

MIDDLESEX COUNTY CLERK

Return To:

COMMONWEALTH LAND TITLE INSURANCE
P O BOX 700
SUMMIT NJ 07902

NEW JERSEY HOUSING AND MORTGAG
E FINANCE AGENCY

Index DEED BOOK

Book 06299 Page 0339

No. Pages 0013

Instrument DEED W/O ABSTRA

Date : 11/03/2011

Time : 10:55:57

Control # 201111030225

INST# DE 2011 011258

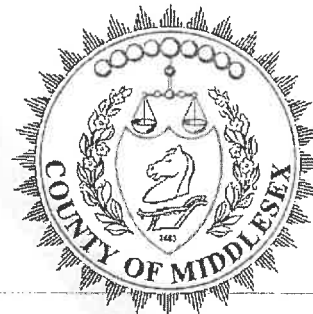
Employee ID DALALB

RECORDING	\$	85.00
DARM	\$	39.00
NJPRPA	\$	26.00
- - - -	\$	.00
- - - -	\$	.00
RECORDING	\$	3.00
	\$	.00
	\$	.00
	\$	.00
Total:	\$	153.00

STATE OF NEW JERSEY
MIDDLESEX COUNTY CLERK

PLEASE NOTE
DO NOT REMOVE THIS COVERSHEET
IT CONTAINS ALL RECORDING INFORMATION

ELAINE FLYNN
COUNTY CLERK



Cover sheet is part of Middlesex County filing record

Retain this page for future reference

Not part of the original submitted document

DO NOT REMOVE THIS PAGE.
TO ACCESS THE IMAGE OF
THE DOCUMENT RECORDED
HEREUNDER BY BOOK AND
PAGE NUMBER, USE THE
BOOK AND PAGE NUMBER
ABOVE.

B06299P0339

RECORDED
ELIANE M. FLYNN
MIDDLESEX CTY CLERK

2011 NOV -3 PM 12:49

RECORD AND RETURN TO:

Suzanne M. Plesnarski, Sr. Paralegal
NEW JERSEY HOUSING AND MORTGAGE
FINANCE AGENCY
637 S. Clinton Ave., PO Box 18550
Trenton, NJ 08650-2085

BOOK # _____
PAGE # _____
Prepared by: _____

Kimberly A. Sked
Deputy Attorney General

DEED RESTRICTION

Buckingham Place at South Brunswick, HMFA #1261/ASL#17

25th THIS DEED RESTRICTION ("Deed Restriction") is made and entered into as of this day of October, 2011, by and between **NEW JERSEY HOUSING AND MORTGAGE FINANCE AGENCY** (the "Agency"), a body politic and corporate and an instrumentality exercising public and essential governmental functions of the State of New Jersey, pursuant to the New Jersey Housing and Mortgage Finance Agency Law of 1983, as amended, NJSA 55:14K, et seq. (the "Act"), and **BUCKINGHAM PLACE AT SOUTH BRUNSWICK, L.L.C.** (the "Owner"), a limited liability company organized and existing under the laws of the State of New Jersey, duly authorized to transact business in the State of New Jersey, and a qualified housing sponsor within the meaning of the Act, having its principal office at 155 Raymond Road, Princeton, New Jersey 08540, and that owns the real property described in Schedule A attached hereto and the Buckingham Place at South Brunswick project constructed thereon.

Section 1. Definitions and Interpretations. The following terms shall have the respective meanings set forth below:

"**ALR Code**" means the standards for Licensure of Assisted Living Residence, Comprehensive Personal Care Homes and Assisted Living Programs, NJAC 8:36-1 through 16, any other regulations promulgated under the authority of the Health Care Facilities Planning Act, NJSA 26:2H-1 et seq., as amended from time to time.

"**Assisted Living**" means the coordinated array of personal and health services and the provision of living arrangements, all as defined in the ALR Code.

"**Assisted Living Residence**" shall have the meaning assigned to such term as defined in the ALR Code.

"**Code**" means the Internal Revenue Code of 1986, as amended.

"**First Mortgage**" means the first mortgage given by the Owner to the Agency to secure the payment of the First Mortgage Loan, and dated May 9, 2002 and recorded on June 12, 2002 in Mortgage Book 763, Page 40, in the Office of the Middlesex County Clerk.

RECORD & RETURN
COMMONWEALTH LAND TITLE INSURANCE CO.
P.O. BOX 700, SUMMIT, NJ 07902-700
File No. 11-000257

B06299P0340

"First Mortgage Loan" means the first mortgage loan made to the Owner by the Agency to finance a portion of the cost of the development, construction and/or acquisition of the Project, and secured by the First Mortgage.

"IRS Regulations" means the regulations promulgated or proposed by the United States Department of the Treasury or the Internal Revenue Service pursuant to the Code, and to the extent applicable, pursuant to the Internal Revenue Code of 1954, as both may be amended from time to time, including all rules, rulings, policies, and official statements issued by the United States Department of the Treasury or the Internal Revenue Service.

"Land" means the real property described in Schedule "A" attached hereto and made a part hereof.

"Low-Income Tenants" means occupants of the Project who have income of 50 percent or less of the area median gross income, adjusted for family size, as determined under Section 142(d) of the Code.

"Project" means the multifamily assisted living residential rental project constructed and/or rehabilitated and otherwise financed with the proceeds of the First Mortgage Loan along with all other improvements constructed or located on the Land.

"Qualified Project Period" means the period beginning on the first day on which 10 percent of the residential units in the Project are occupied and ending on the latest of:

- (i) the date which is 15 years after the date on which 50 percent of the residential units in the Project are occupied;
- (ii) the 1st day on which no tax-exempt private activity bond issued with respect to the Project is outstanding; or
- (iii) the date on which any assistance provided with respect to the Project under Section 8 of the United States Housing Act of 1937 terminates.

"Residential Rental Project" means a qualified residential rental project as defined in Section 142(d) of the Code.

"Tax-Exempt Financing" means financing received by the Owner from the proceeds of the tax-exempt bonds issued by the Agency, the interest on which is excludable from gross income for purposes of federal or state income taxation.

Section 2. Background and Purpose. The Land and Project were originally developed with financing furnished by the Agency through the First Mortgage Loan in the original principal amount of \$17,947,932.06, a portion of which included Tax-Exempt Financing.

In consideration of One Dollar (\$1.00), full satisfaction of the First Mortgage Loan, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agency and the Owner have entered into this Deed Restriction.

B06299P0341

Section 3. Satisfaction of Mortgage. The First Mortgage has been paid and satisfied in full as of the date hereof. This Deed Restriction is forthwith substituted for and supersedes the First Mortgage, which, along with all other recorded First Mortgage Loan documents, shall be simultaneously discharged of record and have no further force or effect.

Section 4. Covenants, Reservations and Restrictions. The Owner hereby represents, warrants, covenants, and agrees that the Project and Land and the Owner and the Owner's assigns and successors in title to the Project and/or Land shall be subject to the covenants, reservations and restrictions set forth below:

(a) Use of the Land and the Project shall be restricted to use primarily as assisted living residences. Approval by the Agency is required prior to any different use of the Land and the Project.

(b) From the date of this Deed Restriction until **June 1, 2032** [or, in the case of subsection (b)(viii) below, until the end of the Qualified Project Period], the Owner for itself, its successors and assigns hereby represents, covenants, warrants and agrees that:

i. The Project shall be owned, managed and operated as an Assisted Living multi-family residential rental property. The Project shall be comprised of a building or structure or several buildings or structures containing similarly constructed dwelling units, together with any functionally related and subordinate facilities and such other non-dwelling units as approved by the Agency, and, as required by the Tax-Exempt Financing, the Project shall consist solely of a Residential Rental Project and adult medical daycare, and no commercial or other facilities may be part of the Project unless permitted by the Agency, the ALR Code, the Code or IRS Regulations.

ii. The Project shall be licensed by the New Jersey Department of Health, contain one or more similarly constructed dwelling units, each of which will contain at a minimum one unfurnished room, a private bathroom, a kitchenette and a lockable door on the unit entrance, all of which shall meet the standards set forth in the ALR Code. Each unit shall also contain such facilities as required by the Code or IRS Regulations.

iii. None of the units in the Project will be utilized at any time for an initial lease term of less than six months, except as permitted by IRS Regulations applicable to the Project, or as a hotel, motel, dormitory, fraternity house, sorority house, rooming house, nursing home, hospital, sanitarium, rest home, life care facility, trailer court or park.

iv. All of the units shall be rented or available for rent on a continuous basis to members of the general public who have been assessed to need Assisted Living services, including residents who require formal long-term care, and the Owner will not give preference to any particular class or group in renting the dwelling units in the Project, except to the extent that dwelling units are required to be leased or rented to tenants as provided under Section 4 of this Deed Restriction.

v. The Project shall comply with any additional requirements of the Code or IRS Regulations dealing with the residential character of the Project.

B06299P0342

vi. The Owner also acknowledges that, as required by the Tax-Exempt Financing, there may be additional limits on the maximum income that tenants may earn in order to be eligible to lease, occupy and/or reside in a dwelling unit at the Project. In such event, the Owner agrees to comply with the income restrictions as set forth in the Code or IRS Regulations governing income restrictions.

vii. The Owner shall continue to rent at least 20%, or twenty-two (22) of the units at the Project to tenants whose income does not exceed 50% percent of the area's median income adjusted for family size, as median income is defined by the United States Department of Housing and Urban Development ("HUD"), from time to time, and 5% of the 20% set aside for residents will be affordable to people who are Medicaid eligible, or the minimum percentage of units as required by applicable law, whichever is greater. Any change in the use of the Land and the Project approved by the Agency as outlined in subparagraph (a) above notwithstanding, the Owner shall continue to rent 20% of the units at the Project to tenants whose income does not exceed 50% of the area's median income as adjusted for family size, as median income is defined by HUD, from time to time. The Owner acknowledges that if the income restrictions set forth in this paragraph are more restrictive than the restrictions prescribed under the Act and/or the Code, that the Owner shall abide by the restrictions in this paragraph.

viii. The Owner hereby represents, warrants and covenants that at all times throughout the Qualified Project Period, not less than 20 percent of the units shall be leased to qualified Low-Income Tenants. For purposes of complying with these requirements, any dwelling unit occupied by an individual or family who is a Low-Income Tenant at the commencement of occupancy shall continue to be treated as if occupied by a Low-Income Tenant even though such individual or family subsequently ceases to be a Low-Income Tenant. The preceding sentence shall not apply to any resident whose income as of the most recent income determination exceeds 140 percent of the income limit applicable to such resident if, after such determination but before the next determination, any residential unit of comparable or smaller size in the Project is occupied by a new resident whose income exceeds the applicable income limit. If a unit is vacated by an individual or family who qualified as a Low-Income Tenant, such dwelling unit shall be treated as occupied by a Low-Income Tenant until reoccupied (other than for a temporary period of not more than 31 days), at which time the character of the unit shall be redetermined. All dwelling units have been and shall be occupied by or held available for rental only to members of the general public who have been assessed to need Assisted Living services, including residents who require formal long-term care, without regard to race, creed, religion, national origin or sex.

(c) In the event of a conflict among the above requirements, the most stringent shall apply.

Section 5. Covenants to Run with the Land. The covenants, reservations and restrictions hereof shall apply uniformly to the entire Project and Land. The covenants, reservations and restrictions set forth herein shall be deemed covenants running with the Land and shall pass to and be binding upon the Owner's assigns and successors in title to the Land and/or Project. Each and every contract, deed or other instrument hereafter executed covering or conveying the Project or the Land or any portion thereof shall conclusively be held to have been executed, delivered and accepted subject to such covenants, reservations and restrictions, regardless of whether such covenants, reservations and restrictions are set forth in such contract,

deed or other instruments. If a portion or portions of the Project or Land are conveyed, all of such covenants, reservations and restrictions shall run to each portion of the Project and Land.

Section 6. Defaults. Each of the following shall be an Event of Default:

(a) Commission by the Owner of any act prohibited by the terms of this Deed Restriction, or failure by the Owner to perform or observe in timely fashion any action or covenant required by any of the terms of this Deed Restriction, or failure by the Owner to produce satisfactory evidence of compliance therewith.

(b) Any breach by the Owner of its obligations or any failure to observe its covenants under this Deed Restriction.

Any events as set forth in subsections (a) and (b) of this Deed Restriction shall not be deemed an Event of Default hereunder unless such failure to perform or observe, or breach has not been corrected within a period of 30 days following written notice provided to the Owner by the Agency.

Section 7. Expenses Due to Default. All expenses (including reasonable attorney's fees and costs and allowances) incurred in connection with an action to remedy a default under this Deed Restriction, including the curing of any Event of Default, shall be paid by the Owner, together with interest at the then current rate being received by the Agency on its investments, as determined in good faith by the Agency whether or not an action or proceeding is instituted.

Section 8. Remedies. Upon the occurrence of any Event of Default, the Agency may, at its option, take any one or more of the following actions or remedies and no failure to exercise any remedy or take any action enumerated shall constitute a waiver of such right or preclude a subsequent exercise by the Agency of any such remedy:

(a) Sue the Owner for a mandatory injunction or other equitable relief requiring performance by the Owner of any of its obligations under this Deed Restriction. The Owner agrees that the remedy at law for the violation or nonperformance of the Owner's obligations under this Deed Restriction is not adequate by reason, among other things of the public purpose to maintain affordable rental units;

(b) The above enumeration of remedies notwithstanding, the Agency shall have available to it all other remedies provided at law or in equity or any other action permitted by law.

Section 9. Enforceability; Waiver. The provisions hereof are imposed upon and made applicable to the Land and the Project and shall run with the Land and the Project and shall be enforceable against the Owner of any other person or entity that has or had an ownership interest in the Land or the Project at the time of such violation or attempted violation. No delay in enforcing the provisions hereof as to any breach or violation shall impair, damage or waive the right of any party entitled to enforce the provisions hereof or to obtain relief against or recover for the continuation or repetition of such breach or violation or any similar breach or violation hereof at any time or times.

No waiver by the Agency in any particular instance of any Event of Default or required performance by the Owner, and no course of conduct of the parties or failure by the Agency to enforce or insist upon performance of any of the obligations of the Owner under this Deed Restriction, at any time shall preclude enforcement of any of the terms of this Deed Restriction thereafter.

Section 10. Amendments; Notices. This Deed Restriction may be amended only by an instrument in writing executed and acknowledged on behalf of the Agency and the Owner in such manner that the instrument may be recorded.

Any provisions of this Deed Restriction or the regulations referenced herein requiring the consent or approval of the Agency for the taking of any action or the omission of any action requires such consent by the Agency in writing signed by a duly authorized officer of the Agency. Any such consent or approval, unless it expressly states otherwise, is limited to the particular action or omission referred to therein and does not apply to subsequent similar actions or omissions.

Notice provided for under this Deed Restriction shall be given in writing signed by a duly authorized officer of the sending party, and any notice required to be given hereunder shall be given by recognized private carrier with acknowledgment or by certified or registered mail, postage prepaid, return receipt requested, at the addresses specified below, or at such other addresses as may be specified in writing by the parties hereto.

Agency: Executive Director
New Jersey Housing and Mortgage Finance Agency
637 South Clinton Avenue, PO Box 18550
Trenton, New Jersey 08650-2085

Owner: Buckingham Place at South Brunswick, L.L.C.
155 Raymond Road
Princeton, New Jersey 08540
Attention: Constantine Vlecidis, II

with a copy to: Director
Licensing, Certification and Standards
Division of Health Facilities Evaluation and Licensing
New Jersey State Department of Health
120 South Stockton Street, P.O. Box 367
Trenton, New Jersey 08625-0367

Robert S. Burney, Esq.
c/o Lindabury, McCormick, Estabrook & Cooper, P.C.
53 Cardinal Drive
PO Box 2369
Westfield, NJ 07091-2369

B06299P0345

All notices shall be deemed given when receipt is acknowledged or by certified or registered mail return receipt received.

Section 1. Severability. The invalidity of any part or provision hereof shall not affect the validity, legality and enforceability of the remaining portions hereof, and to this end the provisions of this Deed Restriction shall be severable.

Section 12. Successors and Assigns. This Deed Restriction and all rights, duties, obligations and interests arising hereunder shall bind and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors, successors in title, grantees in title, and permitted assigns.

Section 13. Claims and Indemnification.

(a) It is mutually agreed by the Owner and the Agency that the Agency and its directors, officers, agents, servants and employees shall not be liable for any action performed under this Deed Restriction, and that the Owner shall hold them harmless from any claim or suit of whatever nature arising herefrom.

(b) Any claims asserted against the Agency shall be subject to the New Jersey Contractual Liability Act, NJSA 59:13-1 et seq. (except for NJSA 59:13-9 thereof). While this statute is not applicable by its terms to claims arising under contracts with the Agency, the Owner agrees that it shall be applicable to claims arising under this Deed Restriction. It is further acknowledged by the parties that the Agency is a public entity covered by the provisions of the New Jersey Tort Claims Act, NJSA 59:1-1 et seq.

Section 14. Filing. This Deed Restriction shall be duly recorded in the Office of the Register/County Clerk of Middlesex County, New Jersey, immediately following its execution.

Section 15. Conflict. In the event of any conflict between the terms of this Deed Restriction and the terms of any of the aforementioned documents, the terms of this Deed Restriction shall govern.

Section 16. Governing Law. This Deed Restriction shall be governed by the laws of the State of New Jersey. The parties agree that any cause of action that may arise under this Deed Restriction shall have jurisdiction and venue only in the Courts of the State of New Jersey in and for the County of Mercer.

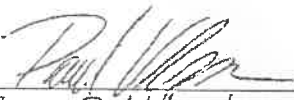
Section 17. Counterparts. This Deed Restriction may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

THIS SECTION INTENTIONALLY LEFT BLANK.

B06299P0346

IN WITNESS WHEREOF, this Deed Restriction has been duly executed by the Owner and Agency on the date set forth above, and by signing below the Owner hereby acknowledges that it has received a true copy of this Deed Restriction without charge.

WITNESS/ATTEST/


Name: Paul Vlecidis
Title: Manager

OWNER:
**BUCKINGHAM PLACE AT SOUTH
BRUNSWICK, L.L.C.**

By: 
Constantine Vlecidis II
Co-Chairman of the Board of Managers

AGENCY:
**NEW JERSEY HOUSING AND
MORTGAGE FINANCE AGENCY**

Darryl D. Applegate
Assistant Secretary

By: _____
Leslie S. Lefkowitz
Chief of Legal and Regulatory Affairs

This document has been reviewed and
approved as to form.

Attorney General of the State of New Jersey

by: _____
Kimberly A. Sked
Deputy Attorney General

B06299P0347

IN WITNESS WHEREOF, this Deed Restriction has been duly executed by the Owner and Agency on the date set forth above, and by signing below the Owner hereby acknowledges that it has received a true copy of this Deed Restriction without charge.

WITNESS/ATTEST/

OWNER:

**BUCKINGHAM PLACE AT SOUTH
BRUNSWICK, L.L.C.**

Name:

Title:

By: _____

Constantine Vlecidis II

Co-Chairman of the Board of Managers

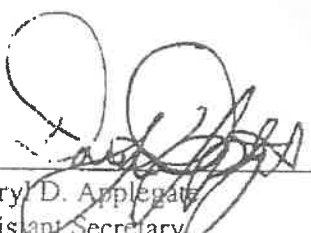
AGENCY:

**NEW JERSEY HOUSING AND
MORTGAGE FINANCE AGENCY**

By: _____

Leslie S. Lefkowitz

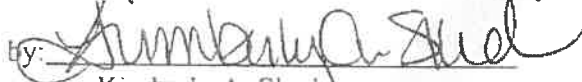
Chief of Legal and Regulatory Affairs



Darryl D. Applegate
Assistant Secretary

This document has been reviewed and
approved as to form.

Attorney General of the State of New Jersey

by: 

Kimberly A. Sked
Deputy Attorney General

806299P0348

STATE OF NEW JERSEY, COUNTY OF MERCER SS:

I CERTIFY that on October 25, 2011 **LESLIE S. LEFKOWITZ** personally came before me, a Notary Public of the State of New Jersey, and acknowledged under oath to my satisfaction that a) he is the **Chief of Legal and Regulatory Affairs of NEW JERSEY HOUSING AND MORTGAGE FINANCE AGENCY**, the Agency named in this document, and b) he executed and delivered this document as the voluntary act of the Agency, duly authorized by a proper resolution of its members, on behalf of the Agency.



Suzanne M. Plesnarski
Notary Public of New Jersey
My Commission Expires 9/30/2012

STATE OF NEW JERSEY, COUNTY OF MIDDLESEX SS:

I CERTIFY that on October ____, 2011, Constantine Vlecides II personally appeared before me, a Notary Public of New Jersey, and acknowledged under oath to my satisfaction that (a) he/she is the Co-Chairman of the Board of Managers of **BUCKINGHAM PLACE AT SOUTH BRUNSWICK, L.L.C.**, the limited liability company named in the within document, and (b) he/she executed and delivered this document as the voluntary act of the limited liability company, duly authorized by a proper resolution of its members.

Notary Public of New Jersey

B06299P0349

STATE OF NEW JERSEY, COUNTY OF MERCER SS:

I CERTIFY that on October _____, 2011 **LESLIE S. LEFKOWITZ** personally came before me, a Notary Public of the State of New Jersey, and acknowledged under oath to my satisfaction that a) he is the **Chief of Legal and Regulatory Affairs of NEW JERSEY HOUSING AND MORTGAGE FINANCE AGENCY**, the Agency named in this document, and b) he executed and delivered this document as the voluntary act of the Agency, duly authorized by a proper resolution of its members, on behalf of the Agency.

Suzanne M. Plesnarski
Notary Public of New Jersey
My Commission Expires 9/30/2012

STATE OF NEW JERSEY, COUNTY OF MIDDLESEX SS:

I CERTIFY that on October 25, 2011, Constantine Vlecides II personally appeared before me, a Notary Public of New Jersey, and acknowledged under oath to my satisfaction that (a) he/she is the Co-Chairman of the Board of Managers of **BUCKINGHAM PLACE AT SOUTH BRUNSWICK, L.L.C.**, the limited liability company named in the within document, and (b) he/she executed and delivered this document as the voluntary act of the limited liability company, duly authorized by a proper resolution of its members.

Francine Antipin
Notary Public of New Jersey

FRANCINE ANTIPIN
NOTARY PUBLIC OF NEW JERSEY
Commission Expires 6/25/2013

B06299P0350

SCHEDULE "A"

All that certain tract, lot and parcel of land lying and being in the Township of South Brunswick, County of Middlesex and State of New Jersey being more particularly described as:

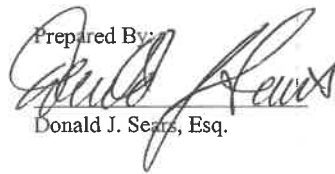
BEGINNING at a point, said point being the intersection of the Southerly Right of Way line of Raymond Road (66.00 feet wide) with the Westerly Right of Way line of Egress Road (50 feet with); thence running

1. Along the aforesaid westerly sideline of Egress Road, South 14 degrees 56 minutes 16 seconds West, a distance of 428.37 feet to a point thence
2. Along a curve to the left having a radius of 60.00 feet and an arc length of 105.35 feet to a point; thence
3. Along a curve to the right, having a radius of 40.00 feet and an arc length of 34.53 feet to a point on the northwesterly right of way line of Deerpark Drive (50 feet wide); thence
4. Along the aforesaid Northwesterly sideline of Deerpark Drive, South 53 degrees 47 minutes 28 seconds West a distance of 185.91 feet to a point thence
5. North 36 degrees 12 minutes 32 seconds West, a distance of 493.98 feet to a point; thence
6. North 10 degrees 26 minutes 02 seconds West, a distance of 405.90 feet to a point on the aforesaid southerly sideline of Raymond Road; thence
7. Along the aforesaid southerly sideline of Raymond Road, South 75 degrees 03 minutes 44 seconds East, a distance of 742.39 feet to a point, said point being the point and place of beginning.

Being known and designated as Lot 13.07 in Block 97 as shown on a certain map entitled "Princeton-Corporate-Plaza Subdivision Map", filed in the Middlesex County Clerk's Office on October 24, 1984 as Map No. 4764 file no. 971.

FOR INFORMATIONAL PURPOSES ONLY: Being known and designated as Block 97, Lot 13.07 on the Official Tax Map of the Township of South Brunswick, County of Middlesex, New Jersey.

B06299P0351

Prepared By:

Donald J. Sears, Esq.

CERTIFICATE OF COMPLETION

WHEREAS, a certain agreement dated July 6, 1984 ("Agreement"), was made by and between the Township of South Brunswick ("Township"), Middlesex County Planning Board ("County") and Aspen Associates, a New Jersey Partnership ("Developer"), for certain improvements to Block 97, Lot 12.081, as shown on the official tax map of the Township of South Brunswick; and

WHEREAS, the Agreement was made, in part, to secure the satisfactory completion of the permanent surface water run-off control measures and sediment control and storm water management structures located upon the above referenced block(s) and lot(s) and as otherwise shown on the plans and specifications submitted to the Township; and

WHEREAS, the Agreement was recorded in the office of the county recording officer of Middlesex County, New Jersey, on November 5, 1984, in Deed Book 3390 at Page 881;

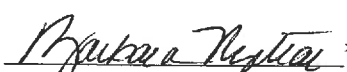
WHEREAS, a subsequent Settlement Agreement dated August 16, 2010 ("Settlement Agreement") was reached between the Township and Buckingham Place at South Brunswick, LLC, successor in title to the Developer, which, among other things, resolved all issues as to all parties related to the satisfactory completion of the permanent surface water run-off control measures and sediment control and storm water management structures located upon the above referenced block(s) and lot(s);

NOW TAKE NOTICE that the terms and conditions of the Settlement Agreement have been met and completed by or on behalf of the Developer, as evidenced by this Certificate of Completion confirming completion and compliance by Developer with the requirements of the Settlement Agreement.

TAKE FURTHER NOTICE that this Certificate of Completion shall not be deemed or construed to release Developer, Developer's heirs, assigns or successors in title, from the obligation to maintain any detention or retention area(s) or other control device(s) located either on the site of the development or off said site but, due to its nature or by agreement of the Developer, to be maintained by Developer. Said retention and/or detention area(s) or other control device(s) are to be permanently and perpetually maintained by Developer, Developer's heirs, assigns or successors in title, as set forth in the Agreement. Said maintenance shall conform to reasonable standards required by the Township and the obligation to maintain same shall run with the land.

I sign and CERTIFY to this Certificate of Completion on September 28, 2011.

Witnessed or Attested by:

STATE OF NEW JERSEY:

SS

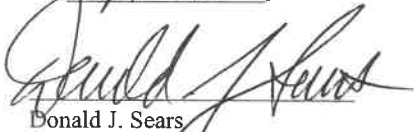
COUNTY OF MIDDLESEX:

I CERTIFY that on September 28, 2011, BARBARA NYITRAI personally came before me and she acknowledged under oath, to my satisfaction, that:

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

Signed and sworn to before me

On Sept. 28, 2011

A handwritten signature in cursive script, appearing to read "Donald J. Sears", written over a horizontal line.

Donald J. Sears

An Attorney At Law

In the State of New Jersey

Prepared By:

Donald J. Sears, Esq.

CERTIFICATE OF COMPLETION

WHEREAS, a certain agreement dated June 8, 1999 ("Agreement"), was made by and between the Township of South Brunswick ("Township"), Middlesex County Planning Board ("County") and Buckingham Place at South Brunswick, LLC ("Developer"), for certain improvements to Block 97, Lot 13.07, as shown on the official tax map of the Township of South Brunswick; and

WHEREAS, the Agreement was made, in part, to secure the satisfactory completion of the permanent surface water run-off control measures and sediment control and storm water management structures located upon the above referenced block(s) and lot(s) and as otherwise shown on the plans and specifications submitted to the Township; and

WHEREAS, the Agreement was recorded in the office of the county recording officer of Middlesex County, New Jersey, on June 29, 1999, in Deed Book 4651 at Page 42; and

WHEREAS, a subsequent Settlement Agreement dated August 16, 2010 ("Settlement Agreement") was reached between the Township and the Developer which, among other things, resolved all issues as to all parties related to the satisfactory completion of the permanent surface water run-off control measures and sediment control and storm water management structures located upon the above referenced block(s) and lot(s);

NOW TAKE NOTICE that the terms and conditions of the Settlement Agreement have been met and completed by the Developer, as evidenced by this Certificate of Completion confirming completion and compliance by Developer with the requirements of the Settlement Agreement.

TAKE FURTHER NOTICE that this Certificate of Completion shall not be deemed or construed to release Developer, Developer's heirs, assigns or successors in title, from the obligation to maintain any detention or retention area(s) or other control device(s) located either on the site of the development or off said site but, due to its nature or by agreement of the Developer, to be maintained by Developer. Said retention and/or detention area(s) or other control device(s) are to be permanently and perpetually maintained by Developer, Developer's heirs, assigns or successors in title, as set forth in the Agreement. Said maintenance shall conform to reasonable standards required by the Township and the obligation to maintain same shall run with the land.

I sign and CERTIFY to this Certificate of Completion on September 28, 2011.

Witnessed or Attested by:


Barbara Nyitrai, Township Clerk


David J. Samuel, Township Engineer

STATE OF NEW JERSEY:

SS

COUNTY OF MIDDLESEX:

I CERTIFY that on September 28, 2011, BARBARA NYITRAI personally came before me and she acknowledged under oath, to my satisfaction, that:

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

Signed and sworn to before me

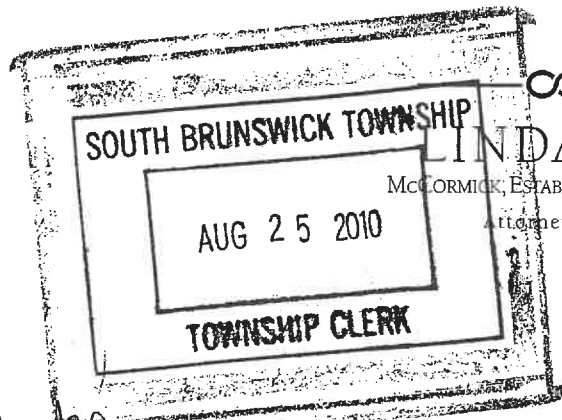
On Sept. 28, 2011



Donald J. Sears

An Attorney At Law

In the State of New Jersey



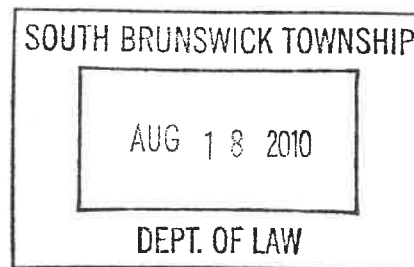
*Clerks
office*

August 17, 2010

Donald J. Sears, Esq.
Director of Law
Township of South Brunswick
Municipal Building
P.O. Box 190
Monmouth Junction, New Jersey 08852-0190

Re: Buckingham Place

Dear Mr. Sears:



I am enclosing a fully executed original Settlement Agreement and Release. I am also enclosing Buckingham Place check no. 6232 in the amount of \$600 made payable to "South Brunswick Twsp." Please take all necessary steps to withdraw/release the township's claims with Frontier Insurance Company on the subject bonds.

Very truly yours,

Thomas J. Sateary

TJS/
Encs.

cc: Mr. Constantine Vlecides (w/o enc.)

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release is executed as of July , 2010 by and between the Township of South Brunswick (hereinafter "Township") and Buckingham Place at South Brunswick, LLC (hereinafter "Buckingham Place").

WHEREAS, Buckingham Place posted the following bonds, underwritten and issued by Frontier Insurance Company, with the Township:

<u>Index No.</u>	<u>Bond No.</u>	<u>Date Posted</u>	<u>Type</u>	<u>Amount</u>
1310	Cash	2/14/2000	Tree Maintenance	\$4,167.75
1311	Cash	2/14/2000	Deerpark Drive	\$3,841.00
1312	Cash	2/14/2000	Raymond Road	\$4,305.00
1330	124190	3/09/2000	Performance	\$38,748.00
1331	124189	3/09/2000	Performance (Deerpark Drive)	\$34,570.00
1332	124188	3/09/2000	Performance (Site Plan)	\$19,143.00 (Released)
1333	124183	3/09/2000	Performance (Tree Replacement)	\$27,785.00
1560	FP0009551	12/03/2001	Incomplete Site	\$25,000.00

WHEREAS, the Township has filed claims with Frontier Insurance Company against certain of the aforementioned bonds;

WHEREAS, the parties have reached an agreement with respect to the Township's claims filed with Frontier Insurance Company against the aforementioned bonds and wish to memorialize the terms of their agreement;

NOW, THEREFORE, in consideration of the foregoing and the mutual promises contained herein and other good and valuable consideration, the receipt of which is hereby acknowledged, the Township and Buckingham Place, intending to be legally bound hereby, agree as follows:

1. The Township shall accept the sum of \$2,107.75 in full and final settlement of its claims against the aforementioned bonds. This sum shall include \$600 to be paid to the Township by Buckingham Place and the retention by the Township of the amount of \$1,507.75 which remains on account with the Township. Buckingham Place specifically relinquishes all rights it has to the \$1,507.75.

2. Upon receipt of the \$600 payment by Buckingham Place, the Township shall immediately take all necessary steps to release any and all of its claims filed with Frontier Insurance Company.

3. The parties hereto fully release and discharge each other, including the Township's elected officials, officers, employees and agents, and Buckingham's officers, directors, employees and agents, from any and all claims, liabilities and causes of action which each may now have against each other relating to the aforementioned bonds, together with all claims which arise or may have arisen therefrom.

4. By executing this Settlement Agreement and Release, the parties expressly covenant and warrant that they (i) have read this Settlement Agreement and Release, (ii) have had legal counsel of each party's own choosing fully explain its contents and the ramifications of each party's approval of this Settlement Agreement and Release, (iii) have had a reasonable and sufficient time to consider this Settlement Agreement and Release; and (iv) fully understand its contents.

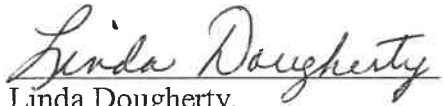
5. This Settlement Agreement and Release shall bind and inure to the benefit of the successors and assigns of both parties.

6. This Settlement Agreement and Release embodies the entire agreement and understanding of the parties with respect to the subject matters contained herein.

IN WITNESS WHEREOF the parties have executed this Settlement Agreement and Release as of the day and year first above written.

ATTEST:

TOWNSHIP OF SOUTH BRUNSWICK


Linda Dougherty,
Deputy Township Clerk

By: 
Frank Gambatese, Mayor

WITNESS:

BUCKINGHAM PLACE AT SOUTH
BRUNSWICK, LLC



By: 
Constantine Vlecides, II

STATE OF NEW JERSEY:
SS
COUNTY OF MIDDLESEX:

I CERTIFY that on July 30, 2010, LINDA DOUGHERTY personally came before me and she acknowledged under oath, to my satisfaction, that:

(a) she is the Deputy Township Clerk of the Township of South Brunswick, the municipal corporation named in this document;

(b) she is the attesting witness to the signing of this document by Frank Gambatese who is the Mayor of the Township of South Brunswick;

(c) this document was signed and delivered by the Township of South Brunswick as its voluntary act duly authorized by a proper resolution of the Township Council;

(d) she knows the proper seal of the Township of South Brunswick which was affixed to this document; and

(e) she signed this proof to attest to the truth of these facts.

Signed and sworn to before me

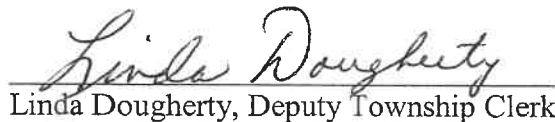
On July 30, 2010



Donald J. Sears

An Attorney at Law

In the State of New Jersey



Linda Dougherty, Deputy Township Clerk

STATE OF NEW JERSEY:
SS
COUNTY OF MIDDLESEX:

I CERTIFY that on August 16, 2010, Constantine Vlecides II personally came before me and he/she acknowledged under oath, to my satisfaction, that:

(a) he/she is the Managing Member of Buckingham Place at South Brunswick, LLC, the Company named in this document;

(b) he/she is the attesting witness to the signing of this document by Constantine Vlecides, II, who is the Executive & Managing Director of the Company;

(c) this document was signed and delivered by the Company as its voluntary act duly authorized by a proper resolution;

(d) he/she knows the proper seal of the Company, which was affixed to this document; and

(e) he/she signed this proof to attest to the truth of these facts.

Signed and sworn to before me

On August 16, 2010



FRANCINE ANTIPIN
NOTARY PUBLIC OF NEW JERSEY
Commission Expires 6/25/2013

Memorandum

To: John Bolcato, Treasurer
From: Donald J. Sears, Director of Law
Date: August 18, 2010
Re: Buckingham Place Settlement

Attached please find check in the amount of \$600, which is part of a settlement agreement between the Township and Buckingham Place, which is also attached for your reference.

Please deposit as appropriate. Thank you.

BUCKINGHAM PLACE
AT SOUTH BRUNSWICK, LLC
155 RAYMOND ROAD
PRINCETON, NEW JERSEY 08540

 **WILMINGTON**
TRUST
Wilmington Trust FSB
65-7346-521

6232

06/18/2010

\$600.00

DOLLARS

PAY
TO THE
ORDER OF

South Brunswick Twsp

Six hundred and 00/100*****

South Brunswick Twsp
Municipal Building
Finance Dept
Monmouth Junction, NJ 08852

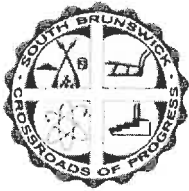


AUTHORIZED SIGNATURE

Security features. Details on back.



⑈006232⑈ ⑆052173464⑆ 800 2937 3140⑈



Resolution

Authorizing Execution of a Settlement Agreement and Release with Buckingham Place

WHEREAS, On February 18, 1999, Buckingham Place received preliminary and final site plan approval from the Zoning Board of Adjustment for development of its assisted living facility, and various bonds were posted in February and March 2000 issued by Frontier Insurance on behalf of the developer; and

WHEREAS, various items remained unfinished from an October 2002 punchlist prepared by CME Associates, and a number of bonds remain on file with the Township; and

WHEREAS, the Township of South Brunswick and Buckingham Place have reached an agreement with respect to the Township's claims filed with Frontier Insurance Company against the outstanding bonds posted for the development of Buckingham Place, and wish to memorialize the terms of their agreement;

NOW, THEREFORE, BE IT RESOLVED on this 27th day of July, 2010, by the Township Council of the Township of South Brunswick, County of Middlesex, State of New Jersey, that:

1. The Mayor and Township Clerk shall be and are hereby authorized to execute the Settlement Agreement and Release with Buckingham Place.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Chris Killmurray, Councilman
SECONDER:	Joseph Camarota, Councilman
AYES:	Camarota, Carley, Killmurray, O'Sullivan, Gambatese

This is to certify that the foregoing is a true copy of a resolution adopted at the South Brunswick Township Council meeting held on July 27, 2010.

Barbara Nyitrai, Township Clerk

(S&S.C. Agreement)

AGREEMENT

THIS AGREEMENT made as of this 6th day of July
in the year Nineteen Hundred and Eighty-four by and between the
TOWNSHIP OF SOUTH BRUNSWICK, a municipal corporation of the
State of New Jersey, Middlesex County, having its principal
offices at the Municipal Building, Monmouth Junction, New
Jersey (hereinafter referred to as the "Township"); Middlesex
County Planning Board (hereinafter referred to as "County");
and ASPEN ASSOCIATES, a New Jersey partnership
(hereinafter referred to as the "Developer").

WITNESSETH:

WHEREAS Developer has made application to one or more of
the municipal agencies (Planning Board and/or Board of Adjust-
ment) of the Township for development of certain property known
as lot(s) 12.081 in Block 97 on the official tax map.
of said Township, said property being more particularly described
as follows:

See Schedule "A" annexed hereto and made a part hereof.

PREPARED BY:

John R. Dusingarre
JOHN R. DUSINGARRE
AN ATTORNEY AT LAW OF N.J.

BOOK 3390 PAGE 881

11-5-84

WHEREAS, said application has been approved subject to conditions set forth in detail by a resolution or resolutions of said board or boards; and

WHEREAS, the ordinances of the Township require that a soil erosion and sedimentation control maintenance agreement be entered into as part of any application for development; and

WHEREAS, the ordinance of the Township requires that a surface run-off control maintenance agreement be entered into as part of any application for development; and

WHEREAS, the Developer acknowledges that a copy of the form of this agreement has been supplied to said Developer during the process leading to approval; and

WHEREAS, said Developer has reviewed the form of this agreement during the process leading to approval and has acknowledged his responsibilities hereunder;

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein and of the foregoing premises, including the agreement by Developer to enter into this agreement as an inducement to the Township board or boards to approve the application for Development as hereinabove set forth, the parties hereto agree as follows:

FIRST: Developer acknowledges receipt of a copy of the "Soil Erosion and Sediment Control Act" of the State of New Jersey (CH251, P.L. 1975) as it may be amended and a copy of all applicable ordinances of the Township relating to soil erosion and sedimentation control including, but not by way of limitation, the "Municipal Land Use Ordinance of the Township of South Brunswick" and, by reference, agrees to be bound by all duties and obligations imposed upon a developer by said law or ordinances.

SECOND: Developer agrees, both during and subsequent to the completion of the proposed development, to maintain the surface water run-off control plan and the soil erosion and sedimentation control plan. Measures, devices and methods as shown on plans submitted by Developer to the Township and as approved or subject to approval of the appropriate Township boards and/or officials as by ordinance in such case made and provided.

THIRD: That all soil erosion and sedimentation control plans and drawings as approved and all surface water run-off control plans and drawings, as approved, shall be consistent with and conform to the standards established by the hereinabove set forth Act of the State of New Jersey and the Ordinance of the Township and that Developer shall faithfully perform to these standards and specifications.

FOURTH: Unless otherwise specifically directed in writing by the Township, all temporary soil erosion and sedimentation control and surface run-off control measures and devices shall remain in place until such time as the areas thereby affected shall have been stabilized, as certified to the Township by the Township Engineer.

FIFTH: Developer shall be responsible for the continual maintenance of the permanent surface water run-off control measures and sediment control and storm water management structures shown on its plans and specifications submitted to the Township, until completion of development and certification of stabilization and termination of the need for such measure or measures and device or devices by the Township Engineer. Thereafter, for a period not to exceed 2 years from the date of final acceptance by the Township, such improvements shall be incorporated as part of the maintenance bond as required by the Municipal Land Use Ordinance.

SIXTH: Should it be determined that there exists a conflict between the standards set forth in statute or ordinance and the various plans and drawings submitted by the Developer and ap-

proved by the Township then, and in that event, those standards deemed more stringent on the Developer by the Township Engineer shall control and Developer acknowledges that Developer was neither improperly induced nor coerced into presenting plans or drawings more stringent than required by such statute or ordinance.

SEVENTH: The within agreement is intended to be executed in recordable form and to be recorded in the Office of the Clerk of the County of Middlesex. However, it is expressly understood and agreed that, when the terms and conditions of this agreement have been met and completed by Developer to be evidenced by the certificate of the Township Engineer submitted to the Township, a copy of the certificate of the Township Engineer evidencing completion and compliance by Developer with the requirements of this agreement, as well as with the applicable statutes and ordinances shall, upon request, be submitted to Developer in a form acceptable for recording with said Clerk of the County of Middlesex.

ATTEST: Paragraphs Eight to Eleven are on Rider A attached.
TOWNSHIP OF SOUTH BRUNSWICK

By Matthew A. Thompson
MATTHEW A. THOMPSON, TOWNSHIP CLERK

By Howard Bellio
HOWARD BELLIO, MANOR

WITNESS:

By Olga Rogers
OLGA ROGERS

ASPEN ASSOCIATES

By Harold Kent
HAROLD KENT, General Partner

ATTEST:

COUNTY OF MIDDLESEX

BY:

"Ridor A"

EIGHTH: Developer acknowledges that, in whole or in part, the surface water run-off control plan consists of a certain retention and/or detention area(s) or other control device(s) located either on the site of the development or off said site but, due to its nature or by agreement of the Developer, to be maintained by Developer. Developer further acknowledges that said area(s) or device(s) is to be permanently and perpetually maintained by Developer. Developer's heirs, assigns or successors in title and that said maintenance shall conform to reasonable standards required by the Township Engineer. Any deed or conveyance of the property in question shall contain a provision respecting the maintenance of said area(s).

NINTH: Notwithstanding the provisions of paragraph Seventh above, no certificate or completion or compliance by the Township Engineer shall be deemed or construed to release Developer, Developer's heirs, assigns or successors in title, from the obligation to maintain any on-site detention or retention area as hereinafter set forth. Further, the covenant respecting such maintenance is not personal and shall run with the land.

TENTH: In addition to those obligations set forth in this Agreement, Developer, its heirs, successors and assigns, shall additionally secure a certification from the Middlesex County Planning Board that it has approved of the aforesaid retention/detention area. The maintenance of the aforesaid area shall additionally be for the benefit of the County of Middlesex. The Middlesex County Planning Board shall, on its behalf, and on behalf of the County of Middlesex, have the current right, and from time to time, to impose reasonable standards of maintenance. In the event those standards are violated and remain uncured after notice, the County of Middlesex and the Middlesex County Planning Board, on behalf of the County of Middlesex, shall have the right to remedy and/or cure any deficiency and charge the Developer, its heirs, successors and assigns, all costs incurred, notwithstanding any subsequent development or subdivision of the premises. Responsibility for maintenance as it affects County facilities shall be the obligation of any subsequent owner and/or user of the premises or any part thereof.

ELEVENTH: Upon the release of the Maintenance Bond as provided for in paragraph Fifth the Developer shall be released from the conditions imposed herein and all obligations hereunder shall be binding upon the then owners, their heirs, assigns or successors in title, of the property described herein and such obligation shall be in perpetuity. The Developer shall cause this instrument to be recorded with the Clerk of the County of Middlesex, State of New Jersey.

HP

STATE OF NEW JERSEY, COUNTY OF

SS:

I CERTIFY that on July August 21, 1984

personally came before me and this person acknowledged under oath, to my satisfaction, that:

- (a) this person is the Township of South Brunswick, a Municipal Corporation of Township of South Brunswick, a Municipal Corporation named in the attached document;
- (b) this person is the Attorney-in-Fact in the signing of this document by the proper corporate officer who is Now Ad BELLE the Mayor of the corporation;
- (c) this document was signed and delivered by the corporation as its voluntary act duly authorized by a proper resolution of its Board of Directors;
- (d) this person knows the proper seal of the corporation which was affixed to this document; and
- (e) this person signed this proof to attest to the truth of these facts.

Signed and sworn to before me on 21
July August, 19 84

William D. Hays
(Notary Public for New Jersey)
Secretary

Prepared by: W. D. Hays (Notary Public for New Jersey)

STATE OF NEW JERSEY, COUNTY OF ESSEX

SS:

I CERTIFY that on July 10th, 19 84

Harold Kent, a General Partner of Aspen Associates

personally came before me and acknowledged under oath, to my satisfaction, that this person (or if more than one, each person):

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

William D. Hays
(Notary Public for New Jersey)

Prepared by:

ALICE V. ROSE
A Notary Public of New Jersey
My Commission Expires July 18, 1987

W. D. Hays (Notary Public for New Jersey)

BOOK 3290 PAGE 888

SCHEDULE "A"
ASPEX ASSOCIATES
PRINCETON CONG. P.L.C.

Beginning at a point on the northwesterly right-of-way line of New Jersey State Highway Route One, said point being distant 553.00 feet northeasterly from the intersection of said northwesterly right-of-way line of NJSR U.S. Route One and the northerly right-of-way line of Kingston Branch, P.R.R.; thence,

Westerly along said right-of-way line of NJSR U.S. Route One, $N53^{\circ}47'28"E$, 1033.23 feet to a point; thence,

Still along said right-of-way line $N53^{\circ}43'25"E$, 720.00 feet to a point at the southeasterly corner of lands now or formerly of Jeff Cliff, Inc.; thence,

Northerly along said lands of Jeff Cliff, Inc. $N21^{\circ}39'55"W$, 142.92 feet to a point on the southerly right-of-way line of Raymond Road; thence,

Westerly along said right-of-way line of Raymond Road $N75^{\circ}01'44"W$, 635.76 feet to a point; thence,

Still along said right-of-way line $N75^{\circ}03'44"W$, 826.22 feet to a point at the northeasterly corner now or formerly of Princeton Country Estates, Section One; thence,

Southerly along said lands of Princeton Country Estates $S10^{\circ}26'02"E$, 405.90 feet to a point; thence,

Still along said lands of Princeton Country Estates $S76^{\circ}53'03"W$, 274.50 feet to a point; thence,

Still along said lands of Princeton Country Estates and the westerly boundary line of Heathcote at Princeton, Section No. 2 S20°12'31"E, 175.14 feet to a point; thence, Along said lands at Heathcote at Princeton S33°46'00"W, 861.55 feet to a point at the northeasterly corner of lands of the Township of South Brunswick; thence, Along said lands of the Township of South Brunswick S53°47'30"W, 754.09 feet to a point at the northeasterly corner of lands now or formerly of Princeton Development Company; thence, Along said lands of Princeton Development Company S89°05'32"E, 140.81 feet to a point; thence, Still along said lands of Princeton Development Company S1°04'51"E, 100.15 feet to a point; thence, Still along said lands of Princeton Development Company N32°43'55"E, 632.78 feet to a point; thence, N53°47'28"E, 803.32 feet to a point; thence, S36°12'32"E, 340.00 feet to a point of curvature; thence, Along a curve to the right, having a radius of 50.00 feet, an arc distance of 78.51 feet to a point of tangency and the point and place of beginning. Containing 59.1 acres more or less.

State of **Ohio** }
County of _____ } ss.:

We it Remembers, that on this _____ day of _____ 19____, before me

personally appeared _____ who signed the within instrument as _____ of _____

who, I am satisfied, is the person

the corporation named therein and he thereupon acknowledged that the said instrument made by the corporation and sealed with its corporate seal, was signed, sealed with the corporate seal and delivered by him as such officer and is the voluntary act and deed of the corporation, made by virtue of authority from its Board of _____

Prepared by:

WCB C.D. DRY

RECEIVED

OCT 24 1984

WILKESSEX COUNTY
PLANNING BOARD

RECEIVED

OCT 23 1984

CLARK

RECEIVED

OCT 24 1984

WILKESSEX COUNTY
PLANNING BOARD

16371
RECEIVED & RECORDED
WILKESSEX COUNTY, N.J.
OCT 24 5 AM 8:34
BOOK 3380 PAGE 831
THOMAS L. HENRY
COUNTY CLERK

BOOK 3380 PAGE 839

MIDDLESEX COUNTY CLERK

Return To:

Index DEED BOOK

Book 04651 Page 0042

No. Pages 0012

Instrument COUNTY DEED

Date : 6/29/1999

Time : 4:24:45

Control # 199906290902

SOUTH BRUNSWICK TOWNSHIP OF

INST# DE 1999 010122

Employee ID DALALB

RECORDING	\$	.00
OVERCHARGE	\$	.00
EXEMPT	\$	.00
	\$	.00
	\$	.00
	\$	.00
	\$	.00
	\$	.00
	\$	.00
	\$	.00
Total:	\$	.00

STATE OF NEW JERSEY
MIDDLESEX COUNTY CLERK

ELAINE FLYNN
COUNTY CLERK



Cover sheet is part of Middlesex County filing record
Retain this page for future reference
Not part of the original submitted document

804651P-042



Prepared By:


Andre Wm. Gruber, Esq

RECORDED
INDEXED
JUN 29 1999

99 JUN 29 PM 4:27

FILED
IN
OFFICE

AGREEMENT

THIS AGREEMENT made as of this day of in the year
Nineteen Hundred and , by and between the TOWNSHIP OF SOUTH
BRUNSWICK, a municipal corporation of the State of New Jersey, Middlesex County,
having its principal offices at the Municipal Building, Monmouth Junction, New Jersey 08852
(hereinafter referred to as the "Township"); MIDDLESEX COUNTY PLANNING
BOARD, having its principal offices at 40 Livingston Avenue, New Brunswick, New Jersey
08901, (hereinafter referred to as the "County"); and Buckingham Place at South Brunswick,
LLC, whose mailing address is 7 Deer Park Drive, Suite M-1, Monmouth Junction, New
Jersey 08852, (hereinafter referred to as the "Developer")

WITNESSETH:

WHEREAS Developer has made application to one or more of the municipal
agencies (Planning Board and/or Board of Adjustment) of the Township for development
of certain property known as Lot(s) 13.07 in Block 97 of the official tax map of said
Township, said property being more particularly described as follows:

Beginning at a point

"See schedule A attached"

Containing 7.56 +/- acres of land.

WITNESSETH

804651P-043

ILLEGIBLE ORIGINAL
Middlesex County Clerk



Menlo Engineering Associates, Inc.

Civil Engineers • Landscape Architects • Land Planners • Land Surveyors • Wetland Specialists

Legal Description

Block 97, Lot 13.07

Township of South Brunswick

Middlesex County, New Jersey

Beginning at a point, said point marking the intersection of the common lot line between lot 13.07 in Block 97 & lot 1 in Block 97.05 with the southerly right-of-way line of Raymond Road (a 66' wide R.O.W.); thence

- 1) South 75 degrees 03 minutes 44 seconds East, along said southerly right-of-way line of Raymond Road, a distance of 696.39 feet to a point of curvature; thence
- 2) Along a curve bearing to the right, having a radius of 30.00 feet, a central angle of 90 degrees 00 minutes 00 seconds, a chord bearing and distance of South 30 degrees 03 minutes 44 seconds East 42.43 feet, and an arc distance of 47.12 feet to a point of tangency; thence
- 3) South 14 degrees 56 minutes 16 seconds West a distance of 170.00 feet to a point of curvature; thence
- 4) Along a curve bearing to the left, having a radius of 100.00 feet, a central angle of 23 degrees 04 minutes 26 seconds, a chord bearing and distance of South 03 degrees 24 minutes 03 seconds West 40.00 feet, and an arc distance of 40.27 feet to a point of reverse curvature; thence
- 5) Along a curve bearing to the right, having a radius of 100.00 feet, a central angle of 23 degrees 04 minutes 26 seconds, a chord bearing and distance of South 03 degrees 24 minutes 03 seconds West 40.00 feet, and an arc distance of 40.27 feet to a point of tangency; thence
- 6) South 14 degrees 56 minutes 16 seconds West a distance of 149.99 feet to a point of non-tangent curvature; thence
- 7) Along a curve bearing to the left, having a radius of 60.00 feet, a central angle of 100 degrees 36 minutes 18 seconds, a chord bearing and distance of South 54 degrees 38 minutes 07 seconds West 92.33 feet, and an arc distance of 105.35 feet to a point of reverse curvature; thence

SCHEDULE "A"

261 Cleveland Avenue, Highland Park, New Jersey 08904
Phone: 732-846-8885 Fax: 732-846-9439

804651P-044

ILLEGIBLE ORIGINAL
Middlesex County Clerk

- 8) Along a curve bearing to the right, having a radius of 40.00 feet, a central angle of 49 degrees 27 minutes 50 seconds, a chord bearing and distance of South 29 degrees 03 minutes 43 seconds West 33.47 feet, and an arc distance of 34.53 feet to a point of tangency; thence
- 9) South 53 degrees 47 minutes 28 seconds West, along the westerly right-of-way line of Deerpark Drive, a distance of 185.91 feet to a point; thence
- 10) North 36 degrees 13 minutes 32 seconds West, along the common lot line between lots 13.06 & 13.07 in Block 97 a distance of 493.98 feet to a point; thence
- 11) North 10 degrees 26 minutes 02 seconds West, along the common lot line between lot 13.07 in Block 97 and lots 1, 2 & 3 in Block 97.05, a distance of 405.90 feet to the point or place of BEGINNING.

The above described parcel contains 7.56 Ac. more or less. All as shown on a map entitled "Buckingham Place - Engineering Site Plan" prepared by Menlo Engineering Associates, Inc., job no. 97036; drawing no. SP-1; dated September 19, 1997 and revised through October 28, 1998.

RMC/mad
MEA #97036
October 29, 1998

SCHEDULE "A"

TOTAL P. 83

804651P-045

WHEREAS, said application has been approved subject to conditions set forth in detail by a resolution or resolutions of said board or boards; and

WHEREAS, the ordinances of the Township require that a soil erosion and sedimentation control maintenance agreement be entered into as part of any application for development; and

WHEREAS, the ordinances of the Township requires that a surface run-off control maintenance agreement be entered into as part of any application for development; and

WHEREAS, the Developer acknowledges that a copy of the form of this agreement has been supplied to said Developer during the process leading to approval; and

WHEREAS, said Developer has reviewed the form of this agreement during the process leading to approval and has acknowledged his responsibilities hereunder;

NOW THEREFORE, for and in consideration of the mutual covenants contained herein and of the foregoing premises, including the agreement by Developer to enter into this agreement as an inducement to the Township board or boards to approve the application for Development as hereinabove set forth, the parties hereto agree as follows:

FIRST: Developer acknowledges receipt of a copy of the "Soil Erosion and Sediment Control Act" of the State of New Jersey (CH251, P. L. 1975) as it may be amended and a copy of all applicable ordinances of the Township relating to soil erosion and sedimentation control including, but not by way of limitation, the "Municipal Land Use Ordinance of the Township of South Brunswick" and, by reference agrees to be bound by all duties and obligations imposed upon a developer by said law or ordinances.

SECOND: Developer agrees both during and subsequent to the completion of the proposed development, to maintain the surface water run-off control plan and the soil erosion and sedimentation control plan and will follow the measures, devices and methods as shown on plans submitted by Developer to the Township and as approved or subject to approval of the appropriate Township boards and/or officials as by ordinance in such case made and provided.

THIRD: That all soil erosion and sedimentation control plans and drawings as approved and all surface water run-off control plans and drawings, as approved, shall be consistent with and conform to the standards established by the hereinabove set forth Act of the State of New Jersey and the Ordinance of the Township and that Developer shall faithfully perform to those standards and specifications.

FOURTH: Unless otherwise specifically directed in writing by the Township, all temporary soil erosion and sedimentation control and surface run-off control measures and devices shall remain in place until such time as the areas thereby affected shall have been stabilized, as certified to the Township by the Township Engineer.

FIFTH: Developer shall be responsible for the continual maintenance of the permanent surface run-off control measures and sediment control and storm water management structures shown on its plans and specifications submitted to the Township, until completion of development and certification of stabilization and termination of the need for such measure or measures and device or devices by the Township Engineer. Thereafter, for a period not to exceed 2 years from the date of final acceptance by the Township, such improvements shall be incorporated as part of the maintenance bond as required by the Municipal Land Use Ordinance.

SIXTH: Should it be determined that there exists a conflict between the standards set forth in statute or ordinance and the various plans and drawings submitted by the Developer and approved by the Township then, and in that event, those standards deemed more stringent on the Developer by the Township Engineer shall control and Developer acknowledges that Developer was neither improperly induced nor coerced into presenting plans or drawings more stringent than required by such statute or ordinance.

SEVENTH: The within agreement is intended to be executed in recordable form and to be recorded in the Office of the Clerk of the County of Middlesex. However, it is expressly understood and agreed that, when the terms and conditions of this agreement have been met and completed by Developer to be evidenced by the certificate of the Township Engineer submitted to the Township, evidencing completion and compliance by Developer with the requirements of this agreement, as well as with the applicable statutes and ordinances shall, upon request, be submitted to Developer in a form acceptable for

recording with said clerk of the County of Middlesex.

EIGHTH: Developer acknowledges that, in whole or in part, the surface water run-off control plan consists of certain retention and/or detention area(s) or other control device(s) located either on the site of the development or off said site but, due to its nature or by agreement of the Developer, to be maintained by Developer. Developer further acknowledges that said area(s) or device(s) is to be permanently and perpetually maintained by Developer. Developer's heirs, assigns or successors in title and that said maintenance shall conform to reasonable standards required by the Township Engineer. Any deed or conveyance of the property in question shall contain a provision respecting the maintenance of said area(s).

NINTH: Notwithstanding the provisions of paragraph Seventh above, no certificate of completion or compliance by the Township Engineer shall be deemed or construed to release Developer, Developer's heirs, assigns or successors in title, from the obligation to maintain any on-site detention or retention area as hereinafter set forth. Further, the covenant respecting such maintenance is not personal and shall run with the land.

TENTH: In addition to those obligations set forth in this Agreement, Developer, its heirs, successors and assigns shall additionally secure a certification from the Middlesex County Planning Board that it has approved of the aforesaid retention/detention area. The maintenance of the aforesaid area shall additionally be for the benefit of the County of Middlesex. The Middlesex County Planning Board shall, on its behalf, and on behalf of the County of Middlesex, have the current right, and from time to time, to impose reasonable standards of maintenance. In the event those standards are violated and remain uncured after notice, the County of Middlesex and the Middlesex County Planning Board, on behalf of the County of Middlesex, shall have the right to remedy and/or cure any deficiency and charge the Developer, its heirs, successors and assigns, all costs incurred, notwithstanding any subsequent development or subdivision of the premises.

Responsibility for maintenance as it affects County facilities shall be the obligation of any subsequent owner and/or user of the premises or any part thereof.

ELEVENTH: Upon the release of the Maintenance Bond as provided for in paragraph Fifth the Developer shall be released from the conditions imposed herein and all obligations hereunder shall be binding upon the then owners, their heirs, assigns or successors in title, of the property described herein and such obligation shall be in perpetuity.

The Developer shall cause this instrument to be recorded with the Clerk of the County of Middlesex, State of New Jersey.

IN WITNESS WHEREOF, the parties hereto have set forth their hands and seals the day and year first written above.

AAASPTLAGE

5

804651P-049

STATE OF NEW JERSEY)

SS:

COUNTY OF MIDDLESEX)

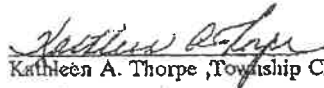
I certify that on *April 23*, 1999, KATHLEEN THORPE, personally came before me and acknowledged under oath, to my satisfaction, that:

- (a) She is the Township Clerk of the Township of South Brunswick, the Municipal Corporation named in this document;
- (b) She is the attesting witness to the signing of this document by the proper corporate officer who is the Manager of the Township of South Brunswick;
- (c) This document was signed and delivered by the Township as its voluntary act duly authorized by a proper resolution of the Township Committee;
- (d) She knows the proper seal of the Township which was affixed to this document; and
- (e) She signed this proof to attest to the truth of these facts.

Signed and sworn to before me
on *April 23*, 1999.



DOROTHY J. FEE
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES APRIL 10, 2002



Kathleen A. Thorpe, Township Clerk

B04651P-050

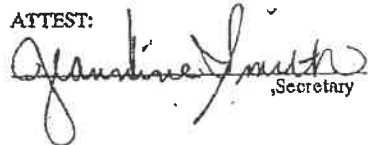
ACKNOWLEDGEMENTS

ATTEST:

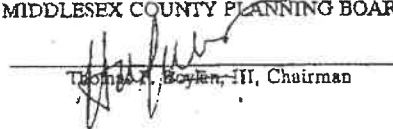

LINDA SHERI GILBERT
A Notary Public of New Jersey
My Commission Expires April 13, 2003


Constantine Vleides, II for Buckingham Place
at South Brunswick, LLC

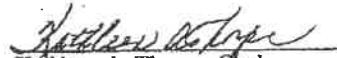
ATTEST:

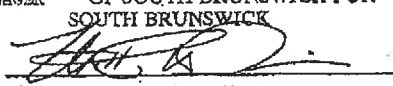

Secretary

MIDDLESEX COUNTY PLANNING BOARD


Thomas F. Boylen, III, Chairman

ATTEST:


Kathleen A. Thorpe, Clerk

MANAGER OF SOUTH BRUNSWICK FOR
SOUTH BRUNSWICK

Matthew U. Watkins, Manager

ACKNOWLEDGEMENT, MIDDLESEX COUNTY PLANNING BOARD.

STATE OF NEW JERSEY:

SS:

COUNTY OF MIDDLESEX:

I certify that on June 8, 1999, Jeannine Smith, ~~Thomas F. Boylan III~~, personally came before me and this person acknowledged, under oath, to my satisfaction, that:

- a) this person _____ is the Secretary of the MIDDLESEX COUNTY PLANNING BOARD, named in this Instrument;
- b) this person is the attesting witness to the signing of this Instrument by Thomas F. Boylan III, the Chairman of the MIDDLESEX COUNTY PLANNING BOARD;
- c) this instrument was signed and delivered by the MIDDLESEX COUNTY PLANNING BOARD as its voluntary act duly authorized by a proper resolution of this Board;
- d) this person knows the proper seal of the County of Middlesex, which was affixed to this Instrument;
- e) this person signed this proof to attest to the truth of these facts.

Sworn to and subscribed
before me this 8th day
of June, 1999.

Brenda L. Bleacher
Notary Public of the
State of New Jersey
BRENDA L. BLEACHER
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 2/22/2004

MIDDLESEX COUNTY PLANNING BOARD

A RESOLUTION APPROVING TRI-PARTY
AGREEMENT BETWEEN SOUTH BRUNSWICK,
MIDDLESEX COUNTY PLANNING BOARD AND
BUCKINGHAM PLACE AT SOUTH BRUNSWICK, LLC

Whereas, Buckingham Place at South Brunswick, LLC has made application for development of certain property known as Lot(s) 13.07, Block 97 of the tax map of the Township of South Brunswick, which development shall include certain retention and/or detention basins and appurtenances thereto; and

Whereas, the County of Middlesex Planning Board requires that Buckingham Place at South Brunswick, LLC the Township of South Brunswick, and the Middlesex County Planning Board enter into a certain tri-party agreement for the maintenance of said structures; and

Whereas, the ordinances of the Township of South Brunswick require certain soil erosion and sediment control, as well as surface runoff control, agreements be in place; and

Whereas, the Township Attorney has reviewed the tri-party agreement between the parties and has found same to be in proper form;

NOW, THEREFORE, BE IT RESOLVED on this 20th day of April, 1999 by the Township Council of the Township of South Brunswick, County of Middlesex, State of New Jersey, that:

1. The Township Council of the Township of South Brunswick hereby authorizes the execution of a tri-party agreement between the Township of South Brunswick, Middlesex County Planning Board and Buckingham Place at South Brunswick, LLC a copy of which is on file in the Township Clerk's office.
2. The Mayor and the Township Clerk are hereby authorized to execute any and all documents necessary to enter into said agreement.

I do hereby certify that the foregoing is a true copy of a Resolution passed by the Township Council of South Brunswick at a meeting duly held on the 20th day of April, 1999.


Dany Clerk