all necessary documents in order to implement the intent of this Resolution.

I certify this is a true and exact copy  
of a resolution adopted by the  
Far Hills Borough Council on 6/23/2025.

  
Dorothy S. Hicks, Borough Administrator/Clerk

12437

THIS DEED, made the 2<sup>nd</sup> day of DECEMBER, in the year Nineteen Hundred and Fifty-nine, between THE DELAWARE, LACKAWANNA AND WESTERN RAILROAD COMPANY, a corporation of the Commonwealth of Pennsylvania, having its office and principal place of business at 140 Cedar Street, in the City, County and State of New York, hereinafter known as the "Grantor", and Borough of Far Hills, a municipal corporation of the State of New Jersey, in the County of Somerset and State of New Jersey, hereinafter known as the "Grantee",

WITNESSETH, that in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration in hand paid, the receipt whereof is hereby acknowledged, the Grantor does grant and convey unto the Grantee, its successors and assigns forever,

12/21/59

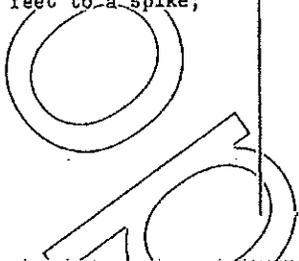
ALL that certain lot, tract or parcel of land and premises, lying and being in the Borough of Far Hills, County of Somerset, and State of New Jersey, bounded and described as follows:

BEGINNING at the intersection of the second course described in the Second Tract in a deed from Henry M. DeMunn and Martha A. DeMunn, his wife, to The Passaic and Delaware Extension Railroad Company dated May 8, 1890 and recorded in the Somerset County Clerk's Office on May 15, 1890 in Book 2 No. 6 of Deeds for said County at page 43, etc., with the northwesterly line of New Jersey State Highway Route 202 (32), said highway leading from Bernardsville to Bedminster and said beginning point also marking the most southerly corner of the tract herein described; thence

(1) North 49 degrees 24 minutes East along the northwesterly line of said highway 295.05 feet to a spike set in the southerly line of the platform which is situate easterly of the Far Hills passenger station of The Delaware, Lackawanna and Western Railroad Company; thence

(2) North 72 degrees 01 minute West along the southerly line of said platform 113.28 feet to a spike; thence

(3) South 18 degrees 07 minutes West along the easterly line of said platform 51.49 feet to a spike; thence



BOOK 957 PAGE 596

-2-

(4) North 71 degrees 48 minutes West along the southerly line of the platform which is situate southerly of said station 97.95 feet to a spike; thence

(5) North 18 degrees 32 minutes East along the westerly line of the platform which is situate westerly of said station 51.61 feet to a spike; thence

(6) North 71 degrees 48 minutes 30 seconds West along the southerly line of said westerly platform 105.96 feet to an iron pipe; thence

(7) North 17 degrees 56 minutes East along the westerly end of said platform 4.29 feet to a spike set in the northerly side of a flagstone curb; thence

(8) North 74 degrees 07 minutes West along the northerly side of said curb 43.92 feet to an iron pipe; thence

(9) North 76 degrees 05 minutes West still along the northerly side of said curb 43.77 feet to an iron pipe; thence

(10) North 76 degrees 48 minutes West still along the northerly side of said curb 66.97 feet to an iron pipe; thence

(11) North 83 degrees 09 minutes 30 seconds West 27.19 feet to an iron pipe; thence

(12) North 71 degrees 14 minutes 30 seconds West in part along the southerly line of the platform which is situate easterly of the Far Hills freight house of The Delaware, Lackawanna and Western Railroad Company 42.60 feet to a point marking the northeasterly corner of said freight house; thence

(13) South 18 degrees 12 minutes West along the easterly line of said freight house and the projection thereof 53.66 feet to an iron pipe, said point being 8.5 feet measured northeasterly from and at right angles to the center line of a spur or industrial railroad siding; thence the following seven courses all being 8.5 feet measured northeasterly from and at right angles to the centerline of said spur or industrial railroad siding.

(14) South 67 degrees 06 minutes East 23.34 feet to an iron pipe; thence

(15) South 61 degrees 58 minutes East 29.26 feet to an iron pipe; thence

(16) South 58 degrees 15 minutes East 45.34 feet to an iron; thence

(17) South 56 degrees 36 minutes East 46.70 feet to an iron; thence

(18) South 51 degrees 52 minutes East 35.32 feet to an iron; thence

(19) South 46 degrees 58 minutes East 44.43 feet to an iron pipe; thence

(20) South 44 degrees 23 minutes 30 seconds East 89.91 feet to an iron pipe; thence

(21) South 48 degrees 15 minutes West 27.01 feet to an iron pipe set in the second course of the Second Tract in said deed from Henry M. DeMunn and his wife dated May 8, 1890; thence

(22) South 41 degrees 45 minutes East along the second course of the Second Tract in said deed from Henry M. DeMunn and his wife dated May 8, 1890 and lands now or formerly of Clifford Goes 122.99 feet to the point or place of BEGINNING.

Containing 1.497 Acres of Land more or less.

Excepting and reserving such existing facilities of the Grantor as are located in whole or in part within the bounds of the premises (including, without limitation: utility lines; the catenary structure, including the foundation; and the foundation and footings of the freight house); together with permanent easements exercisable by the Grantor, its successors and assigns, or with its or their permission, by the lessees and licensees thereof, in, on, over, under and across the premises, for the purpose of maintaining, operating, using, repairing, renewing, and replacing said facilities in their present locations, or in such other locations as may be agreed upon. Any easements retained by the Grantor pursuant to this paragraph shall be exercised in such manner as to cause the least inconvenience to the Grantee, but as to provide reasonable access for the Grantor, and shall expire when it is conveniently possible for the Grantor to remove the facilities.

Excepting also such structures and facilities located upon the premises as are not owned by the Grantor.

Reserving unto the Grantor, for itself and its successors and assigns, and, with its or their permission, for the licensees, invitees and patrons thereof, a right of free and unobstructed access, on foot or by vehicle, over and across the premises between State Highway Route No. 32 and premises of the Grantor, its successors and assigns, adjoining the fourth, twelfth, and thirteenth courses hereinabove described. In the event the Grantor shall at any time discontinue operation of a railroad on adjoining premises, the rights reserved to the Grantor in and by this paragraph shall terminate, except that if the Grantor shall then own the land adjoining said fourth, twelfth, and thirteenth courses hereinabove described or any of said courses, in its sole discretion, it shall have by notifying the Grantee in writing, a right of access to the land adjoining said fourth and/or thirteenth courses by means of a roadway not less than 20 feet in width, the location of which shall be selected by the Grantee and the Grantor in such a manner as to cause the least inconvenience to the Grantee, but as to provide reasonable access for the Grantor.

BOOK 957 PAGE 598

Reserving also unto the Grantor, for itself and its successors and assigns, and, with its or their permission, for the licensees, invitees and patrons thereof, for so long as a railroad is operated on lands adjoining the premises, a right to load and unload vehicles (including, without limitation, express, baggage, mail and maintenance trucks and passenger vehicles) in, upon, along, across and over that portion of the premises which lies in front of and immediately adjoining said fourth and twelfth courses hereinabove described.

The rights reserved in the two paragraphs last set forth shall not apply to that portion of the premises containing 5000 square feet, having a frontage on State Highway Route No. 32 of fifty (50) feet and a depth along the twenty-second course hereinabove described of one hundred (100) feet.

The Grantee, for itself, its successors and assigns, by the acceptance of this deed covenants and agrees to and with the Grantor, its successors and assigns, that:

(1) this conveyance does not include any right or easement, express or implied, in any other land or premises now owned by the Grantor;

(2) so long as railroad passenger service is operated on adjoining premises, neither the Grantee, nor its successors or assigns, shall or will use or permit the premises, or any part thereof, to be used for any purpose other than as the site for the existing one-story frame building and for the public parking of vehicles and uses normally incidental thereto, provided, however, that: (a) neither the Grantee, nor its successors or assigns, shall or will use or permit the premises to be used in such manner as to prevent or obstruct the free and unrestricted exercise and enjoyment of the reservations hereinabove set forth; and (b) the restriction set forth in this paragraph shall not apply to that portion of the premises containing 5000 square feet, having a frontage on State Highway Route No. 32 of fifty (50) feet and a depth along the twenty-second course hereinabove described of one hundred (100) feet;

(3) so long as a railroad is operated on lands adjoining the premises, the Grantee, its successors and assigns, shall prohibit, and enforce prohibition of, parking of vehicles in front of and immediately adjoining said fourth and thirteenth courses hereinabove described;

(4) so long as the premises shall be used for the public parking of vehicles (but in no event beyond the date of cessation of the use of the Grantor's adjoining tracks), the Grantee, its successors and assigns, at its or their sole cost and expense, and subject to the approval of the chief engineering officer of the Grantor, its successors or assigns, or his duly authorized representative, shall construct, maintain, repair and renew on the eighth through the eleventh courses, inclusive, and, on the fourteenth through the twentieth courses, inclusive, hereinabove described for their full length, a curb or other suitable barrier adequate to prevent vehicles from approaching the tracks on adjoining land owned by the Grantor; and

(5) the covenants herein contained are declared to be and shall be covenants attached to and running with the land.

DL&W-N.J.-B&S

Office of the  
Recorder of Deeds

TO HAVE AND TO HOLD said premises with the appurtenances unto the Grantee, its successors and assigns forever.

IN WITNESS WHEREOF, the Grantor has caused these presents to be subscribed by its President and its corporate seal to be affixed and attested by its Secretary, the day and year first above written.

THE DELAWARE, LACKAWANNA AND WESTERN RAILROAD COMPANY

BY

*P. M. Shoemaker*

PRESIDENT  
P. M. Shoemaker

ATTEST:  
J. G. Cunningham  
SECRETARY

J. G. Cunningham



BOOK 957 PAGE 600  
DI&W-N.J.

STATE OF NEW YORK )  
                          ) SS.:  
COUNTY OF NEW YORK )

BE IT REMEMBERED, that on this 2<sup>nd</sup> day of  
~~DECEMBER~~ , 1959 before me, the subscriber, an  
ATTORNEY AT LAW OF NEW JERSEY

personally appeared J. G. CUNNINGHAM , who, being  
by me duly sworn on his oath, says that he is  
Secretary of THE DELAWARE, LACKAWANNA AND WESTERN RAILROAD  
COMPANY, the Grantor named in the foregoing instrument;  
that he well knows the corporate seal of said corporation;  
that the seal affixed to said instrument is the proper  
corporate seal of said corporation; and the said seal was  
so affixed and the said instrument signed and delivered  
by P. M. SHOEMAKER , who was at the date thereof

President of said corporation, in the presence of  
this deponent, and said President, at the same time,  
acknowledged that he signed, sealed and delivered the  
same as his voluntary act and deed, and as the voluntary  
act and deed of said corporation, by virtue of authority  
from its Board of Managers, and that deponent, at the  
same time, subscribed his name to said instrument as an  
attesting witness to the execution thereof.

*J. G. Cunningham*  
\_\_\_\_\_  
J. G. Cunningham

Subscribed and sworn to  
before me at New York,  
N. Y., the date aforesaid.

*Richard B. Wachenfeld*  
\_\_\_\_\_  
AN ATTORNEY AT LAW  
OF NEW JERSEY  
Richard B. Wachenfeld

RECORDED

DEC 18 11 27 AM '59

SOMERSET COUNTY  
CLERK'S OFFICE  
ROBERT S. HERDEM  
CLERK

104 - DEED - BARGAIN AND SALE (Covered by Grantor's Acts) CORP TO IND OR CORP. - P

Copyright © 1992 By ALL-STATE LEGAL SUPPLY CO. Commerce Drive, Cranford, N.J. 07016

A J G R V S T - 1

2

# DEED

This Deed is made on December 29<sup>th</sup>, 19 82

BETWEEN THE BOROUGH OF FAR HILLS in the County of Somerset

a municipal Corporation of the state of New Jersey having its principal office at Prospect Street, Far Hills, New Jersey 07931 referred to as the Grantor,

AND 'ANTHONY NERVINE, JR. and 'MARY LYNN NERVINE, husband and wife

whose post office address is Cooper Lane, Chester, New Jersey 07930 referred to as the Grantee.

**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 FORTY ONE THOUSAND EIGHT HUNDRED TWENTY TWO and 00/100 (\$41,822.00) DOLLARS-----  
The Grantor acknowledges receipt of this money.

**Tax Map Reference.** (N.J.S.A. 46:15-2.1) Municipality of Far Hills  
Block No. 15 Lot No. 8 Account No.  
 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 Borough of Far Hills County of Somerset and State of New Jersey. The legal description is:

BEGINNING at a point in the northwesterly sideline of New Jersey State Highway Route 202 in line of lands of formerly Henry M. DeMunn, said point being the southwest corner of herein described tract and being the beginning point as described in a deed of conveyance from the Delaware, Lackawanna and Western Railroad Company to the Borough of Far Hills, recorded in the Somerset County Clerk's Office on December 18, 1959 in Book of Deeds 957, page 595 etc, and running thence partially along the first course of said deed and along aforementioned northwesterly sideline of Route 202.

- (1) North 49° 24' East 82.00 feet to a point, thence the two following courses along line of lands being retained by the Borough of Far Hills
- (2) North 40° 24' 06" West 84.98 feet to a point; thence
- (3) South 49° 24' West 84.00 feet to a point in line of lands of formerly Henry M. DeMunn; thence along same
- (4) South 41° 45' East 85.00 feet to the point and place of BEGINNING.

SUBJECT however to a 23' wide right of way, the same being bounded on the southeast by the second course of the within tract and running parallel to the second course of the within tract, from the line of the first course to the line of the third course, to be used by the public for ingress and egress to lands retained by the Borough of Far Hills and now used as a parking lot, the Grantor herein reserving the right to pave and otherwise enter and maintain said right of way area without notice or permission of the Grantee or his assigns.

The Grantee herein agrees for himself and his assigns not to destroy or modify the presently existing curb and grassed area lying along the third course of the within tract, which forms a buffer to the Grantor's parking lot, without first obtaining written approval from the Grantor or its assigns.

COUNTY OF SOMERSET  
CONSIDERATION \$41,822.00  
REALTY TRANSFER FEE \$4,917.17  
DATE 1-3-83 BY P.P.W.

1578

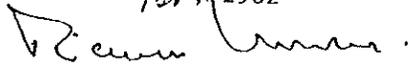
15/8/82

Said tract being SUBJECT TO a 20 foot wide Sanitary Sewer Easement, being more particularly described as follows:

DESCRIPTION of a 20 foot wide SANITARY SEWER EASEMENT on Lot 8-1 in Block 15, all situate, lying and being in the Borough of Far Hills, in the County of Somerset and in the State of New Jersey, the center-line of said easement BEGINNING at a point in the northerly right-of-way line of Route 202, said point being 30 feet distant from the most southerly property corner of said Lot 8-1, and running North  $9^{\circ} 14' 47''$  East 68.23 feet to a point in the easterly property line of said Lot 8-1, said point being 44.0 feet from the intersection of said property line with aforementioned northerly right-of-way line of Route 202.

ALL according to a survey prepared by the office of Associated Consultants Engineers and Land Surveyors, Perry Street, Chester, New Jersey, November 1982.

APPROVED as a  
Minor Subdivision  
by the Far Hills  
Planning Board  
November 1st, 1982



Richard Herold,  
Chairman, Far Hills  
Planning Board

# Exhibit D

EXPLANATION: The purpose of this ordinance is to amend the Borough's Redevelopment Plan ordinance and the Section 710 of the Land Management ordinance with provisions to facilitate affordable housing development to address Far Hills Borough's Round Four (2025-2035) affordable housing obligation and consistent with the Borough's June 23, 2025, Housing Plan Element and Fair Share Plan.

**BOROUGH OF FAR HILLS  
ORDINANCE NO. 2025-09**

AN ORDINANCE AMENDING AND SUPPLEMENTING ORDINANCE NO. 2024-15 ENTITLED "REDEVELOPMENT PLAN FOR BLOCK 101, LOT 1, PORTION, BLOCK 12, LOT 1, BLOCK 12, LOT 2, BLOCK 13, LOT 10, BLOCK 13, LOT 11, BLOCK 13, LOT 12, BLOCK 14, LOT 1, BLOCK 14, LOT 2, BLOCK 14, LOT 3, BLOCK 14, LOT 4, BLOCK 14, LOT 5, BLOCK 14, LOT 6, BLOCK 15, LOT 1.01, BLOCK 15, LOT 1.02, BLOCK 15, LOT 2, BLOCK 15, LOT 3, BLOCK 15, LOT 4, BLOCK 15, LOT 5, BLOCK 15, LOT 6, BLOCK 15, LOT 7, BLOCK 15, LOT 8 IN THE BOROUGH OF FAR HILLS, SOMERSET COUNTY, NEW JERSEY," ADOPTED ON OCTOBER 15, 2024; AND AMENDING AND SUPPLEMENTING AN ORDINANCE ENTITLED "LAND MANAGEMENT BOROUGH OF FAR HILLS, SOMERSET COUNTY" ADOPTED DECEMBER 28, 1989 AND THEREAFTER AMENDED

**WHEREAS**, in recognition of the Far Hills Borough's Round Four 2025-2035 affordable housing obligations (Round Four obligations), and to facilitate municipally-sponsored affordable housing development identified in the Borough's 2025 Housing Plan Element and Fair Share Plan (2025 Housing Plan), the Borough of Far Hills is desirous of amending Ordinance No. 2024-09 entitled "Redevelopment Plan For Block 101, Lot 1, portion, Block 12, Lot 1, Block 12, Lot 2, Block 13, Lot 10, Block 13, Lot 11, Block 13, Lot 12, Block 14, Lot 1, Block 14, Lot 2, Block 14, Lot 3, Block 14, Lot 4, Block 14, Lot 5, Block 14, Lot 6, Block 15, Lot 1.01, Block 15, Lot 1.02, Block 15, Lot 2, Block 15, Lot 3, Block 15, Lot 4, Block 15, Lot 5, Block 15, Lot 6, Block 15, Lot 7, Block 15, Lot 8 in the Borough of Far Hills, Somerset County, New Jersey" (hereinafter "Redevelopment Plan"), and to permit municipally-sponsored housing in the Redevelopment Area, and

**WHEREAS**, in recognition of the Borough's Round Four obligations, the Borough is desirous of minimizing time, expense and delay related to the development of affordable housing in existing buildings capable of being converted from market-rate housing to affordable housing in furtherance of the Borough's 2025 Housing Plan affordable housing objectives, the Borough is desirous of amending development standards in the NO-Neighborhood mixed use zoning district;

**NOW, THEREFORE, BE IT ORDAINED**, as follows:

**Section 1. Ordinance No. 2024-15**, entitled "Redevelopment Plan For Block 101, Lot 1, portion, Block 12, Lot 1, Block 12, Lot 2, Block 13, Lot 10, Block 13, Lot 11, Block 13, Lot 12, Block 14, Lot 1, Block 14, Lot 2, Block 14, Lot 3, Block 14, Lot 4, Block 14, Lot 5, Block 14, Lot 6, Block 15, Lot 1.01, Block 15, Lot 1.02, Block 15, Lot 2, Block 15, Lot 3, Block 15, Lot 4, Block 15, Lot 5, Block 15, Lot 6, Block 15, Lot 7, Block 15, Lot 8 in the Borough of Far Hills, Somerset County, New Jersey" adopted October 15, 2024, is hereby further amended and supplemented by inserting the following

new Section entitled “Affordable Housing Redevelopment” on page 6 following “b.6.” of the subsection entitled “Adaptive Reuse Requirements”, to read, as follows:

### **Affordable Housing Redevelopment**

- a. Affordable Housing shall be permitted anywhere in the Redevelopment Area, subject to the following:
  1. Affordable housing may be for-sale or rental housing.
  2. Affordable housing may be single-family detached, two-family attached, multi-family, or mixed use in any combination of uses authorized by the Borough Council.
  3. Affordability controls of at least forty (40) years shall be required for each affordable unit unless a lesser term of affordability control is authorized by statute or regulation or affordable housing project funding agency.
  4. The number of affordable units, the location of buildings, building setbacks, height and lot size shall be as determined by the Borough Council.
  5. The construction or rehabilitation of buildings containing affordable housing units may be authorized by the Far Hills Borough Council with or without a Redevelopment Agreement between the Borough and the affordable housing developer.
  6. These provisions shall supersede all underlying zoning provisions for the lot upon which affordable units may be constructed.
  7. There shall be no minimum lot size, minimum front yard, minimum side yard, minimum rear yard, maximum building height or maximum building coverage limit for an affordable housing development authorized by Borough Council.

**Section 2.** Article VII-District Regulations, Section 710. B. Principal Permitted Uses of an ordinance entitled “Land Management, Borough of Far Hills, Somerset County” adopted December 28, 1989” and thereafter amended, is hereby supplemented and amended by adding the following new Subsection 710.B. 4, to read, as follows:

4. Municipally sponsored affordable housing in a one-, two-, or three-family dwelling, that may or may not include mixed use residential, commercial, office uses (not including food stores or restaurants).
  - a. The use is limited to a lot of record and a building in existence as of the date of the adoption of this chapter.
  - b. There is no change to the exterior footprint of the building.
  - c. Exterior changes to the building and the site are limited to cosmetic changes, parking, landscaping enhancements, and accessory structures.
  - d. Existing non-conforming setbacks may be continued without the need for setback variances.
  - e. No non-conforming setback adjoining the property line of an existing single-family dwelling shall be extended.

**Section 3.** If any article, section, subsection, sentence, clause or phrase of this Ordinance is, for any reason, held to be unconstitutional or invalid, such decision shall not affect the remaining portions of this Ordinance and they shall remain in full force and effect.

**Section 4.** In the event of any inconsistencies between the provisions of this Ordinance and any prior ordinance of the Borough of Far Hills, the provisions hereof shall be determined to govern, and the inconsistencies of the prior ordinance are hereby repealed. All other parts, portions and provisions of the Ordinances of the Borough of Far Hills are hereby ratified and confirmed, except where inconsistent with the terms hereof.

**Section 5.** The Borough Clerk is directed to give notice at least ten (10) days prior to a hearing on the adoption of this ordinance to the Somerset County Planning Board and to all other persons entitled thereto pursuant to N.J.S.A. 40:55D-15, and N.J.S.A. 40:55D-63 (if required).

**Section 6.** After introduction, the Borough Clerk is hereby directed to submit a copy of the within Ordinance to the Planning Board of the Borough of Far Hills for its review in accordance with N.J.S.A. 40A:12A-6(e), N.J.S.A. 40:55D-26 and N.J.S.A. 40:55D-64. The Planning Board is directed to make and transmit to the Borough Council, within 35 days after referral, a report including identification of any provisions in the proposed ordinance which are inconsistent with the master plan and recommendations concerning any inconsistencies and any other matter as the Board deems appropriate.

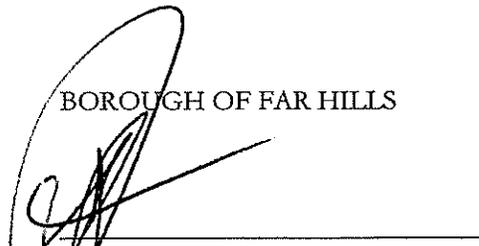
**Section 7.** Within five (5) days after its adoption by the Council, this Ordinance shall be presented to the Mayor for his approval and signature, which approval shall be granted or denied within ten (10) days of receipt of same, pursuant to N.J.S.A. 40A:60-5(d). If the Mayor fails to return this Ordinance with either his approval or objection to same within ten (10) days after it has been presented to him, then this Ordinance shall be deemed approved.

**Section 8.** This Ordinance shall take effect immediately upon (1) adoption; (2) approval by the Mayor pursuant to N.J.S.A. 40A:60-5(d); (3) publication in accordance with the laws of the State of New Jersey; and (4) filing of the final form of adopted ordinance by the Clerk with (a) the Somerset County Planning Board pursuant to N.J.S.A. 40:SSD-16, and (b) the Borough Tax Assessor as required by N.J.S.A. 40:49-2.1.

Introduced: ~~July 28, 2025~~ Carried to August 11, 2025 meeting  
Introduced: August 11, 2025  
Published: August 15, 2025  
Adopted: September 8, 2025  
Published: September 12, 2025

ATTEST:

  
Dorothy S. Hicks  
Administrator/Clerk

BOROUGH OF FAR HILLS  
  
Peter J. Coccoziello, Jr.  
Council President

**BOROUGH OF FAR HILLS  
ORDINANCE NO. 2025-11**

AN ORDINANCE OF THE BOROUGH OF FAR HILLS APPROPRIATING \$300,000.00 FROM THE CAPITAL IMPROVEMENT FUND TO THE BOROUGH'S AFFORDABLE HOUSING TRUST FUND FOR THE DEVELOPMENT OF AFFORDABLE HOUSING UNITS

**WHEREAS**, on March 20, 2024, Governor Phil Murphy signed into law P.L. 2024, c. 2, which amended the 1985 New Jersey Fair Housing Act ("Amended FHA"); and in accordance with the Amended FHA, the Borough filed a timely Round 4 Declaratory Judgment Action ("Declaratory Action") with the Affordable Housing Dispute Resolution Program ("Program") on January 30, 2025; and the Borough has diligently worked to formulate a Housing Element and Fair Share Plan for Round 4 to address its obligations as set forth in the Declaratory Action; and those efforts culminated in the preparation of a Housing Element and Fair Share Plan for Round 4 that was the subject of a duly noticed public hearing on June 23, 2025; and at this hearing, the Planning Board of the Borough of Far Hills ("Planning Board") adopted the aforementioned Housing Element and Fair Share Plan for Round 4 ("Affordable Housing Plan"), which the Mayor and Borough Council endorsed at its June 23, 2025 public meeting following adoption by the Planning Board; and the Borough filed the Affordable Housing Plan with the Program in the Declaratory Action and seeks approval of said Affordable Housing Plan; and

**WHEREAS**, in connection with seeking approval of the Borough's Affordable Housing Plan, the Borough has negotiated an Affordable Housing Agreement with William Hotz Development Group, Inc. ("Hotz"), for the renovation of two (2) affordable family rental income-restricted units on property identified as Block 13, Lot 1, located at 12 Peapack Road ("Hotz Site"); and

**WHEREAS**, pursuant to the terms of the Affordable Housing Agreement, as may be amended, this is a 100% affordable housing development, with no residential market rate units included to off-set the costs of the development and maintenance of the affordable units; therefore the Borough and Hotz negotiated a subsidy payment from the Borough in the amount of Three Hundred Thousand and 00/100 (\$300,000.00) dollars; which is to be paid in three (3) installments of One Hundred Thousand and 00/100 (\$100,000.00) each. The first installment will be made upon the issuance of a Construction Permit for two (2) affordable family rental units. The second installment will be made upon the issuance of a Temporary or Permanent Certificate of Occupancy, whichever occurs first, for the two (2) affordable family rental units, and the third installment on the first anniversary date of the Permanent Certificate of Occupancy; subject to the Affordable Housing Agreement being authorized by the Borough Council of the Borough of Far Hills; and

**WHEREAS**, this affordable housing contribution will go towards the physical renovation of affordable housing units on the Properties in connection with the Borough's Affordable Housing Plan; and

**WHEREAS**, the Mayor and Borough Council of the Borough of Far Hills hereby find it to be the best interest of the Borough to authorize the appropriation of \$300,000.00 from its Capital Improvement Fund to the Borough's Affordable Housing Trust Fund in order to make the three installments to Hotz for the affordable housing capital projects in compliance with the Affordable Housing Agreement, as may be amended.

**NOW, THEREFORE, BE IT ORDAINED** by the Mayor and Borough Council of the Borough of Far Hills, in the County of Somerset, State of New Jersey, that the sum of \$300,000.00 is hereby appropriated from the Capital Improvement Fund for the development of affordable housing units, through the transfer of said funds to the Borough's Affordable Housing Trust Fund, which will thereafter be authorized and issued to William Hotz Development Group, Inc., or other authorized successor or assign, pursuant to the terms of the Affordable Housing Agreement.

**BE IT FURTHER ORDAINED** that the capital budget or temporary capital budget of the Borough is hereby amended to conform with the provisions of this ordinance to the extent of any inconsistency herewith and the resolutions promulgated by the Local Finance Board showing all detail of the amended capital budget or temporary capital budget and capital program as approved by the Director, Division of Local Government Services, are on file with the Borough Clerk and are available for public inspection.

**BE IT FURTHER ORDAINED** that the period of usefulness of the capital projects are in excess of the five (5) year statutory requirement, and that no debt shall be incurred by the Borough for this authorization.

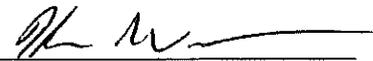
**BE IT FURTHER ORDAINED**, that this Ordinance shall take effect immediately upon (1) adoption; (2) approval by the Mayor pursuant to N.J.S.A. 40A:60-5(d); and (3) publication in accordance with the laws of the State of New Jersey.

Introduced: August 25, 2025  
Published: August 29, 2025  
Adopted: September 8, 2025  
Published: September 12, 2025

ATTEST:

BOROUGH OF FAR HILLS

  
\_\_\_\_\_  
Dorothy S. Hicks  
Borough Administrator/Clerk

By:   
\_\_\_\_\_  
Kevin P. Welsh  
Mayor

# Exhibit E

# APPENDIX D

## Far Hills Affordable Housing - Hotz

### 12 Peapack Road

### Schedule

**Date:** June 10, 2025

	<b>Start Date</b>	<b>Finish Date</b>
<b>Project Approvals &amp; Permits:</b>		
Site Plan Preparation	July 1, 2025	July 29, 2025
Planning Board Submit Application	August 4, 2025	August 4, 2025
Planning Board Meeting & Approval	Septemeber 2, 2025	October 7, 2025
Resolution Compliance Review & Approval	October 8, 2025	December 12, 2025
<b>Final Approval</b>	<b>December 12, 2025</b>	
Architctural Plan Preparation	September 3, 2025	October 15, 2025
Building Permit Issuance	October 16, 2025	November 17, 2025
<b>Project Construction:</b>		
<b>Interior Construction Work:</b>		
Interior Demolition	November 18, 2025	December 9, 2025
Framing Work	December 10, 2025	December 29, 2025
Rough Plumbing	December 30, 2025	January 14, 2026
Rough Electrical Work	December 30, 2025	January 23, 2026
Insulation Work	January 26, 2026	Janauary 30, 2026
Drywall Work	February 2, 2026	March 3, 2026
Ceramic Tile Work	March 5, 2026	March 18, 2026
Doors & Trim Work	March 5, 2026	April 1, 2026
Kitchen Work	March 5, 2026	March 26, 2026
Painting Work	April 6, 2026	April 22, 2026
Finish Plumbing Work	March 18, 2026	March 26, 2026
Finish Electrical Work	March 4, 2026	April 15, 2026
<b>Exterior Construction Work:</b>		
Remove Existing Siding & Trim	March 2, 2026	March 13, 2026
Framing Work	March 16, 2026	March 30, 2026
Roofing Work	March 31, 2026	April 6, 2026
Installation of New Required Windows	March 31, 2026	April 8, 2026
Installation of New Siding & Trim	April 13, 2026	May 15, 2026
Finish Painting Work	May 18, 2026	May 26, 2026
<b>Site Work:</b>	April 6, 2026	April 23, 2026
<b>Final Certificate of Occupancy</b>	<b>June 10, 2026</b>	

**Far Hills Affordable Housing - Hotz  
 12 Peapack Road  
 Proforma Statement**

**Date: June 10, 2025**

	MONTHLY	YEARLY
<b>Income:</b>		
Aff. Apartment Low - 1 Unit	1,498.00	17,976.00
Aff. Apartment Mod - 1 Unit	1,843.00	22,116.00
Office - 1 unit	<u>900.00</u>	<u>10,800.00</u>
Gross Rent Potential	4,241.00	50,892.00
Vacancy Loss	<u>(84.82)</u>	<u>(1,017.84)</u>
<b>Total Income</b>	<b>4,156.18</b>	<b>49,874.16</b>
<b>Expenses:</b>		
Real Estate Taxes	500.00	6,000.00
Insurance	450.00	5,400.00
Utilities:		
Sewer	200.00	2,400.00
Water	200.00	2,400.00
Electric	100.00	1,200.00
Garbage Removal	200.00	2,400.00
Total Lanscaping/Snow	150.00	1,800.00
Repairs & Maintenance	250.00	3,000.00
General/Administrative	100.00	1,200.00
<b>Total Expense</b>	<u><b>2,150.00</b></u>	<u><b>25,800.00</b></u>
<b>Net Income</b>	<b>2,006.18</b>	<b>24,074.16</b>
<b>Net Value @ 5 CAP</b>		<b>\$ 481,483.20</b>

Raritan Valley Rental Apartments  
Borough of Far Hills, New Jersey

---

Proposal  
submitted to  
Raritan Valley Development Corp.  
(Owner)

June 11, 2025



## BACKGROUND

Raritan Valley Development Corp. (the "Owner"), whose mailing address is 10 Peapack Road, PO Box 955, Far Hills, NJ 07931, is developing nine (9) very low-, low- and moderate- income rental units (the "affordable units"), that are part of a multi-location inclusionary development, referred to here as Raritan Valley Apartments (the "Property"). The Property is located in the Borough of Far Hills, Somerset County, New Jersey (the "Borough") at the following sites: 3 Demun Place (2 units with 2 bedrooms each); 8-10 Peapack Road (2 units with 2 bedrooms each and 1 unit with 3 bedrooms); 46 Peapack Road (1 unit with 2 bedrooms and 1 unit with 3 bedrooms); and 12 Peapack Road (2 units, each with 2 bedrooms).

The affordable housing units are being developed to help the Municipality satisfy its affordable housing obligation under the New Jersey Fair Housing Act ("NJFHA"). As such, the Property will be regulated under the Uniform Housing Affordability Controls, N.J.A.C. 5:80-26.1 et seq. ("UHAC"), as well as other applicable state laws, local ordinances and court orders (hereafter, collectively referred to as the "Regulations"). Among other things, the Regulations govern the maximum rental rates and the maximum income limits of the renters, and the affirmative marketing of the affordable units.

The Owner is seeking an experienced, qualified firm to review and approve, on its behalf, the rental of the affordable units at the Property, the income qualifications of the applicants and the affirmative marketing of the Owner. By way of this document, Piazza & Associates, Inc. ("P&A"), an experienced firm that provides such affordable housing services, proposes to function as the Administrative Agent for the affordable housing units at the Property, pursuant to N.J.A.C. 5:80-26.14, and so to:

1. Assist in the implementation of the Affirmative Marketing Plan of the Borough with respect to the affordable housing units at the Property and in accordance with N.J.A.C. 5:80-26.15;
2. Certify all applicants of affordable housing according to COAH guidelines;
3. Establish and maintain affordability controls and enforcement powers, in compliance with U.H.A.C. regulations, set forth in N.J.A.C. 5:80-26.1 et seq.;
4. Prepare an Operating Manual for the Administration of Affordable Housing and Controls in accordance with N.J.A.C. 5:80-26.1 et seq.;
5. Provide annual reports to a designated authority as required; and
6. Establish and maintain a database of applicants for affordable housing and an application process.

Specifically, Piazza & Associates will provide the following services under this proposal.

### **A) Preliminary Application Services**

1. P&A will prepare a schedule of the initial rents, minimum incomes and maximum incomes by unit type for the affordable units.
2. P&A will draft the Affirmative Marketing Plan ("AMP") for adherence to the affirmative marketing Regulations.
3. P&A will develop a complete set of application documents, specifically designed to meet the requirements of the Regulations, including a Preliminary and Final Application for Affordable Housing and other such forms as may be required by the Regulations.
4. The print ads required by the AMP will be drafted by P&A and submitted to the Owner for review. The Owner will be responsible for placing the ads in the newspapers required by the AMP. One radio or television announcement is required by the Regulations. P&A will draft an announcement, which will be finalized by the Owner and placed by the Owner according to the AMP. P&A will mail a flyer size version of the print ad, together with a cover letter and Preliminary Application to all of the agencies and community groups required by the AMP.
5. P&A will make applications available through the New Jersey Housing Resource Center ([www.NJHRC.gov](http://www.NJHRC.gov)), for direct downloading on its own website ([www.HousingQuest.com](http://www.HousingQuest.com)), at the Borough municipal building and other such places as may be required. It will mail Preliminary Applications upon request, and answer questions, via telephone and e-mail, as needed.
6. To facilitate this process, P&A will use the email address: [FarHills@HousingQuest.com](mailto:FarHills@HousingQuest.com).
7. P&A will collect all of the Preliminary Applications, and process such applications as necessary, keeping a complete record of the information, and responding to all applicants, as appropriate to their submission. Applications will be subject to random selection as may be required by the Regulations, but P&A will maintain the priority order of applicants (waiting list) once the applicants have been subject to a random selection process.
8. P&A will provide to the Borough and/or Owner lists of available pre-qualified applicants by unit type as needed.
9. Upon notification that units are or will be available, P&A will send notices and final applications to a representative number of prequalified applicants, who will be asked to contact the Owner or its agent, and, at the same time, to submit the final application to Piazza & Associates.
10. P&A will complete a review of the final application and notify both the applicant and the Owner or its agent as to the status of that application (i.e., Approved, Not Approved or Incomplete) and the reason for the determination.

## **B) Rental Units**

1. P&A will certify to the Owner and the Borough that the rental rates for the Affordable Units are in compliance with the Regulations.
2. P&A will provide a written certification form to the rental Manager for all approved applications and ask the rental Manager to return the certification forms, signed by the applicant, together with a copy of the lease agreement.
3. P&A will communicate the status of the compliance plan to the Owner and the Borough on an ongoing basis and will be available to meet with its representatives as reasonable and appropriate.
4. P&A will maintain accurate records of the status of all certification work on an on-going basis.
5. P&A will provide compliance reports to the Owner, the Borough and regulatory agencies as necessary.
6. In the event that the Borough chooses to require the Owner to have applications processed through its own agency, department or employees, P&A will turn the files over to the Borough upon the request of the Owner. The obligation of the Owner to P&A may be terminated according to the terms and conditions set forth below.

#### **D) UHAC Regulations**

1. Except as otherwise noted, P&A will provide all such services as are required of the Administrative Agent as set forth in the Uniform Housing Affordability Controls (N.J.A.C 5:80-26.14(a)).

### **TERMS AND CONDITIONS**

**A. Contract Administration:** All work performed by P&A under this proposal shall be accomplished in close consultation with and under the direction of the Owner or its designee.

**B. Professionalism:** At all times, P&A will endeavor to maintain a sense of professionalism with respect to the services performed on behalf of the Owner.

**C. Implementation of Services:** P&A will begin the implementation of its services immediately upon the approval of the Owner and receipt of a signed engagement letter or contract with the Owner.

**D. Confidentiality:** All data provided by the Owner, the Borough and the applicants will be considered strictly confidential and shall be used solely for the purposes delineated in this proposal. Likewise, the materials developed by P&A on behalf of the Owner and the Borough shall be considered proprietary and may only be used by the Owner for its own affordable housing endeavors in the future.

**E. Insurance:** P&A, Inc. will provide for itself and at its own expense Professional Liability Errors and Omission Insurance coverage with a limit of liability of one million dollars (\$1,000,000).

**F. Owner Compliance:** The Owner agrees to comply with all applicable municipal, state and federal regulations, as well as all policies and procedures set forth by P&A.

**G. Files and Documentation:** The Owner and the Borough will provide P&A with the files and documents that it needs to implement its services.

**H. Certain Services Not Provided Herein:** Under this proposal, P&A shall not be responsible for:

1. The obligation of the Borough to meet its affordable housing obligation, aside from the Scope of Services herein;
2. The obligation of the Owner to abide by all State and Federal fair housing requirements at the Property, including, but not limited to the Federal Fair Housing Act and the New Jersey Laws Against Discrimination, including the New Jersey Multiple Dwelling Reporting Rule;
3. Screening of applicants for all tenant selection criteria set forth by the Owner, including, but not limited to, credit criteria and criminal background reports.
4. The obligation to draft and place newspaper advertising set forth in the Affirmative Marketing Plan;
5. Monitoring and status reports required for Developers Fees, Housing Trust Funds, RCA's and other matters that are not directly related to affordable units constructed by the Owner;
6. Any additional requirements set forth by the State of New Jersey, UHAC or the Borough that represent a material change in the services necessary to comply with the Regulations; and
7. All legal and real estate related services associated with the rental or sale and transfer of an affordable property.

## TERM

The term of this Agreement shall be one (1) year, commencing on the date of execution. The Agreement is renewable for successive terms and can be terminated at the discretion of the Borough with 60 days written notice without cause.

## COMPENSATION

In return for its compliance efforts (as detailed in the Scope of Services above), P&A will be compensated as follows:

- \$6,000 set-up and marketing fee payable in two (2) payments. The first payment of \$3,000 shall be due upon the start of services. The second payment of \$3,000 shall be due upon the random selection and prior to the processing of final applications.

- \$550 per unit rental and re-rental to be paid by the Owner upon occupancy and re-occupancy.
- In addition to the fee, above, the Owner shall reimburse P&A for all postage and advertising costs that are incurred.
- All other expenses, including costs associated with phone calls, web services, travel time and expenses, duplication and reports, in limited quantities, are included in the monthly fee, above.
- In the event that the Owner requests services in addition to the Scope of Services above, a mutually agreed upon rate for such services shall be determined prior to implementation.

### ACCEPTANCE

Please signify your acceptance of this proposal by signing below.

Sincerely,



Frank Piazza  
President

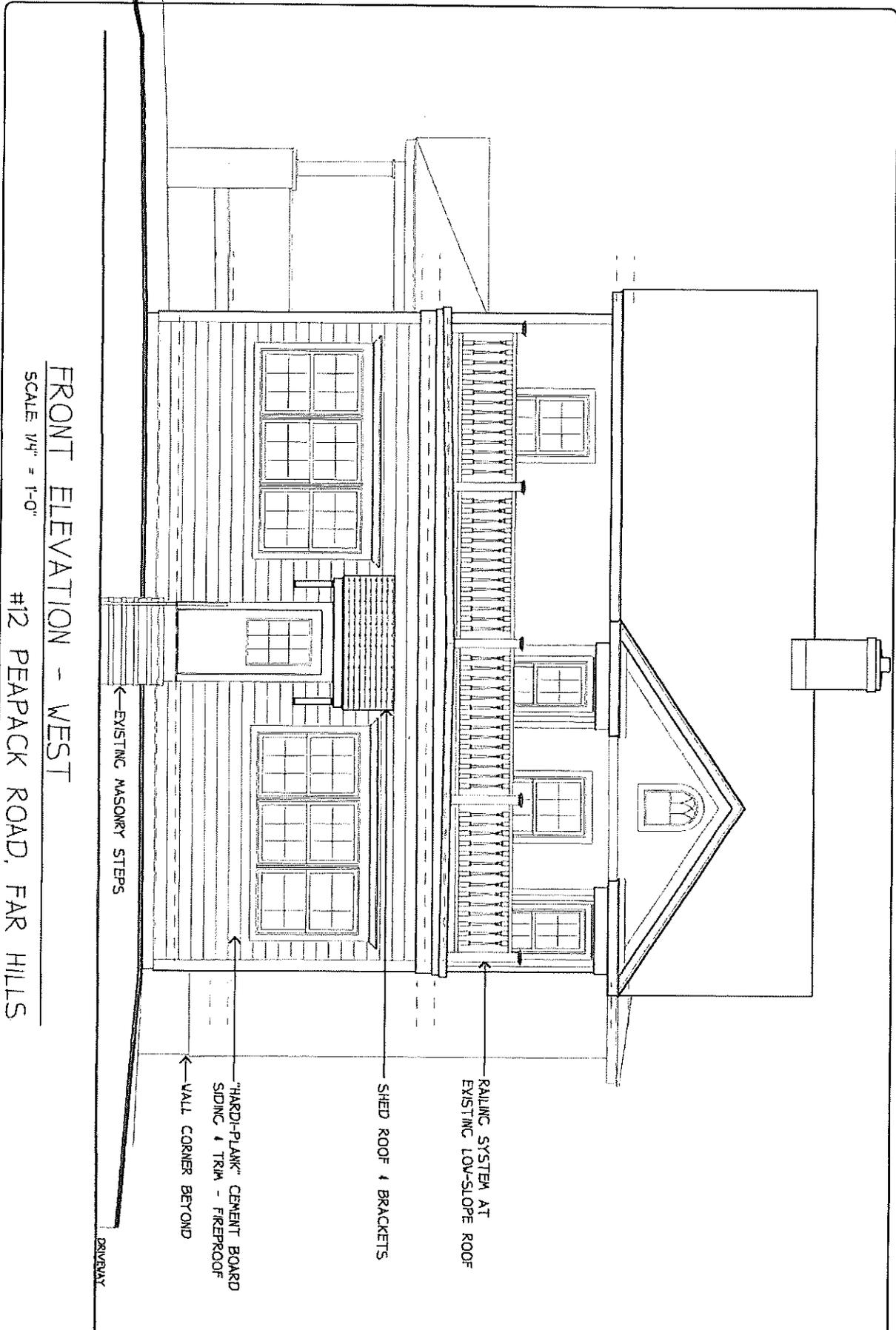
BY: Raritan Valley Development Corp. (Owner)

BY: William Hote, President  
Print Name and Title of Signatory

William Hote Pres  
(Signature)

Date: 6/11/25





FRONT ELEVATION - WEST

SCALE: 1/4" = 1'-0"

#12 PEAPACK ROAD, FAR HILLS

DRAWING NO. <b>A-1</b>	CHECKED BY: CH DRAWN BY: CH DATE: 6-11-2025 SCALE: AS NOTED PROJ: 20250628	PROJECT NAME: <b>INTERIOR ALTERATIONS FOR:                  HOTZ DEVELOPMENT GROUP                  #12 PEAPACK ROAD                  FAR HILLS BOROUGH, NJ</b>	<b>CASPER G. HUIZENGA                  ARCHITECT</b> LICENSE #21A101423000 21 SKYTOP RD. LONG VALLEY NJ 908-389-6701
---------------------------	----------------------------------------------------------------------------------------	--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	-----------------------------------------------------------------------------------------------------------------------------------



**BOROUGH OF FAR HILLS  
RESOLUTION 25-132  
INTENT TO BOND  
OR TAKE SUCH OTHER STEPS AS MAY BE NECESSARY  
TO FULLY FUND THE BOROUGH OF FAR HILLS  
HOUSING ELEMENT AND FAIR SHARE PLAN**

WHEREAS, the New Jersey Department of Community Affairs (DCA) issued a report wherein it assigned the Borough a Present Need obligation of zero and a Round 4 prospective need of 41; and

WHEREAS, the Housing Element and Fair Share Plan approved by the Court for the third housing cycle has a ten unit deficit as a result of the accessory apartment program not generating any affordable housing; and

WHEREAS, as a result of the foregoing, the Borough has planned to address a fair share of 51; and

WHEREAS, on June 23, 2025 the Borough of Far Hills Planning Board adopted a Housing Element and Fair Share Plan (hereinafter "HEFSP"), which fully addressed a fair share of 51; and

WHEREAS, on June 23, 2025 the Borough of Far Hills endorsed the Housing Element and Fair Share Plan adopted by its Planning Board; and

WHEREAS, the HEFSP addresses a fair share of 51 through various compliance techniques that cost money to implement; and

WHEREAS, the Borough understands that if it intends to rely on a compliance technique that cost money, it must have a plan to pay for it; and

WHEREAS, the Borough does have such a plan; and

WHEREAS, more specifically, the Borough is seeking to satisfy a portion of its obligation with projects that are 100 percent affordable; and

WHEREAS, in addition, the Borough is seeking to satisfy 25 units of its obligation by extending deed restrictions on existing units and has adopted a resolution committing to pay certain monies in accordance with applicable law; and

WHEREAS, in addition, the Borough proposes to pay for the cost of implementing its HEFSP through its trust fund; and

WHEREAS, the Borough anticipates that the 100 percent affordable housing developer will be able to secure sufficient monies from non-municipal sources and the Borough will seek to facilitate the Developer from securing funding from all applicable non-municipal sources; and

WHEREAS, in addition, the Borough anticipates receiving fees from residential and non-residential developers to be deposited into its trust fund which will result in updating the Spending Plan included in the package of documents appended to the Housing Element and Fair Share Plan; and

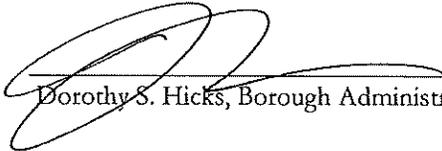
**WHEREAS**, in the event there is still a shortfall in funding despite all the measures described above, the Borough is committed to provide sufficient funds to address the shortfall through bonding or some other lawful means.

**NOW THEREFORE BE IT RESOLVED** by the Mayor and Council of the Borough of Far Hills, Somerset County, that the Borough will implement all the measures set forth above and that, in the event, there is still a shortfall needed to fully fund its HEFSP, the Borough shall bond or take such lawful measures as it deems appropriate to cover any shortfall in funding; and

**BE IT FURTHER RESOLVED** that the Borough may repay debt through future collections of development fees, as such funds become available.

**BE IT FURTHER RESOLVED** that the Mayor and Borough Clerk are authorized and designated to execute any and all necessary documents in order to implement the intent of this Resolution.

I certify this is a true and exact copy  
of a resolution adopted by the  
Far Hills Borough Council on 6/23/2025.

  
Dorothy S. Hicks, Borough Administrator/Clerk

EXPLANATION: The purpose of this ordinance is to amend the Borough's Redevelopment Plan ordinance and the Section 710 of the Land Management ordinance with provisions to facilitate affordable housing development to address Far Hills Borough's Round Four (2025-2035) affordable housing obligation and consistent with the Borough's June 23, 2025, Housing Plan Element and Fair Share Plan.

**BOROUGH OF FAR HILLS  
ORDINANCE NO. 2025-09**

AN ORDINANCE AMENDING AND SUPPLEMENTING ORDINANCE NO. 2024-15 ENTITLED "REDEVELOPMENT PLAN FOR BLOCK 101, LOT 1, PORTION, BLOCK 12, LOT 1, BLOCK 12, LOT 2, BLOCK 13, LOT 10, BLOCK 13, LOT 11, BLOCK 13, LOT 12, BLOCK 14, LOT 1, BLOCK 14, LOT 2, BLOCK 14, LOT 3, BLOCK 14, LOT 4, BLOCK 14, LOT 5, BLOCK 14, LOT 6, BLOCK 15, LOT 1.01, BLOCK 15, LOT 1.02, BLOCK 15, LOT 2, BLOCK 15, LOT 3, BLOCK 15, LOT 4, BLOCK 15, LOT 5, BLOCK 15, LOT 6, BLOCK 15, LOT 7, BLOCK 15, LOT 8 IN THE BOROUGH OF FAR HILLS, SOMERSET COUNTY, NEW JERSEY," ADOPTED ON OCTOBER 15, 2024; AND AMENDING AND SUPPLEMENTING AN ORDINANCE ENTITLED "LAND MANAGEMENT BOROUGH OF FAR HILLS, SOMERSET COUNTY" ADOPTED DECEMBER 28, 1989 AND THEREAFTER AMENDED

**WHEREAS**, in recognition of the Far Hills Borough's Round Four 2025-2035 affordable housing obligations (Round Four obligations), and to facilitate municipally-sponsored affordable housing development identified in the Borough's 2025 Housing Plan Element and Fair Share Plan (2025 Housing Plan), the Borough of Far Hills is desirous of amending Ordinance No. 2024-09 entitled "Redevelopment Plan For Block 101, Lot 1, portion, Block 12, Lot 1, Block 12, Lot 2, Block 13, Lot 10, Block 13, Lot 11, Block 13, Lot 12, Block 14, Lot 1, Block 14, Lot 2, Block 14, Lot 3, Block 14, Lot 4, Block 14, Lot 5, Block 14, Lot 6, Block 15, Lot 1.01, Block 15, Lot 1.02, Block 15, Lot 2, Block 15, Lot 3, Block 15, Lot 4, Block 15, Lot 5, Block 15, Lot 6, Block 15, Lot 7, Block 15, Lot 8 in the Borough of Far Hills, Somerset County, New Jersey" (hereinafter "Redevelopment Plan"), and to permit municipally-sponsored housing in the Redevelopment Area, and

**WHEREAS**, in recognition of the Borough's Round Four obligations, the Borough is desirous of minimizing time, expense and delay related to the development of affordable housing in existing buildings capable of being converted from market-rate housing to affordable housing in furtherance of the Borough's 2025 Housing Plan affordable housing objectives, the Borough is desirous of amending development standards in the NO-Neighborhood mixed use zoning district;

**NOW, THEREFORE, BE IT ORDAINED**, as follows:

**Section 1. Ordinance No. 2024-15, entitled** "Redevelopment Plan For Block 101, Lot 1, portion, Block 12, Lot 1, Block 12, Lot 2, Block 13, Lot 10, Block 13, Lot 11, Block 13, Lot 12, Block 14, Lot 1, Block 14, Lot 2, Block 14, Lot 3, Block 14, Lot 4, Block 14, Lot 5, Block 14, Lot 6, Block 15, Lot 1.01, Block 15, Lot 1.02, Block 15, Lot 2, Block 15, Lot 3, Block 15, Lot 4, Block 15, Lot 5, Block 15, Lot 6, Block 15, Lot 7, Block 15, Lot 8 in the Borough of Far Hills, Somerset County, New Jersey" adopted October 15, 2024, is hereby further amended and supplemented by inserting the following

new Section entitled "Affordable Housing Redevelopment" on page 6 following "b.6." of the subsection entitled "Adaptive Reuse Requirements", to read, as follows:

### **Affordable Housing Redevelopment**

- a. Affordable Housing shall be permitted anywhere in the Redevelopment Area, subject to the following:
  1. Affordable housing may be for-sale or rental housing.
  2. Affordable housing may be single-family detached, two-family attached, multi-family, or mixed use in any combination of uses authorized by the Borough Council.
  3. Affordability controls of at least forty (40) years shall be required for each affordable unit unless a lesser term of affordability control is authorized by statute or regulation or affordable housing project funding agency.
  4. The number of affordable units, the location of buildings, building setbacks, height and lot size shall be as determined by the Borough Council.
  5. The construction or rehabilitation of buildings containing affordable housing units may be authorized by the Far Hills Borough Council with or without a Redevelopment Agreement between the Borough and the affordable housing developer.
  6. These provisions shall supersede all underlying zoning provisions for the lot upon which affordable units may be constructed.
  7. There shall be no minimum lot size, minimum front yard, minimum side yard, minimum rear yard, maximum building height or maximum building coverage limit for an affordable housing development authorized by Borough Council.

**Section 2.** Article VII-District Regulations, Section 710. B. Principal Permitted Uses of an ordinance entitled "Land Management, Borough of Far Hills, Somerset County" adopted December 28, 1989" and thereafter amended, is hereby supplemented and amended by adding the following new Subsection 710.B. 4, to read, as follows:

4. Municipally sponsored affordable housing in a one-, two-, or three-family dwelling, that may or may not include mixed use residential, commercial, office uses (not including food stores or restaurants).
  - a. The use is limited to a lot of record and a building in existence as of the date of the adoption of this chapter.
  - b. There is no change to the exterior footprint of the building.
  - c. Exterior changes to the building and the site are limited to cosmetic changes, parking, landscaping enhancements, and accessory structures.
  - d. Existing non-conforming setbacks may be continued without the need for setback variances.
  - e. No non-conforming setback adjoining the property line of an existing single-family dwelling shall be extended.

**Section 3.** If any article, section, subsection, sentence, clause or phrase of this Ordinance is, for any reason, held to be unconstitutional or invalid, such decision shall not affect the remaining portions of this Ordinance and they shall remain in full force and effect.

**Section 4.** In the event of any inconsistencies between the provisions of this Ordinance and any prior ordinance of the Borough of Far Hills, the provisions hereof shall be determined to govern, and the inconsistencies of the prior ordinance are hereby repealed. All other parts, portions and provisions of the Ordinances of the Borough of Far Hills are hereby ratified and confirmed, except where inconsistent with the terms hereof.

**Section 5.** The Borough Clerk is directed to give notice at least ten (10) days prior to a hearing on the adoption of this ordinance to the Somerset County Planning Board and to all other persons entitled thereto pursuant to N.J.S.A. 40:55D-15, and N.J.S.A. 40:55D-63 (if required).

**Section 6.** After introduction, the Borough Clerk is hereby directed to submit a copy of the within Ordinance to the Planning Board of the Borough of Far Hills for its review in accordance with N.J.S.A. 40A:12A-6(e), N.J.S.A. 40:55D-26 and N.J.S.A. 40:55D-64. The Planning Board is directed to make and transmit to the Borough Council, within 35 days after referral, a report including identification of any provisions in the proposed ordinance which are inconsistent with the master plan and recommendations concerning any inconsistencies and any other matter as the Board deems appropriate.

**Section 7.** Within five (5) days after its adoption by the Council, this Ordinance shall be presented to the Mayor for his approval and signature, which approval shall be granted or denied within ten (10) days of receipt of same, pursuant to N.J.S.A. 40A:60-5(d). If the Mayor fails to return this Ordinance with either his approval or objection to same within ten (10) days after it has been presented to him, then this Ordinance shall be deemed approved.

**Section 8.** This Ordinance shall take effect immediately upon (1) adoption; (2) approval by the Mayor pursuant to N.J.S.A. 40A:60-5(d); (3) publication in accordance with the laws of the State of New Jersey; and (4) filing of the final form of adopted ordinance by the Clerk with (a) the Somerset County Planning Board pursuant to N.J.S.A. 40:SSD-16, and (b) the Borough Tax Assessor as required by N.J.S.A. 40:49-2.1.

Introduced: ~~July 28, 2025~~ Carried to August 11, 2025 meeting

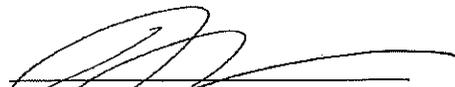
Introduced: August 11, 2025

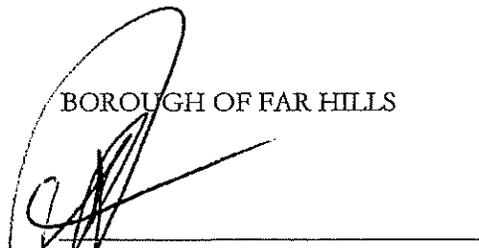
Published: August 15, 2025

Adopted: September 8, 2025

Published: September 12, 2025

ATTEST:

  
Dorothy S. Hicks  
Administrator/Clerk

BOROUGH OF FAR HILLS  
  
Peter J. Coccoziello, Jr  
Council President

**BOROUGH OF FAR HILLS  
ORDINANCE NO. 2025-11**

AN ORDINANCE OF THE BOROUGH OF FAR HILLS APPROPRIATING \$300,000.00 FROM THE CAPITAL IMPROVEMENT FUND TO THE BOROUGH'S AFFORDABLE HOUSING TRUST FUND FOR THE DEVELOPMENT OF AFFORDABLE HOUSING UNITS

WHEREAS, on March 20, 2024, Governor Phil Murphy signed into law P.L. 2024, c. 2, which amended the 1985 New Jersey Fair Housing Act ("Amended FHA"); and in accordance with the Amended FHA, the Borough filed a timely Round 4 Declaratory Judgment Action ("Declaratory Action") with the Affordable Housing Dispute Resolution Program ("Program") on January 30, 2025; and the Borough has diligently worked to formulate a Housing Element and Fair Share Plan for Round 4 to address its obligations as set forth in the Declaratory Action; and those efforts culminated in the preparation of a Housing Element and Fair Share Plan for Round 4 that was the subject of a duly noticed public hearing on June 23, 2025; and at this hearing, the Planning Board of the Borough of Far Hills ("Planning Board") adopted the aforementioned Housing Element and Fair Share Plan for Round 4 ("Affordable Housing Plan"), which the Mayor and Borough Council endorsed at its June 23, 2025 public meeting following adoption by the Planning Board; and the Borough filed the Affordable Housing Plan with the Program in the Declaratory Action and seeks approval of said Affordable Housing Plan; and

WHEREAS, in connection with seeking approval of the Borough's Affordable Housing Plan, the Borough has negotiated an Affordable Housing Agreement with William Hotz Development Group, Inc. ("Hotz"), for the renovation of two (2) affordable family rental income-restricted units on property identified as Block 13, Lot 1, located at 12 Peapack Road ("Hotz Site"); and

WHEREAS, pursuant to the terms of the Affordable Housing Agreement, as may be amended, this is a 100% affordable housing development, with no residential market rate units included to off-set the costs of the development and maintenance of the affordable units; therefore the Borough and Hotz negotiated a subsidy payment from the Borough in the amount of Three Hundred Thousand and 00/100 (\$300,000.00) dollars; which is to be paid in three (3) installments of One Hundred Thousand and 00/100 (\$100,000.00) each. The first installment will be made upon the issuance of a Construction Permit for two (2) affordable family rental units. The second installment will be made upon the issuance of a Temporary or Permanent Certificate of Occupancy, whichever occurs first, for the two (2) affordable family rental units, and the third installment on the first anniversary date of the Permanent Certificate of Occupancy; subject to the Affordable Housing Agreement being authorized by the Borough Council of the Borough of Far Hills; and

WHEREAS, this affordable housing contribution will go towards the physical renovation of affordable housing units on the Properties in connection with the Borough's Affordable Housing Plan; and

WHEREAS, the Mayor and Borough Council of the Borough of Far Hills hereby find it to be the best interest of the Borough to authorize the appropriation of \$300,000.00 from its Capital Improvement Fund to the Borough's Affordable Housing Trust Fund in order to make the three installments to Hotz for the affordable housing capital projects in compliance with the Affordable Housing Agreement, as may be amended.

**NOW, THEREFORE, BE IT ORDAINED** by the Mayor and Borough Council of the Borough of Far Hills, in the County of Somerset, State of New Jersey, that the sum of \$300,000.00 is hereby appropriated from the Capital Improvement Fund for the development of affordable housing units, through the transfer of said funds to the Borough's Affordable Housing Trust Fund, which will thereafter be authorized and issued to William Hotz Development Group, Inc., or other authorized successor or assign, pursuant to the terms of the Affordable Housing Agreement.

**BE IT FURTHER ORDAINED** that the capital budget or temporary capital budget of the Borough is hereby amended to conform with the provisions of this ordinance to the extent of any inconsistency herewith and the resolutions promulgated by the Local Finance Board showing all detail of the amended capital budget or temporary capital budget and capital program as approved by the Director, Division of Local Government Services, are on file with the Borough Clerk and are available for public inspection.

**BE IT FURTHER ORDAINED** that the period of usefulness of the capital projects are in excess of the five (5) year statutory requirement, and that no debt shall be incurred by the Borough for this authorization.

**BE IT FURTHER ORDAINED**, that this Ordinance shall take effect immediately upon (1) adoption; (2) approval by the Mayor pursuant to N.J.S.A. 40A:60-5(d); and (3) publication in accordance with the laws of the State of New Jersey.

Introduced: August 25, 2025  
Published: August 29, 2025  
Adopted: September 8, 2025  
Published: September 12, 2025

ATTEST:

BOROUGH OF FAR HILLS

  
\_\_\_\_\_  
Dorothy S. Hicks  
Borough Administrator/Clerk

By:   
\_\_\_\_\_  
Kevin P. Welsh  
Mayor

# Exhibit F

**18A**

**Ashington**

**Club Rd**

---

UNIT DEED

---

FAR HILLS DEVELOPMENT, INC.,  
a New Jersey Corporation

Grantor

to

MICHAEL A. ANDUSKO and  
LINDA MARCUS

Grantee

---

DATED: November 11, 1994

---

RECORD AND RETURN TO:

BLUMBERG & ROSENBERG P.A.  
COUNSELLORS AT LAW  
203 S. MAIN ST., P.O. BOX 387  
MANVILLE, N.J. 08836



BK 1990 PG 862

END OF DOCUMENT

36 day 145 fee

Prepared by: Christine F. Li, Esq.

UNIT DEED

THIS UNIT DEED is made this 11th day of November in the year 1994 between FAR HILLS DEVELOPMENT, INC., a New Jersey corporation having an office at 289 Mount Hope Avenue, Hackaway Township, Dover, New Jersey 07801, referred to in this document as "Grantor", and MICHAEL A. ANDUSKO and LINDA MARCUS, about to reside at Unit 28-101, Building 28, 18A Ashington Club Road, Far Hills, New Jersey 07931, referred to in this document as "Grantee". (The words "Grantor" and "Grantee" include all Grantors and all Grantees under this Unit Deed.)

COUNTY OF SOMERSET  
CONSIDERATION 105,900.00  
REALTY TRANSFER FEE 146.00  
DATE 10-23-94 BY [Signature]

In return for the payment to the Grantor by the Grantee of ONE HUNDRED FIVE THOUSAND NINE HUNDRED AND 00/100 (\$105,900.00) Dollars, the Grantor grants and conveys to the Grantee a certain condominium unit, located in the Borough of Far Hills, County of Somerset and State of New Jersey, specifically described as follows:

Unit 28-101, Building 28, 18A Ashington Club Road, situated in The Polo Club Condominium, (referred to in this Unit Deed as the "Unit"), together with an undivided .3% interest in the Common Elements of said Condominium, as same may be adjusted in the future as allowed by the Master Deed for The Polo Club Condominium. The conveyance evidenced by this Unit 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. 22A-21 et seq.), as amended, and any applicable regulations adopted under either law. The conveyance evidenced by this Unit 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 The Polo Club Condominium dated May 14, 1993 and recorded May 20, 1993 in the office of the Somerset County Clerk in Deed Book 1906 at Page 573 et seq., as amended by the First Amendment and Supplement to the Master Deed dated December 20, 1993 and recorded December 21, 1993 in Deed Book 1935 at Page 736 et seq., and as same may now or hereafter

REC DEED/22/1994 12:45PM 047715  
SOMERSET COUNTY CLERK LSN 140.00

BK 1990PG353

be lawfully amended and/or supplemented.

The Grantee's (Unit Owner's) right, title and interest in this Unit and the use, sale, resale and rental of this property are subject to the terms, conditions, restrictions, limitations and provisions as set forth in the AFFORDABLE HOUSING AGREEMENT dated December 20, 1994 which is filed in the Office of the County Clerk of Somerset County and is also on file with the Authority.

The Unit is now designated as Lot 1.01, Block 6, CO101, on the municipal tax map of the Borough of Far Hills (or as Account No. ).

(check box if applicable)  No property tax identification number for the Unit is available at the time of this conveyance.

The Unit is subject to the Master Deed mentioned above and all its exhibits including all easements, terms, conditions, reservations, rights-of-way, air rights, covenants of record, governmental statutes, ordinances and regulations, possible added assessments for the year of sale as set or levied under N.J.S.A. 54:4-63.1, et seq. and all facts that an accurate survey may disclose.

This Unit Deed entitles the Grantee to have and to hold for its proper use and benefit forever the premises and all it is subject to as described in this document.

The Grantor covenants that the Grantor has done nothing which encumbers or adversely affects title to the Unit or the common elements of the Condominium.

By signing this Unit Deed, the Grantee consents to any future amendments, supplements and/or revisions (from now on collectively called "amendments") of the Master Deed for The Polo Club Condominium, the Certificate of Incorporation of The Polo Club Condominium Association, Inc., the By-laws of The Polo Club Condominium Association, Inc. and/or the Rules and Regulations of The Polo Club Condominium Association, Inc. (from now on collectively called the "Condominium Governing Documents") which are (a) required by applicable statutes, regulations, ordinances

or orders of any governmental entity having jurisdiction over the lands that are proposed for incorporation or are incorporated as part of the Condominium or the Condominium itself; (b) required by 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 proposed for incorporation or are incorporated as part of the Condominium, any Unit within the Condominium; (c) required by any Institutional Lender owning, holding, servicing, insuring or guaranteeing or proposing to provide, own, hold, service, insure, guarantee or acquire a First Mortgage loan(s), the lien(s) of which will encumber (a) Unit(s) within the Condominium; or (d) required to incorporate additional Units and the improvements attendant thereto as part of the Condominium as contemplated by the Master Deed.

If an amendment is required for any one of the reasons described above, then the Grantee expressly agrees that the Grantor is authorized, on behalf of the Grantee, to sign and record any document necessary to make the amendment, supplement or revision effective. This authority is called a power of attorney and the Grantor, in exercising this authority, is referred to as the Grantee's attorney-in-fact. By signing this Unit Deed, the Grantee designates the Grantor as having this authority. This power of attorney will be binding upon anyone who claims an interest in the Unit by or through the Grantee, such as a mortgagee, other lienholders, a purchaser, a tenant or someone with an interest acquired through a will or by operation of law. If an amendment is required for one of the reasons expressed, only the signature of the attorney-in-fact is required in order for the amendment to be effective. The Grantor may not, however, exercise its authority as attorney-in-fact without a separate written consent of the Grantee if the amendment would substantially change the floor plan of the Grantee's Unit or the proportionate interest in the Common Elements associated with the Grantee's Unit (except as expressly permitted in the Master Deed); increase the nature of the financial obligations of the

Grantee under the Condominium's governing documents; or reserve any additional special privileges for the Grantor.

The Grantee declares and acknowledges that this power of attorney is coupled with an interest in the subject matter. The Grantee understands that the Grantor has caused the Condominium's governing documents to be adopted and recorded and that same are binding on the owners of all Units in the Condominium for the mutual benefit of the owners of all Units including the Grantor. The Grantor, as the Developer of the Condominium, the initial seller of all Units and the present owner of Units has an interest in the Condominium and in the amendment of the Condominium's governing documents under the circumstances described. For this reason, this power of attorney may not be revoked by the Grantee.

The power of attorney will be effective for a period of seven (7) years from the date the first Unit is conveyed to an individual purchaser or until the Grantor conveys title to the last Unit to an individual purchaser, whichever is the first to occur. This power of attorney shall not be affected by the death or disability of any principal.

By signing this Unit Deed, the Grantee covenants, for so long as the Grantee holds title to the Unit conveyed by this Deed, as follows:

- A. the Grantee shall not, by action or inaction, do anything or permit anyone else to do anything that will damage, destroy or otherwise have a detrimental impact on such screening as is initially installed and/or erected by the Grantor as the developer of the Condominium as required by the Site Plan approved by the Planning Board of the Borough of Far Hills for the intended purpose of screening the improvements installed and/or erected within the Condominium from view from lands contiguous to the Condominium;
- B. the Grantee shall, as a member of the Condominium

Association, be responsible for and pay his proportionate share of any and all costs and expenses necessary for the maintenance, repair and/or replacement of the screening referred to in A above;

- C. the Grantee shall be solely responsible for and shall pay any and all costs and expenses necessary to repair and/or replace any or all of the screening referred to in A above that is damaged or destroyed by the negligent act or omission of or misuse by the Grantee, a member of his family, a household pet or a guest, tenant, occupant or visitor (whether authorized or unauthorized by the Grantee); and
- D. the Grantee shall be solely responsible for and shall pay any and all costs and expenses necessary to repair and/or replace such portions of the screening referred to in A above as may be his responsibility as the owner of the Unit rather than the Condominium Association's responsibility, if any, all pursuant to and as provided by the Master Deed for the Condominium.

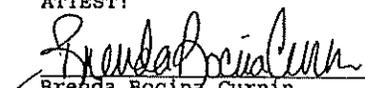
The aforesaid covenants are expressly declared to be for the benefit of the record holders of title from time to time of all lands contiguous with the Condominium and are hereby declared to be appurtenant to title to such lands and shall, therefore, be deemed to run with title to the contiguous lands. The covenants hereby declared shall not be diminished, rescinded or otherwise altered except by written instrument signed by all of the then current record title holders of all lands contiguous with the Condominium. Such instrument shall be prepared and signed with all of the formalities of a deed and in proper form for recordation in the Books of Deeds in the Somerset County Clerk's Office. Such instrument shall be recorded in the Deed Books of the Somerset County Clerk's Office and the then current deed for

the Unit shall be marginally indexed to reflect such recordation. The Grantee, as the holder of title to the Unit, hereby declares the covenants set forth in A through D above to be appurtenant to title to the Unit. Accordingly, such covenants shall run with title to the Unit and each and every holder of title to the Unit henceforth shall be deemed to make such covenants to the intended beneficiaries thereof for so long as such holder of title to the Unit holds such title and regardless of whether any deed or other instrument by which they take title to the Unit recites or refers to such covenants.

The Grantor has received the full payment from the Grantee.

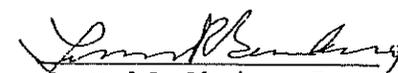
This Unit Deed is signed by the Grantor's corporate officers and its corporate seal is affixed on the date first mentioned above.

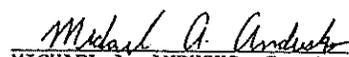
ATTEST:

  
Brenda Bocina Curnin,  
Secretary

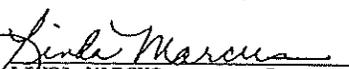
FAR HILLS DEVELOPMENT, INC.  
  
By: Bruce Bocina, vice President

WITNESS:

  
Leonard R. Blumberg, Esq.

 (L.S.)  
MICHAEL A. ANDUSKO, Grantee

  
Leonard R. Blumberg, Esq.

 (L.S.)  
LINDA MARCUS, Grantee

**18B**

**Ashington**

**Club Rd**

10p. 1136-Cl.ck

Prepared by: Christine F. Li  
Christine F. Li, Esq.

**UNIT DEED**

THIS UNIT DEED is made this 11th day of November in the year 1994 between FAR HILLS DEVELOPMENT, INC., a New Jersey corporation having an office at 289 Mount Hope Avenue, Rockaway Township, Dover, New Jersey 07801, referred to in this document as "Grantor", and JOHN KISSANE, about to reside at Unit 28-102, Building 28, 18B Ashington Club Road, Far Hills, New Jersey 07931, referred to in this document as "Grantee". (The words "Grantor" and "Grantee" include all Grantors and all Grantees under this Unit Deed.)

COUNTY OF SOMERSET  
CONSIDERATION  
REALTY TRANSFER FEE \$44,900.00  
DATE 11/11/94 BY C.F.L.

In return for the payment to the Grantor by the Grantee of FORTY FOUR THOUSAND NINE HUNDRED AND 00/100 (\$44,900.00) Dollars, the Grantor grants and conveys to the Grantee a certain condominium unit, located in the Borough of Far Hills, County of Somerset and State of New Jersey, specifically described as follows:

Unit 28-102, Building 28, 18B Ashington Club Road, situated in The Polo Club Condominium, (referred to in this Unit Deed as the "Unit"), together with an undivided .34 interest in the Common Elements of said Condominium, as same may be adjusted in the future as allowed by the Master Deed for The Polo Club Condominium. The conveyance evidenced by this Unit 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. 22A-21 et seq.), as amended, and any applicable regulations adopted under either law. The conveyance evidenced by this Unit 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 The Polo Club Condominium dated May 14, 1993 and recorded May 20, 1993 in the office of the Somerset County Clerk in Deed Book 1906 at Page 573 et seq., as amended by the First Amendment and Supplement to the Master Deed dated December 20, 1993 and recorded December 21, 1993 in Deed Book 1935 at Page 736 et seq., and as same may now or hereafter

REC FEES/AMTS 10:14AM 03/11/94

SOMERSET COUNTY CLERK SH. K.L.M.

BK 1997PG313



be lawfully amended and/or supplemented.

The Grantee's (Unit Owner's) right, title and interest in this Unit and the use, sale, resale and rental of this property are subject to the terms, conditions, restrictions, limitations and provisions as set forth in the AFFORDABLE HOUSING AGREEMENT dated December 20, 1994 which is filed in the Office of the County Clerk of Somerset County and is also on file with the Authority.

The Unit is now designated as Lot 1.01, Block 6, CO102, on the municipal tax map of the Borough of Far Hills (or as Account No. ).

(check box if applicable)  No property tax identification number for the Unit is available at the time of this conveyance.

The Unit is subject to the Master Deed mentioned above and all its exhibits including all easements, terms, conditions, reservations, rights-of-way, air rights, covenants of record, governmental statutes, ordinances and regulations, possible added assessments for the year of sale as set or levied under N.J.S.A. 54:4-63.1, et seq. and all facts that an accurate survey may disclose.

This Unit Deed entitles the Grantee to have and to hold for its proper use and benefit forever the premises and all it is subject to as described in this document.

The Grantor covenants that the Grantor has done nothing which encumbers or adversely affects title to the Unit or the common elements of the Condominium.

By signing this Unit Deed, the Grantee consents to any future amendments, supplements and/or revisions (from now on collectively called "amendments") of the Master Deed for The Polo Club Condominium, the Certificate of Incorporation of The Polo Club Condominium Association, Inc., the By-laws of The Polo Club Condominium Association, Inc. and/or the Rules and Regulations of The Polo Club Condominium Association, Inc. (from now on collectively called the "Condominium Governing Documents") which are (a) required by applicable statutes, regulations, ordinances

BK1997PG314

or orders of any governmental entity having jurisdiction over the lands that are proposed for incorporation or are incorporated as part of the Condominium or the Condominium itself; (b) required by 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 proposed for incorporation or are incorporated as part of the Condominium, any Unit within the Condominium; (c) required by any Institutional Lender owning, holding, servicing, insuring or guaranteeing or proposing to provide, own, hold, service, insure, guarantee or acquire a First Mortgage loan(s), the lien(s) of which will encumber (a) Unit(s) within the Condominium; or (d) required to incorporate additional Units and the improvements attendant thereto as part of the Condominium as contemplated by the Master Deed.

If an amendment is required for any one of the reasons described above, then the Grantee expressly agrees that the Grantor is authorized, on behalf of the Grantee, to sign and record any document necessary to make the amendment, supplement or revision effective. This authority is called a power of attorney and the Grantor, in exercising this authority, is referred to as the Grantee's attorney-in-fact. By signing this Unit Deed, the Grantee designates the Grantor as having this authority. This power of attorney will be binding upon anyone who claims an interest in the Unit by or through the Grantee, such as a mortgagee, other lienholders, a purchaser, a tenant or someone with an interest acquired through a will or by operation of law. If an amendment is required for one of the reasons expressed, only the signature of the attorney-in-fact is required in order for the amendment to be effective. The Grantor may not, however, exercise its authority as attorney-in-fact without a separate written consent of the Grantee if the amendment would substantially change the floor plan of the Grantee's Unit or the proportionate interest in the Common Elements associated with the Grantee's Unit (except as expressly permitted in the Master Deed); increase the nature of the financial obligations of the

Grantee under the Condominium's governing documents; or reserve any additional special privileges for the Grantor.

The Grantee declares and acknowledges that this power of attorney is coupled with an interest in the subject matter. The Grantee understands that the Grantor has caused the Condominium's governing documents to be adopted and recorded and that same are binding on the owners of all Units in the Condominium for the mutual benefit of the owners of all Units including the Grantor. The Grantor, as the Developer of the Condominium, the initial seller of all Units and the present owner of Units has an interest in the Condominium and in the amendment of the Condominium's governing documents under the circumstances described. For this reason, this power of attorney may not be revoked by the Grantee.

The power of attorney will be effective for a period of seven (7) years from the date the first Unit is conveyed to an individual purchaser or until the Grantor conveys title to the last Unit to an individual purchaser, whichever is the first to occur. This power of attorney shall not be affected by the death or disability of any principal.

By signing this Unit Deed, the Grantee covenants, for so long as the Grantee holds title to the Unit conveyed by this Deed, as follows:

- A. the Grantee shall not, by action or inaction, do anything or permit anyone else to do anything that will damage, destroy or otherwise have a detrimental impact on such screening as is initially installed and/or erected by the Grantor as the developer of the Condominium as required by the Site Plan approved by the Planning Board of the Borough of Far Hills for the intended purpose of screening the improvements installed and/or erected within the Condominium from view from lands contiguous to the Condominium;
- B. the Grantee shall, as a member of the Condominium

Association, be responsible for and pay his proportionate share of any and all costs and expenses necessary for the maintenance, repair and/or replacement of the screening referred to in A above;

- C. the Grantee shall be solely responsible for and shall pay any and all costs and expenses necessary to repair and/or replace any or all of the screening referred to in A above that is damaged or destroyed by the negligent act or omission of or misuse by the Grantee, a member of his family, a household pet or a guest, tenant, occupant or visitor (whether authorized or unauthorized by the Grantee); and
- D. the Grantee shall be solely responsible for and shall pay any and all costs and expenses necessary to repair and/or replace such portions of the screening referred to in A above as may be his responsibility as the owner of the Unit rather than the Condominium Association's responsibility, if any, all pursuant to and as provided by the Master Deed for the Condominium.

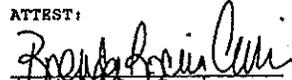
The aforesaid covenants are expressly declared to be for the benefit of the record holders of title from time to time of all lands contiguous with the Condominium and are hereby declared to be appurtenant to title to such lands and shall, therefore, be deemed to run with title to the contiguous lands. The covenants hereby declared shall not be diminished, rescinded or otherwise altered except by written instrument signed by all of the then current record title holders of all lands contiguous with the Condominium. Such instrument shall be prepared and signed with all of the formalities of a deed and in proper form for recordation in the Books of Deeds in the Somerset County Clerk's Office. Such instrument shall be recorded in the Deed Books of the Somerset County Clerk's Office and the then current deed for

the Unit shall be marginally indexed to reflect such recordation. The Grantee, as the holder of title to the Unit, hereby declares the covenants set forth in A through D above to be appurtenant to title to the Unit. Accordingly, such covenants shall run with title to the Unit and each and every holder of title to the Unit henceforth shall be deemed to make such covenants to the intended beneficiaries thereof for so long as such holder of title to the Unit holds such title and regardless of whether any deed or other instrument by which they take title to the Unit recites or refers to such covenants.

The Grantor has received the full payment from the Grantee.

This Unit Deed is signed by the Grantor's corporate officers and its corporate seal is affixed on the date first mentioned above.

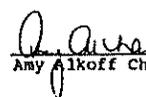
ATTEST:

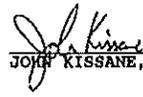
  
Brenda Bocina-Curnin,  
Secretary

FAR HILLS DEVELOPMENT, INC.

By:   
Bruce Bocina, Vice President

WITNESS:

  
Amy Alkoff Chasin, Esq.

 (L.S.)  
JOHN KISSANE, Grantee

\_\_\_\_\_  
Grantee (L.S.)

RECORD & RETURN TO:  
AMY ALKOFF CHASIN, ESQ.  
961 ROUTE 22 WEST  
BRIDGEWATER, N.J. 08807

HC 1845-AFFIDAVIT OF CONSIDERATION  
RTP-1 (Rev. 1/1/84)

STATE OF NEW JERSEY  
AFFIDAVIT OF CONSIDERATION OR EXEMPTION  
(c. 49, P.L. 1964)

ALL-STATE LEGAL  
A Division of Allstate International, Inc.  
800-222-0610 in NJ 800-272-0800  
V E T - 1

PARTIAL EXEMPTION  
(s. 176, P. L. 1978)

To Be Recorded With Deed Pursuant to c. 49, P.L. 1964, as amended by c. 225, P.L. 1983 (N.J.S.A. 46:15-5 et seq.)

STATE OF NEW JERSEY  
COUNTY OF SOMERSET

FOR RECORDER'S USE ONLY	
Consideration \$	44,900.00
Realty Transfer Fee \$	45.00
Date	2/18/95
By	CB

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

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

Depositor, BRUCE BOCINA, being duly sworn according to law upon his/her oath deposes and says that he/she is the Vice President of Far Hills Development, Inc.  
 in a deed dated November 11, 1994, transferring real property identified as Block No. 6, CO 102,  
 Lot No. 1.01 located at Unit 28-102, Building 28, 18B Ashington Club Road  
The Polo Club Condominium, Borough of Far Hills, Somerset County, New Jersey

(2) CONSIDERATION (See Instruction #6)

Depositor states that, with respect to deed hereto annexed, the actual amount of money and the pecuniary value of any other thing of value constituting the entire consideration paid or to be paid for the transfer of title to the lands, tenements or other realty, including the remaining amount of any prior mortgage to which the transfer is subject or which is to be assumed and agreed to be paid by the grantor and any other lien or encumbrance thereon not paid, satisfied or removed in connection with the transfer of title is \$ 44,900.00

(3) FULL EXEMPTION FROM FEE Depositor claims that this deed transaction is fully exempt from the Realty Transfer Fee imposed by c.49, P.L. 1964, for the following reason(s): Explain in detail. (See Instruction #7.) Mere reference to exemption symbol is not sufficient.

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

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

- a) SENIOR CITIZEN (See Instruction #8)
  - Grantor(s) 62 yrs. of age or over.\*
  - One or two-family residential premises
  - Owned and occupied by grantor(s) at time of sale.
  - No joint owners other than spouse or other qualified exempt owners.
- b) BLIND (See Instruction #8)
  - Grantor(s) legally blind.\*
  - One or two-family residential premises.
  - Owned and occupied by grantor(s) at time of sale.
  - No joint owners other than spouse or other qualified exempt owners.
- DISABLED (See Instruction #8)
  - Grantor(s) permanently and totally disabled.\*
  - One or two-family residential premises.
  - Receiving disability payments.
  - Owned and occupied by grantor(s) at time of sale.
  - Not gainfully employed.
  - No joint owners other than spouse or other qualified exempt owners.
- \*IN THE CASE OF HUSBAND AND WIFE, ONLY ONE GRANITOR NEED QUALIFY.
- c) LOW AND MODERATE INCOME HOUSING (See Instruction #9)
  - Affordable According to H.U.D. Standards.
  - Meets Income Requirements of Region.
  - Reserved for Occupancy.
  - Subject to Rental Controls.

- d) NEW CONSTRUCTION (See Instruction #9)
  - Entirely new improvement.
  - Not previously used for any purpose.
  - Not previously occupied.

Depositor makes this Affidavit to induce the County Clerk or Register of Deeds to record the deed and accept the fee submitted herewith in accordance with the provisions of c. 49, P.L. 1964.

Subscribed and Sworn to before me

On this 11th day of November, 1994  
Patricia Dickert  
Notary Public of New Jersey  
My Commission Expires  
July 15, 1998

BRUCE BOCINA  
225 Route 202  
Basking Ridge, NJ 07920

FAR HILLS DEVELOPMENT, INC.  
225 Route 202  
Basking Ridge, NJ 07920

FOR OFFICIAL USE ONLY This space for use of County Clerk or Register of Deeds.	
Instrument Number	3300
County	Somerset
Deed Number	
Deed Book	
Deed Date	11/17/94
Date Recorded	2/18/95

IMPORTANT - BEFORE COMPLETING THIS AFFIDAVIT, PLEASE READ THE INSTRUCTIONS ON THE REVERSE SIDE HEREOF.  
 This form is prescribed by the Director, Division of Taxation in the Department of the Treasury, as required by law, and may not be altered or amended without the approval of the Director.  
 ORIGINAL - White copy to be retained by County.  
 DUPLICATE - Yellow copy to be forwarded by County to Division of Taxation on partial exemption from fee (N.J.A.C. 18:18-2.12).  
 TRIPPLICATE - Pink copy is your file copy.

BK1997PG319

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



CORPORATE PROOF BY THE SUBSCRIBING WITNESS

STATE OF NEW JERSEY )  
COUNTY OF SOMERSET ) SS:

I am a Notary Public of the State of New Jersey, an officer authorized to take acknowledgments and proofs in this State.

On November 11, 1994, Brenda Bocina Curnin ("the Witness") appeared before me in person. The Witness was duly sworn by me according to law under oath and stated and proved to my satisfaction that:

1. The Witness is the Secretary of Far Hills Development, Inc. a New Jersey corporation that is the Grantor in this Unit Deed.

2. BRUCE BOCINA, the officer who signed this Unit Deed, is the Vice President of Far Hills Development, Inc. (from now on called the "Corporate Officer").

3. The making, signing, sealing and delivery of this Unit 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 Unit Deed by the Corporate Officer. The Corporate Officer signed and delivered this Unit 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 Unit Deed as attesting witness. The Witness signs this proof to attest to the truth of these facts.

5. The Witness also acknowledged that the full and actual consideration paid or to be paid for the transfer of title to realty evidenced by this Unit Deed, as such consideration is defined in P.L. 1968, C.49, 1(c), is \$44,900.00.

Sworn to and signed before me on the date written above.

*Patricia Dickert*

*Brenda Bocina Curnin*  
BRENDA BOCINA CURNIN

PATRICIA DICKERT  
NOTARY PUBLIC OF NEW JERSEY  
Commission Expires

BK1997PG321

UNIT DEED

FAR HILLS DEVELOPMENT, INC.,  
a New Jersey Corporation

Grantor

to

JOHN KISSANE

Grantee

DATED: November 11, 1994

RECORD AND RETURN TO:

✓  
Amy Alcott Gordin  
991  
Route 22 West  
Bridgewater, NJ 08803  
(908) 253-2800

BK1997PG322

END OF DOCUMENT

**18C**

**Ashington**

**Club Rd**

RECORD & RETURN TO: <sup>9644 24.00 chf/ksm</sup>

ROBERT K. HORNBY, ESQ.  
8 Main Street  
Flemington, N.J. 08822

Prepared by: Ch F Li  
Christine F. Li, Esq.

UNIT DEED

THIS UNIT DEED is made this 10th day of November in the year 1994 between FAR HILLS DEVELOPMENT, INC., a New Jersey corporation having an office at 289 Mount Hope Avenue, Rockaway Township, Dover, New Jersey 07801, referred to in this document as "Grantor", and DONALD SACHAU, single, about to reside at Unit 28-103, Building 28, 18C Ashington Club Road, Far Hills, New Jersey 07931, referred to in this document as "Grantee". (The words "Grantor" and "Grantee" include all Grantors and all Grantees under this Unit Deed.)

COUNTY OF SOMERSET  
CONSERVATION 44,900.00  
REALTY TRANSFER TAX 45.00  
DATE 11-10-94 BY [Signature]

In return for the payment to the Grantor by the Grantee of FORTY FOUR THOUSAND NINE HUNDRED AND 00/100 (\$44,900.00) Dollars, the Grantor grants and conveys to the Grantee a certain condominium unit, located in the Borough of Far Hills, County of Somerset and State of New Jersey, specifically described as follows:

Unit 28-103, Building 28, 18C Ashington Club Road, situated in The Polo Club Condominium, (referred to in this Unit Deed as the "Unit"), together with an undivided .34 interest in the Common Elements of said Condominium, as same may be adjusted in the future as allowed by the Master Deed for The Polo Club Condominium. The conveyance evidenced by this Unit 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. 22A-21 et seq.), as amended, and any applicable regulations adopted under either law. The conveyance evidenced by this Unit 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 The Polo Club Condominium dated May 14, 1993 and recorded May 20, 1993 in the office of the Somerset County Clerk in Deed Book 1906 at Page 573 et seq., as amended by the First Amendment and Supplement to the Master Deed dated December 20, 1993 and recorded December 21, 1993 in Deed Book 1935 at Page 736 et seq., and as same may now or hereafter

BK 1988 PG 210



SOMERSET COUNTY CLERK SA 700

be lawfully amended and/or supplemented.

The Grantee's (Unit Owner's) right, title and interest in this Unit and the use, sale, resale and rental of this property are subject to the terms, conditions, restrictions, limitations and provisions as set forth in the AFFORDABLE HOUSING AGREEMENT dated December 5, 1994 which is filed in the Office of the County Clerk of Somerset County and is also on file with the Authority.

The Unit is now designated as Lot 1.01, Block 6, CO103, on the municipal tax map of the Borough of Far Hills (or as Account No. ).

(check box if applicable)  No property tax identification number for the Unit is available at the time of this conveyance.

The Unit is subject to the Master Deed mentioned above and all its exhibits including all easements, terms, conditions, reservations, rights-of-way, air rights, covenants of record, governmental statutes, ordinances and regulations, possible added assessments for the year of sale as set or levied under N.J.S.A. 54:4-63.1, et seq. and all facts that an accurate survey may disclose.

This Unit Deed entitles the Grantee to have and to hold for its proper use and benefit forever the premises and all it is subject to as described in this document.

The Grantor covenants that the Grantor has done nothing which encumbers or adversely affects title to the Unit or the common elements of the Condominium.

By signing this Unit Deed, the Grantee consents to any future amendments, supplements and/or revisions (from now on collectively called "amendments") of the Master Deed for The Polo Club Condominium, the Certificate of Incorporation of The Polo Club Condominium Association, Inc., the By-laws of The Polo Club Condominium Association, Inc. and/or the Rules and Regulations of The Polo Club Condominium Association, Inc. (from now on collectively called the "Condominium Governing Documents") which are (a) required by applicable statutes, regulations, ordinances

are (a) required by applicable statutes, regulations, ordinances or orders of any governmental entity having jurisdiction over the lands that are proposed for incorporation or are incorporated as part of the Condominium or the Condominium itself; (b) required by 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 proposed for incorporation or are incorporated as part of the Condominium, any Unit within the Condominium; (c) required by any Institutional Lender owning, holding, servicing, insuring or guaranteeing or proposing to provide, own, hold, service, insure, guarantee or acquire a First Mortgage loan(s), the lien(s) of which will encumber (a) Unit(s) within the Condominium; or (d) required to incorporate additional Units and the improvements attendant thereto as part of the Condominium as contemplated by the Master Deed.

If an amendment is required for any one of the reasons described above, then the Grantee expressly agrees that the Grantor is authorized, on behalf of the Grantee, to sign and record any document necessary to make the amendment, supplement or revision effective. This authority is called a power of attorney and the Grantor, in exercising this authority, is referred to as the Grantee's attorney-in-fact. By signing this Unit Deed, the Grantee designates the Grantor as having this authority. This power of attorney will be binding upon anyone who claims an interest in the Unit by or through the Grantee, such as a mortgagee, other lienholders, a purchaser, a tenant or someone with an interest acquired through a will or by operation of law. If an amendment is required for one of the reasons expressed, only the signature of the attorney-in-fact is required in order for the amendment to be effective. The Grantor may not, however, exercise its authority as attorney-in-fact without a separate written consent of the Grantee if the amendment would substantially change the floor plan of the Grantee's Unit or the proportionate interest in the Common Elements associated with the Grantee's Unit (except as expressly permitted in the Master

Deed); increase the nature of the financial obligations of the Grantee under the Condominium's governing documents; or reserve any additional special privileges for the Grantor.

The Grantee declares and acknowledges that this power of attorney is coupled with an interest in the subject matter. The Grantee understands that the Grantor has caused the Condominium's governing documents to be adopted and recorded and that same are binding on the owners of all Units in the Condominium for the mutual benefit of the owners of all Units including the Grantor. The Grantor, as the Developer of the Condominium, the initial seller of all Units and the present owner of Units has an interest in the Condominium and in the amendment of the Condominium's governing documents under the circumstances described. For this reason, this power of attorney may not be revoked by the Grantee.

The power of attorney will be effective for a period of seven (7) years from the date the first Unit is conveyed to an individual purchaser or until the Grantor conveys title to the last Unit to an individual purchaser, whichever is the first to occur. This power of attorney shall not be affected by the death or disability of any principal.

By signing this Unit Deed, the Grantee covenants, for so long as the Grantee holds title to the Unit conveyed by this Deed, as follows:

- A. the Grantee shall not, by action or inaction, do anything or permit anyone else to do anything that will damage, destroy or otherwise have a detrimental impact on such screening as is initially installed and/or erected by the Grantor as the developer of the Condominium as required by the Site Plan approved by the Planning Board of the Borough of Far Hills for the intended purpose of screening the improvements installed and/or erected within the Condominium from view from lands contiguous to the Condominium;