



2018

Third Round Housing Element & Fair Share Plan

APRIL 2018

Florence Township, Burlington County, New Jersey

Prepared by:

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Housing Element and Fair Share Plan

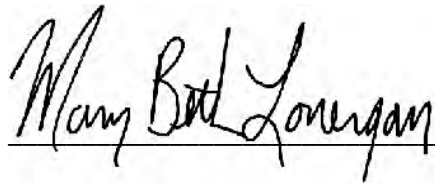
Florence Township, Burlington County, New Jersey

Adopted by the Planning Board on April 24, 2018

Endorsed by the Township Council on May 2, 2018

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





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TABLE OF CONTENTS

Executive Summary.....	3
Judicial & Legislative Background.....	7
Affordability Requirements.....	12
Housing Element/Fair Share Plan Requirements.....	15
Florence Township Affordable Housing History	16
Consideration of Lands Appropriate for Affordable Housing	17
Florence Township's Affordable Housing Obligation	18
Florence Township's Affordable Housing Plan.....	19
Affordable Housing Administration & Affirmative Marketing	49
Affordable Housing Trust Fund	51
Cost Generation	52

APPENDICES TO THE HOUSING ELEMENT & FAIR SHARE PLAN

- A. Housing, Demographic and Employment Analysis
- B. Settlement Agreement: Fair Share Housing Center (FSHC)
- C. 2017 Court Orders – Including Order Approving the FSHC and Weiss Agreements
- D. Burlington County Home Improvement Loan Program: Owner Occupied Rehabilitation
- E. Urban County Cooperation Agreement with Burlington County and Resolution Entering into Program
- F. Rental Rehabilitation Administrator: Resolution and Agreement
- G. Senior Rental Rehabilitation: BCCAP Agreement (Original and Amended) and Resolutions
- H. RCA CFO Certification
- I. Fair Share Ordinance including Township-wide Mandatory Set-Aside Ordinance
- J. Spending Plan, Resolution Adopting Spending Plan and Resolution of Intent to Fund
- K. Affirmative Marketing Plan and Resolution Adopting Plan
- L. Prior Round: Roebling Arms Documentation
- M. Prior Round: Roebling Inn Documentation
- N. Prior Round: Transitional Housing Documentation
- O. Third Round: 300-320 Alden Avenue Documentation
- P. Third Round: Duffy 100% Affordable Housing Documentation
- Q. Third Round: Hornberger 100% Affordable Housing Documentation
- R. Third Round: Albax/McHugh Court Inclusionary Housing Documentation
- S. Third Round: Sassman Inclusionary Housing Documentation



- T. Third Round: Legacy Inclusionary Housing Documentation
- U. Sewer/Water Availability Letter
- V. Third Round Weiss Agreement and Inclusionary Redevelopment Plan
- W. Third Round: Market to Affordable Program Documentation
- X. Third Round: Supportive and Special Needs Housing Documentation
- Y. Development Fee Ordinance
- Z. 100% Affordable Housing Ordinance – Hornberger Site
- AA. Administrative Agent Appointment Documentation
- BB. Planning Board Resolution Adopting Housing Element and Fair Share Plan
- CC. Governing Body Resolution Endorsing the Fair Share Plan
- DD. Municipal Housing Liaison Resolution



EXECUTIVE SUMMARY

This amended Third Round Housing Element and Fair Share Plan has been prepared for Florence Township, Burlington County in accordance with the New Jersey Fair Housing Act and the rules of the New Jersey Council on Affordable Housing (“COAH”) at N.J.A.C. 5:93 et seq. Also, the plan was prepared in order to address the Court-approved Settlement Agreement (“FSHC Agreement”) between Florence Township and Fair Share Housing Center (“FSHC”), dated November 22, 2016 and later amended December 19, 2017. This plan is an amendment to the prior Third Round plan adopted by the Planning Board and endorsed by the Township Council in December 2008 (which received COAH third round substantive certification) and a plan amendment in April 2010. This Plan will serve as the foundation for the Township’s submission to the Honorable John E. Harrington, P.J.Cv., for a third round Judgment of Compliance and Repose to July 2025.

There are three components to a municipality’s affordable housing obligation: the Rehabilitation Share, or Present Need, the Prior Round obligation, and the Third Round obligation. The Court-approved FSHC Agreement established the Township’s 96-unit Rehabilitation Share / Present Need obligation, a 114-unit Prior Round obligation for the years 1987 to 1999, and a 378-unit Third Round fair share obligation for the years 1999 to 2025 (including the “gap” period).

Regarding rehabilitation, the Township will continue its owner-occupied rehabilitation program participation with Burlington County’s Home Improvement Loan Program and Community Development Block Program, institute a local rental-rehabilitation program and provide any funding from the affordable housing trust fund necessary to supplement the cost to satisfy its obligation.

The Township has fully satisfied the prior round obligation (1987-1999) of 114 units with the following completed projects including 42 (of 103) transferred RCA credits with Pemberton Township, 24 Roebling Arms family rentals, 14 Roebling Inn senior rentals, 5 alternative living arrangement housing units and 29 prior round rental bonus credits.

The third round obligation (1999-2025) of 378 units will be satisfied with the following components; 61 (of 103) surplus RCA credits; 80 100% affordable family rental credits and proposed units (300/320 Alden, Hornberger); 53 100% affordable senior rental credits (Duffy/MEND); 17 inclusionary senior sales credits (Atlantic/Legacy); one (1) inclusionary family sale unit (Albax/McHugh Ct.); 38 inclusionary family rental units (Sassman, Weiss); 17 market to affordable program credits; 25 alternate living arrangement units and 95 third round rental bonus credits.





INTRODUCTION

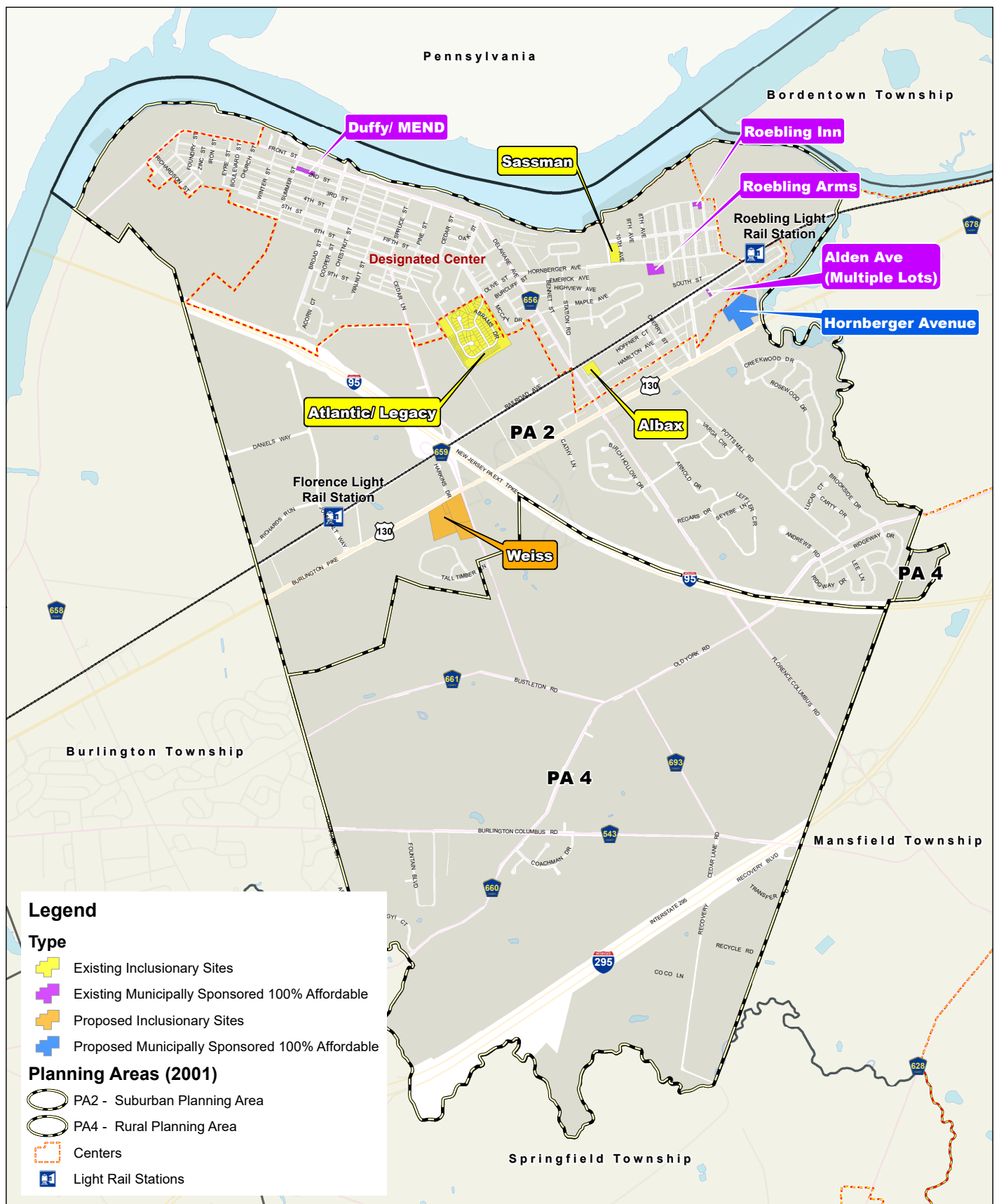
Florence Township, a primarily residential suburban community of 12,109 persons with a land area of 9.65 square miles, is located in the north central edge of Burlington County. The Township adjoins Bristol and Falls Township to the north across the Delaware River in Pennsylvania, Bordentown Township to the north, Mansfield Township to the east, Burlington Township to the southwest and Springfield Township to the south.

The Township has about 3 miles of frontage on the Delaware River and constitutes approximately 1.2 percent of the land in Burlington County. Florence Township is approximately 20 miles from Philadelphia and located within the Suburban and Rural Planning Areas (PA-2 and 4) category as designated by The State Development Plan (SDRP) of New Jersey. It is easily accessible from much of the region, as the New Jersey Turnpike and New Jersey Route 130 bisect the Township, and Interstate Route 295 traverses the southern edge of the Township. The Township is also serviced by New Jersey Transit's ("NJ Transit") River Line commuter rail line, providing access to Trenton, Camden and other destinations throughout the region.

Florence Township's Master Plan portrays a community that has developed with a wide range of land uses, creating both residential communities as well as employment opportunities. However, the Master Plan notes, "In recent years, housing development has greatly outstripped commercial development further extending an imbalance that resulted from the closing of the Roebling Steel Mill, increasing pressure on an already strained tax base." Thus, a goal of the Master Plan was to restore the balance in land uses by promoting commercial development in the Township.

There are two census-designated places in the Township, Village of Roebling and Florence Station, located along the Delaware River and comprise a "Town" as designated by the SDRP. The Roebling Steel Mill, now not in operation, is located in Roebling and provided steel for the Golden Gate Bridge and the Brooklyn Bridge. Approximately 15% or 63 acres of Roebling Village contains moderate to high density residential row house dwellings on 1,500 square foot lots. Florence Station contains more moderate density residential dwellings on 5,000 square foot lots. Adjoining Florence Station is an area which includes a foundry installation of 61 acres and many nearby multi-family and two-family dwellings. Contrasting with the developed portion of Florence Township, the area east of Route 130 is more rural containing low density housing and agricultural production uses.

There are small pockets of neighborhood commercial uses within the Florence Station and Village of Roebling downtown areas. The larger, more suburban oriented commercial uses are located along NJSH Business Route 130 and include significant new manufacturing and warehouse uses. The NJ Transit Rail system consists of two stops – one in the historic village of Roebling adjacent to the Roebling Redevelopment site and one in the midst of an existing and planned warehouse development.



Clarke Caton Hintz ● ● ●

Architecture
Planning
Landscape Architecture

HOUSING ELEMENT AND FAIR SHARE PLAN

Affordable Housing Compliance Plan Map

LOCATION:
Florence Township, Burlington County, NJ

DATE:
February 2018



JUDICIAL & LEGISLATIVE BACKGROUND

In its landmark 1975 decision now referred to as “Mount Laurel I”, the New Jersey Supreme Court ruled that developing municipalities have a constitutional obligation to provide a realistic opportunity for the construction of low- and moderate-income housing. In its 1983 Mount Laurel II decision, the Supreme Court extended the obligation to all municipalities. Subject to a number of limitations, Mt. Laurel II also gave developers under appropriate circumstances the opportunity to secure a “builder’s remedy”.¹ “A builder’s remedy, a form of exclusionary zoning litigation, is a mechanism to potentially force municipal compliance with its affordable housing obligations in instances in which a municipality fails to do so voluntarily. Under a builder’s remedy suit, if a developer is successful in demonstrating that the municipality failed to provide a realistic opportunity for the construction of the regions low and moderate income housing, a developer may be granted a builder’s remedy if the developer’s site is suitable for inclusionary development. A developer would typically build a multi-family project on land that was not zoned to permit this use or at densities desired by the developer at the time of the suit and where a “substantial” percentage of the units are reserved for low- and moderate-income households.

In 1985, the Legislature enacted the Fair Housing Act in response to Mount Laurel II and AMG Realty Co v. Warren Township. The Fair Housing Act created COAH as the administrative alternative to compliance in a court proceeding. The Legislature conferred “primary jurisdiction” on COAH and charged COAH with promulgating regulations: (i) to establish housing regions; (ii) to estimate low- and moderate-income housing needs; (iii) to set criteria and guidelines for municipalities to determine and address their fair share numbers, and (iv) to create a process for the review and approval of appropriate housing elements and fair share plans. As will be further discussed, the New Jersey Supreme Court declared COAH a moribund agency and reactivated a judicial process in the review and approval of affordable housing plans. As the Superior Court has already approved the Township’s affordable housing allocations, this document is being created to submit to the judicial process for final approval of its compliance methods and ultimately, to receive a Third Round Judgment of Repose for a 10-year period from 2015 to 2025. This Judgment of Repose will provide the Township protection from exclusionary zoning lawsuits during the time that it is in effect.

COAH’s First and Second Round

COAH determined municipal affordable housing obligations², or number of affordable dwellings, and created the criteria and guidelines for municipalities to address their respective fair share obligations. COAH originally established municipal affordable housing obligations for the six-year period between 1987 and 1993 (N.J.A.C. 5:92-1 et seq.), which became known as the “first round.” These rules established an existing need where sub-standard housing was

¹ Southern Burlington NAACP v. Twp. of Mt. Laurel, 92 NJ 158 (1983)

² A.k.a. a municipality’s “fair share” of affordable housing.



being occupied by low- and moderate-income households (variously known as “present need” or “rehabilitation share”) and future demand to be satisfied with new construction (“prospective need”). They followed guidelines established by the U.S. Dept. of Housing and Urban Development (“HUD”), which defined affordable housing as dwellings that could be occupied by households making 80% or less of the regional household median income.

The first round fair share regulations were superseded by COAH regulations in 1994 (*N.J.A.C.* 5:93-1.1 et seq.). The 1994 regulations recalculated a portion of the 1987-1993 affordable housing obligations for each municipality and computed the additional municipal affordable housing need from 1993 to 1999 using 1990 U.S. Census data. The regulations COAH adopted in 1994 to identify a municipality’s “cumulative” obligations for the first and second round are known as “the second round” regulations. Under regulations adopted for round three, the obligation of municipalities to create new affordable housing for the first and second round is referred to as the “prior round” obligation. This plan will refer to the new construction obligation for the first and second housing cycles as the “prior round” obligation.

COAH’s Third Round and Related Judicial Activity

On December 20, 2004, COAH’s first version of the Third Round rules (*N.J.A.C.* 5:94-1 and 5:95-1, “Round 3.1”) became effective some five years after the end of round two in 1999. Whereas the first two rounds covered periods of six years, the FHA was amended in 2001 to extend the time period to 10 years. The Third Round was defined as the time period from 1999 to 2014 but was intended to be addressed during a delivery period from January 1, 2004 through January 1, 2014. In other words, 15 years of affordable housing activity was to take place in 10 years.

The Third Round rules marked a significant departure from the methods utilized in COAH’s prior round. Previously, COAH assigned an affordable housing obligation as an absolute number to each municipality. These Third Round rules implemented a “growth share” approach that linked the production of affordable housing to the development of residential and non-residential development within a municipality. Each municipality was required to project the amount of residential and non-residential growth that would occur during the period 2004 through 2014. Then municipalities were required to provide the opportunity of one affordable unit for every 8 market rate housing units developed and one affordable unit for every 25 jobs created. Jobs were not counted directly but rather by using non-residential building square footage as a substitute for employment. The Township prepared a housing plan based on these rules as will be discussed below.

This set of rules changed, however, when the New Jersey Appellate Court invalidated key elements of the first version of the Third Round rules, including the growth share approach, on January 25, 2007, *In re Adoption of N.J.A.C. 5:94 and 5:95*, 390 N.J. Super. 1. The Court ordered COAH to propose and adopt amendments to its rules within six months to address



the deficiencies identified by the Court. COAH missed this deadline but did issue revised rules effective on June 2, 2008 (as well as a further rule revision effective on October 20, 2008). COAH largely retained the growth share approach but implemented several changes intended to create compliance with the 2007 Appellate Court decision. Additionally, the Third Round was expanded from 2014 to 2018. As such, this required 19 years of affordable housing activity (1999-2018) to take place during a 10-year delivery period (2008-2018).

Just as various parties challenged COAH's initial Third Round regulations, parties challenged COAH's 2008 revised Third Round rules. On October 8, 2010, the Appellate Division issued its decision, In re Adoption of N.J.A.C. 5:96 and 5:97, 416 N.J. Super. 462, with respect to the challenge to the second iteration of COAH's Third Round regulations. The Appellate Division validated the COAH prior round regulations that assigned rehabilitation and prior round numbers to each municipality, but invalidated the regulations by which the agency assigned housing obligations in the Third Round. Specifically, the Appellate Division ruled that COAH could not allocate obligations through a "growth share" formula. Instead COAH was directed to use similar methods that had been previously used in the first and second rounds. The Court gave COAH five months to address its ruling, and provide guidance on some aspects of municipal compliance. Other highlights of the Appellate Court's 2010 decision included:

- To be credited, municipally-sponsored or 100% affordable housing sites must show site control, site suitability, and a proposed source of funding.
- COAH's rules did not provide sufficient incentive for the private construction of inclusionary developments (market-rate and affordable units). Clearly defined percentages supported by economic data must be provided. The Court noted that a 20% affordable housing set-aside was typical.
- The Court invalidated Prior Round rental bonuses for developments that were not built within a reasonable time-frame.
- Bonuses for smart growth and redevelopment activities were upheld; however, the Court invalidated Third Round compliance bonuses.
- The Court upheld its prior ruling on COAH's formula that did not reallocate present need obligation from urban aid eligible municipalities to other municipalities in the region. The Court also questioned whether or not urban aid municipalities should be assigned an allocation for future growth.



Judicial Activity from 2011 to the Present

COAH sought a stay from the NJ Supreme Court of the March 8, 2011 deadline that the Appellate Division imposed in its October 2010 decision for the agency to issue new Third Round housing rules. The Supreme Court granted COAH's application for a stay and granted petitions and cross-petitions to all of the various challenges to the Appellate Division's 2010 decision. The Supreme Court heard oral argument on the various petitions and cross petitions on November 14, 2012.

The NJ Supreme Court decided on the appeal by the executive branch of the Appellate Court's decision of March 8, 2012 that disallowed the dissolution of COAH under Governor Christie's Reorganization Plan No. 001-2011. The Supreme Court upheld the lower court's ruling, finding that the governor did not have the power to unilaterally reorganize COAH out of existence. The judges found that such an action requires the passage of new legislation.

On September 26, 2013, the NJ Supreme Court upheld the Appellate Court decision in In re Adoption of N.J.A.C. 5:96 and 5:97 by New Jersey Council On Affordable Housing, 215 N.J. 578 (2013), and ordered COAH to prepare the necessary rule revisions. Subsequent delays in COAH's rule preparation and ensuing litigation led to the NJ Supreme Court, on March 14, 2014, setting forth a schedule for adoption.

Although ordered by the NJ Supreme Court to adopt revised new rules on or before October 22, 2014, COAH deadlocked 3-3 at its October 20, 2014 meeting and failed to adopt the draft rules it had issued on April 30, 2014. In response, FSHC filed a motion in aid of litigant's rights with the NJ Supreme Court and oral argument on that motion was heard on January 6, 2015.

On March 10, 2015, the Supreme Court issued a ruling on the motion in aid of litigant's rights (In re Adoption of N.J.A.C. 5:96 & 5:97, 221 NJ 1, aka "Mt. Laurel IV"). This long-awaited decision provides a new direction for how New Jersey municipalities are to comply with the constitutional requirement to provide their fair share of affordable housing. The Court transferred responsibility to review and approve housing elements and fair share plans (housing plans) from COAH to designated Mt. Laurel trial judges. The implication of this was that municipalities could no longer wait for COAH to adopt Third Round rules before preparing new Third Round housing plans and municipalities must now apply to Court, instead of COAH, if they wish to be protected from exclusionary zoning lawsuits. These trial judges, with the assistance of an appointed Special Master to the Court, should review municipal plans much in the same manner as COAH previously did. Those towns whose plans are approved by the Court should receive a Judgment of Repose.

While the NJ Supreme Court's decision set a process in motion for towns to address their Third Round obligation, it did not assign those obligations. Instead, that must be done by the trial courts. Additionally, the Court stated that municipalities should rely on COAH's Second Round rules (N.J.A.C. 5:93) and those components of COAH's 2008 regulations that were not



specifically invalidated, as well as the Fair Housing Act (N.J.S.A. 52:27D – 301 et seq.), in their preparation of Third Round housing elements and fair share plans. This plan is prepared in response to and in compliance with the March 10, 2015 NJ Supreme Court decision.

On January 17, 2017, the NJ Supreme Court issued a decision In Re Declaratory Judgment Actions Filed By Various Municipalities, 227 N.J. 508 (2017) that found that the “gap period,” defined as 1999-2015, generates an affordable housing obligation. This obligation requires an expanded definition of the municipal Present Need obligation to include low- and moderate-income households formed during the gap period. Accordingly, the municipal affordable housing obligation is composed of the following four (4) parts: Present Need (rehabilitation), Prior Round (1987-1999, new construction), Gap Present Need (1999-2015, new construction), and Prospective Need (Third Round, 2015 to 2025, new construction). The structure of the obligation established through the Township’s Settlement Agreement with FSHC complies with the findings of this recent Supreme Court decision as the Township’s Third Round obligation (1999-2025) includes the 1999-2015 gap period.

Past Legislative Activity

In addition to the COAH process and judicial decisions, the New Jersey Legislature has amended the Fair Housing Act in recent years. On July 17, 2008, Governor Corzine signed P.L.2008, c.46 (referred to as the “Roberts Bill”, or “A500”), which amended the Fair Housing Act in a number of ways. Key provisions of the legislation included the following:

- It established a statewide 2.5% nonresidential development fee instead of requiring nonresidential developers to provide affordable housing;
- It eliminated regional contribution agreements (“RCAs”) as a compliance technique available to municipalities whereby a municipality could transfer up to 50% of its fair share to a so called “receiving” municipality;
- It added a requirement that 13% of all future affordable housing units and 13% of all similar units funded by the state’s Balanced Housing Program and its Affordable Housing Trust Fund be restricted to very low income households (30% or less of median income); and
- It added a requirement that municipalities had to commit to spend development fees within four years of the date of collection after its enactment, which commitment obligation deadline was initially the four-year anniversary of the law (July 17, 2012³).

These amendments to the FHA are not promulgated in any valid COAH regulations.

³ - The four-year period of fund commitment will start when the Court approves the municipal fair share plan and spending plan, per the subsequent Appellate Division decision on trust fund expenditure.



On July 27, 2009 Governor Corzine signed the “NJ Economic Stimulus Act of 2009”,⁴ which instituted a moratorium on the collection of non-residential affordable housing development fees through July 2010. This moratorium was later extended until July 1, 2013 (P.L. 2011, c. 122). Since the moratorium has now expired, municipalities are obligated to collect the fee of 2.5% of the equalized assessed value of a non-residential development. Municipalities were always permitted to impose and collect residential development impact fees approved by COAH following a 1990 NJ Supreme Court decision⁵.

AFFORDABILITY REQUIREMENTS

Affordable housing is defined under New Jersey’s Fair Housing Act as a dwelling, either for sale or rent that is within the financial means of households of low- or moderate-income, as is measured within each housing region. Florence Township is in COAH’s Region 5, which includes Burlington, Camden and Gloucester Counties. Moderate-income households are those earning between 50% and 80% of the regional median income. Low-income households are those with

annual incomes that are between 30% and 50% of the regional median income. Very-low income households must also be accounted for. These households, which are a subset of “low-income” households, are defined as households earning 30% or less of the regional median income.

Income Categories

Moderate = 50% to 80% regional median income

Low = 30% to 50% regional median income

Very Low = 30% regional median income or less.

The Uniform Housing Affordability Controls (“UHAC”) at N.J.A.C. 5:80-26.3(d) and (e) requires that the maximum rent for a qualified unit be affordable to households that earn 60% or less of the median income for the region. The average rent must be affordable to households earning no more than 52% of the median income. The maximum sale prices for affordable units must be affordable to households that earn 70% or less of the median income. The average sale price must be affordable to a household that earns 55% or less of the median income.

In the spring of each year HUD releases updated regional income limits which is then reallocated to its regions. It is from these income limits that the rents and sale prices for affordable units are derived. COAH last published regional income limits in 2014. In June of 2017, the Affordable Housing Professionals of NJ and FSHC released income limits for 2017, which are shown for Housing Region 5 in Tables 1 through 3. The Township included a process to update income limits on an annual basis in its revised agreement with FSHC which was

⁴ - P.L. 2009, c.90.

⁵ - Holmdel Builders Assn. v. Tp. of Holmdel, 121 N.J. 550, 583 A.2d 277 (1990).



approved by the Superior Court on December 21, 2017⁶. The sample rents and sale prices are gross figures and do not account for the specified utility allowance.

Table 1. 2017 Income Limits for Region 5

Household Income Levels	1 Person Household	2 Person Household	3 Person Household	4 Person Household	5 Person Household
Moderate	\$46,592	\$53,248	\$59,904	\$66,560	\$71,885
Low	\$29,120	\$33,280	\$37,440	\$41,600	\$44,928
Very Low	\$17,472	\$19,968	\$22,464	\$24,960	\$26,957

Source: Affordable Housing Professionals of NJ / FSHC Affordable Housing Regional Income Limits

Table 2. Illustrative 2017 Affordable Rents for Region 5

Household Income Levels	1 Bedroom Unit Rent	2 Bedroom Unit Rent	3 Bedroom Unit Rent
Moderate (60%)	\$964	\$1,156	\$1,336
Low (46%)	\$738	\$886	\$1,025
Very Low (30%)	\$481	\$577	\$668

Source: Affordable Housing Professionals of NJ / FSHC Affordable Housing Regional Income Limits; Maximum rent increases per the proposed 2017 income limits table.

Table 3. Illustrative 2017 Affordable Sales Prices for Region 5

Household Income Levels	1 Bedroom Unit Price	2 Bedroom Unit Price	3 Bedroom Unit Price
Moderate (55%)	\$112,096	\$134,515	\$155,440
Low (40%)	\$74,044	\$88,853	\$102,674
Very Low (30%)	\$35,991	\$43,190	\$49,908

Source: Affordable Housing Professionals of NJ / FSHC Affordable Housing Regional Income Limits; Maximum sales increases per the proposed 2017 income limits table.

⁶ Future Annual Income Limits will be adopted by the Township or another entity with relevant jurisdiction.





HOUSING ELEMENT/FAIR SHARE PLAN REQUIREMENTS

In accordance with the Municipal Land Use Law (*N.J.S.A. 40:55D-1, et seq.*), a municipal Master Plan must include a housing element as the foundation for the municipal zoning ordinance. Pursuant to the FHA, a municipality's housing element must be designed to provide access to affordable housing to meet present and prospective housing needs, with particular attention to low- and moderate-income housing. The housing element must contain at least the following, as per the FHA at *N.J.S.A. 52:27D-310*:

- An **inventory of the municipality's housing stock** by age, condition, purchase or rental value, occupancy characteristics, and type, including the number of units affordable to low- and moderate-income households and substandard housing capable of being rehabilitated (Refer to Appendix A);
- A **projection of the municipality's housing stock**, including the probable future construction of low- and moderate-income housing, for the next ten years, taking into account, but not necessarily limited to, construction permits issued, approvals of applications for development, and probable residential development trends (Refer to Appendix A and the *Consideration of Lands Appropriate for Affordable Housing* sub-section);
- An **analysis of the municipality's demographic characteristics**, including, but not necessarily limited to, household size, income level, and age (Refer to Appendix A);
- An **analysis of the existing and probable future employment characteristics** of the municipality (Refer to Appendix A);
- A **determination of the municipality's present and prospective fair share of low- and moderate-income housing and its capacity to accommodate** its present and prospective housing needs, including its fair share of low- and moderate-income housing (Refer to the Affordable Housing Obligation sub-section); and
- A **consideration of the lands most appropriate for construction of low- and moderate-income housing and of the existing structures most appropriate for conversion to, or rehabilitation for, low- and moderate-income housing**, including a consideration of lands of developers who have expressed a commitment to provide low- and moderate-income housing (Refer to the *Consideration of Lands Appropriate for Affordable Housing* sub-section).



FLORENCE TOWNSHIP AFFORDABLE HOUSING HISTORY

Florence Township prepared a first round (1987-1993) Housing Element/Fair Share Plan (Plan) addressing a 210-unit affordable housing obligation (144 new construction/66 rehabilitation) and received first round substantive certification from COAH on July 1, 1992. Subsequently, the Township prepared a second round Plan to address its cumulative (1987-1999) affordable housing obligation of 171 units (114 new construction/57 rehabilitation) and received second round certification from COAH on April 7, 1999. As the Township's second round substantive certification was valid for six years and COAH had just adopted its third round (1987-2014) regulations, the Township filed a motion for an extension of their second round substantive certification pursuant to N.J.A.C. 5:95-15.2 and received an extension of its second round substantive certification from COAH on July 27, 2005.

On November 21, 2005, the Township adopted its initial third round Housing Element/Fair Share Plan to address the third round Affordable Housing Obligation. The Township initially petitioned COAH on December 16, 2005. COAH did not act on the 2005 plan before the Appellate Division's 2007 decision invalidated the first version of COAH's third round rules. The Township adopted a 2008 plan to address COAH's revised regulations and COAH granted substantive certification of the Township's 2008 plan on July 8, 2009 (COAH Resolution #20-09). The Township adopted an amended third round Plan in April 2010 to include seven (7) new family affordable sale and rental housing opportunities as well as five (5) new supportive and special needs affordable housing opportunities in Florence Township.

Pursuant to the NJ Supreme Court's March 10, 2015 decision, Florence Township was deemed to be a 'certified' municipality. The Township was one of only approximately 60 towns that received third round substantive certification. A certified municipality is a town that received third round substantive certification from COAH that allows courts to be more inclined to grant applications for immunity from exclusionary zoning actions during the court review process. On July 8, 2015, the Township filed its Declaratory Judgment action with the Superior Court and on February 21, 2016, the Special Court Master, Elizabeth McKenzie, PP, AICP recommended the Township receive continued immunity which the court granted a number of times including through the present time. As a result of mediation through the Superior Court, the Township and FSHC negotiated and executed a settlement on November 22, 2016. The Township's Agreement with FSHC established the Township's three-part fair share obligation and set forth the Township's preliminary compliance mechanisms. That agreement was modified and an amended settlement agreement was executed by the parties on December 19, 2017. This Plan includes updated information to conform to the terms of the settlement agreement, as revised.

The Township's amended settlement agreement was approved by Judge Harrington at a Fairness Hearing on December 21, 2017, as reflected in an Order dated December 21, 2017. The Court's approval established the Township's fair share and provided preliminary approval of the Township's compliance efforts (See Appendix C).



CONSIDERATION OF LANDS APPROPRIATE FOR AFFORDABLE HOUSING

As part of this housing element, the Township has considered land that is appropriate for the construction of low- and moderate-income housing. Consistent with smart growth planning principles, the Township has chosen to intersperse affordable housing throughout the existing residential neighborhoods in the Township and in proximity to transportation corridors including Route 130 and the Turnpike. These areas of the Township provide the greatest number of employment opportunities, services and access to mass transit, including the New Jersey River Line and NJ Transit bus service.

The Township has analyzed whether additional inclusionary zoning or 100% affordable housing sites would serve the Township in the Third Round and has included several sites in the plan. The following sites were initially considered by the Township and for different reasons were not included in this plan:

- Florence Station (Foxdale Properties) -Ready Pac Site – Block 147.01, Lots 3.01 and 3.11. The Township initially considered this site as an inclusionary redevelopment site and had included it in the 2016 Settlement Agreement with FSHC but due to insurmountable County traffic concerns at the intersection of Railroad and Delaware Avenues, the Township was forced to eliminate this site for residential inclusionary development purposes.
- Quaker Group Burlington II, LLC (Quaker)/Community Investment Strategies (“CIS”) Site – Block 165.01, Lot 2.01, Block 165.04, Lot 63, Block 165.07, Lot 17. Quaker filed a motion to be named as an intervener. The Township analyzed the site and decided to acquire it. Quaker withdrew the motion to intervene on May 17, 2017 and the Township used a portion of the site to also settle litigation with CIS, which received approval for a market-rate residential development that will provide a residential development fee.
- Salt and Light- 111 Norman Avenue Site – Block 118, Lot 20. This site was purchased by Salt and Light in December 2008 for the reconstruction of an existing vacant building to provide four (4) new affordable family rental units. The Township entered into an agreement on May 27, 2017 with Salt and Light to acquire the Norman Avenue site and in lieu of providing affordable housing units on the site, the Township executed an agreement with Salt and Light to produce ten (10) affordable family rental units scattered throughout the Township.
- Weiss Properties (Weiss) Redevelopment Site – Block 160.01, Lots 11.01, 11.02 and 24. Weiss filed a motion to be named as an intervener in the Township’s Declaratory Judgment matter and offered to develop an inclusionary development on Block 160.01, Lots 11.01, 11.02 and 24. As discussed more below, the Township entered into an



agreement with Weiss indicating the site provided a suitable opportunity for an inclusionary development which was approved by Judge Harrington as part of the fairness hearing on December 21, 2017.

The Township believes that the projects indicated in this document represent the best options for affordable housing development within the Township. The Township's affordable inclusionary housing sites and 100% affordable housing sites such as the Duffy/Mend 100% site, the Route 130/Hornberger 100% site and the Weiss inclusionary redevelopment site, all of which provide opportunities for the very-low, low and moderate income households to be a part of the community and have access local schools, public transportation, parks and services.

FLORENCE TOWNSHIP'S AFFORDABLE HOUSING OBLIGATION

Rehabilitation Obligation

The rehabilitation obligation can be defined as an estimate of the number of deteriorated housing units existing in Florence Township that are occupied by low- and moderate-income households. The Court-approved Agreement with FSHC established the Township's Third Round rehabilitation obligation as 96 units.

Prior Round Obligation

The Prior Round obligation can be defined as the cumulative 1987 through 1999 new construction affordable housing obligation. This time period corresponds to the First and Second Rounds of affordable housing. The Court approved usage of COAH's prior round obligation of 114 units per N.J.A.C. 5:93 as reflected in the Township's agreement with FSHC.

Third Round Obligation

The estimated demand for affordable housing includes the "gap" portion of the Third Round that has already passed by (1999-2015), as well as a projection 10 years into the future starting in July 2015 (2015-2025). The 10-year period is derived from the Fair Housing Act that, when amended in 2001, set the projection for this length of time (N.J.S.A. 52:27D-310).

As established by the Township's Court-approved 2017 FSHC Agreement, Florence Township's Third Round obligation (1999-2025) was agreed upon at 378 units.⁷

⁷ The 378-unit third round obligation represented a 30% reduction of the Kinsey 540-unit calculation. As a term of the Township's agreement with FSHC, if the ultimate third round obligation for the Township is determined to be higher than 378 by a court of competent jurisdiction, then the Township's court-approved agreement with FSHC caps the third round obligation at 378 through July 2025. If less than 302 (20% off of 378), the Township can petition the Superior Court to reduce the third round obligation but has committed to keep all the compliance mechanisms reflected in the revised 2017 agreement.



FLORENCE TOWNSHIP'S AFFORDABLE HOUSING PLAN

Satisfaction of the Rehabilitation Obligation

As stated, Florence Township's rehabilitation obligation is 96 units. The Township proposes to address this 96-unit Rehabilitation share through credit for one (1) rehabilitation completed by Burlington County through the Burlington County Home Improvement Loan Program after April 1, 2010 and by a 95-unit rehabilitation program through continued participation in Burlington County's Home Improvement Loan Program, and by establishing a local rehabilitation program available to rental units occupied by low- and moderate-income households (including programs to renovate existing senior and family affordable rental units).

Burlington County Home Improvement Loan Program

The County's Home Improvement Loan Program is administered by the County's Department of Community Development and Housing. The program is funded through federal Community Development Block Grants and is available to existing homes in Florence Township that are occupied by low- and moderate-income homeowners. According to the County, the program is marketed by sending program flyers to local tax offices and to specific targeted areas and neighborhoods of a municipality. Additionally, program flyers are available in County buildings and the program is advertised at community events and annually through the Burlington County newspaper. As discussed further in the Township's Affirmative Marketing Plan, the Township will also provide flyers on the County's rehabilitation program in its tax bill mailings and in other annual Township mailings, in its municipal building, and on its website. The Township has an Urban County Agreement with Burlington County which permits the Township to participate in services and benefits of the Community Development Block Grant program which includes the Home Improvement Loan Program for the program years from July 1, 2018 through June 30, 2020 (Refer to Appendix E).

In 2012, the County completed a rehabilitation of one housing unit in Florence Township occupied by a low-income homeowner (Refer to Appendix D). The total hard cost of the rehabilitation was \$18,265, which complies with the required minimum \$10,000 unit average for hard costs expended on rehabilitation (although COAH's Second Round rules permitted an \$8,000 per unit average, COAH's Third Round regulations require \$10,000 per unit average). The work completed on the unit included the replacement of windows, a porch roof repair and replacement, electrical wiring replacement and the repair of steps, which are major systems pursuant to N.J.A.C. 5:93-5.2(b). A lien was placed on the property in accordance with the program's procedures. The lien is payable at the time when the property is sold or is no longer the owner's primary residence. Therefore, this completed rehabilitation is eligible to receive one (1) rehabilitation credit. The Township's remaining Rehabilitation Share is 95 units and the Township will maintain its participation in the County's owner-occupied housing rehabilitation program through the third round time period.



Renter Occupied Local Programs

To address the rehabilitation of renter-occupied units, the Township will establish a local rehabilitation program that will be available to rental units occupied by low- and moderate-income households. As discussed below, a rental rehabilitation manual will be provided before the Township's compliance hearing or as a condition of the Township's plan approval.

Senior Rental Rehabilitation

Florence Township entered into an agreement with Burlington County Community Action Program, Inc. (BCCAP) on May 17, 2017 wherein the Township committed an amount not to exceed \$400,000 from the Township's affordable housing trust fund for the third round rehabilitation of 14 existing prior round low income senior rental housing units located at 32 Riverside Avenue (Block 137, Lot 1), the Roebbling Inn senior complex, which is owned by BCCAP and initially built in 1997. By virtue of the Township's financial assistance, BCCAP has also agreed to extend affordability controls for a minimum period of 30 years (December 7, 2032 to December 7, 2062) on the affordable senior rental housing units for fourteen (14) credits (extension of controls) toward the Township's fourth round fair share obligation.

The funds will be used for weatherization improvements including the restoration and replacement of deteriorated windows, door and storm doors. The rehabilitation activities will also include the implementation of a load bearing structural improvement program including the restoration and replacement of structural elements such as steps, decking and frame of the porch and the provision of hot water tanks and the separation of gas utility services for each unit. The Township recently amended the agreement with BCCAP to increase the not to exceed funding amount from \$400,000 to \$480,000 resulting in an average of \$34,285 of rehabilitation funds per unit. (See Appendix G for copies of the original and amended Affordable Housing Agreements and associated Resolutions of Approval).

BCCAP, as owner and operator of the Roebbling Inn senior rental complex, will administer this portion of the Township's rental rehabilitation program.

Family Rental Rehabilitation

Although only 16% of the Township's occupied housing units are renter-occupied in accordance with the 2011-2015 American Community Survey (ACS), the Township will provide a rental rehabilitation program that will be in addition to the Burlington County owner-occupied program and will account for the remaining rehabilitation obligation of 95. As indicated, the Township has committed funding to the rehabilitation of fourteen (14) senior rental units at the Roebbling Inn senior complex and as such anticipates the remaining rental rehabilitation program of 81 units (95 rental rehabilitation share – 14 BCCAP senior rental units = 81 remaining rehabilitation units). As such, the Township estimates the potential costs of the program to be \$1,221,000 ($57 \times \$13,000 = \$741,000 + 24 \times \$20,000$) assuming a rehabilitation cost of \$13,000 per unit (\$10,000 hard costs and \$3,000 administration) for 57



units and a rehabilitation cost of \$20,000 per unit for units located at Roebling Arms as discussed below. N.J.A.C. 5:93-5.2(h)¹ requires one-third of the total program cost to be available within one (1) year of the Court's issuance of a Judgment of Compliance and Repose and one-sixth for each subsequent year. The Township will adhere to the following schedule:

By February 1, 2019: \$407,000

By February 1st from 2020 through 2025: \$135,666

The Township will retain an experienced administrative agent to administer and implement its local rental rehabilitation program (see Appendix F for the resolution to enter into a contract with Community Grants Planning & Housing Inc. (CGP&H)). A rehabilitation program manual for renter-occupied units will be prepared by the administrative agent. CGP&H has recently received a grant from the Burlington County Bridge Commission to prepare a rental rehabilitation manual for a number of Burlington County municipalities including Florence Township. Given that CGP&H just received the grant to prepare the manual, the manual will be prepared over the next few months. As such, the rental rehabilitation manual will be submitted to the Court no later than any deadline in a compliance order. The Township's rental rehabilitation program will be funded with development fees collected in its Affordable Housing Trust Fund account. Should these funds be insufficient to address the rental component of Florence's rehabilitation obligation, the Township will address the shortfall by revenue or bonding. The Township will adopt a resolution verifying their intent to bond in the event of a funding shortfall (Refer to Appendix J).

Both the County's and the Township's rehabilitation programs will adhere to COAH's regulations per N.J.A.C. 5:93-5.2 except that a minimum per unit average of \$10,000 will be expended for actual hard costs. All rehabilitated units will comply with the definition of a substandard unit in N.J.A.C. 5:93-5.2(b), which states, "a [housing] unit with health and safety code violations that require the repair or replacement of a major system." Major systems include weatherization, roofing, plumbing, heating, electricity, sanitary plumbing, and/or load bearing structural systems. Rehabilitated units shall meet the applicable construction codes. Additionally, rehabilitated units shall be occupied by low- or moderate-income households and upon completion of the rehabilitation, 10-year affordability controls shall be placed on the property in the form of a lien.⁸ (As noted above, the County program utilizes a perpetual lien, which is paid back at the time the unit is sold or no longer is the owner's principal dwelling.) In the case of the local rental rehabilitation programs, affordability controls with a minimum term of 10 years will be in place.

As part of the Township's Local Rental Rehabilitation program, the Township has begun discussions with Multiple Sclerosis Association of America (MSAA), the owner and operator of Roebling Arms which is an existing 24-unit family affordable rental complex serving the

⁸ While N.J.A.C. 5:93 permits 6-year controls, the Township will follow COAH's Third Round regulations, which require 10-year controls.



physically disabled, to provide funding for needed renovations of the units. MSAA would also agree to extend affordability controls on the affordable family rental housing units for 24 credits (extension of controls) toward the Township's fourth round fair share obligation. An agreement will be provided as a condition of a Judgment of Compliance and Repose. The agreement will indicate that the Township will provide funding for the rehabilitation up to \$20,000 per unit or for a total not to exceed \$480,000.

Lastly, the Township will oversee the completion of the rehabilitation program monitoring reports and will submit them in a timely manner in accordance with N.J.A.C. 5:93-5.2 and pursuant to the terms of the Township's agreement with FSHC.



Satisfaction of the Prior Round (1987-1999) Obligation

As noted above, Florence Township's Prior Round obligation is 114. As summarized in Table 4, Summary of Credits from Prior Round, 1987-1999, the Township has addressed its 114-unit obligation with RCA credits, completed family and senior rental units and a portion of a completed alternative living arrangement.

Rental Component and Bonuses:

The FSHC agreement requires the Township to adhere to the rental bonus requirements found in N.J.A.C. 5:93-5.15(d). A family or special needs rental unit receives one rental bonus. The Township is eligible for the maximum 29 prior round rental bonuses

.25 (obligation) round up

$$=.25 \times 114 = 29$$

An age-restricted unit receives a 0.33 rental bonus, but no more than 50 percent of the rental obligation shall receive a bonus for age-restricted units (The Township maximized rental bonuses from family and special needs units, thus, no 0.33 senior rental bonuses are being requested.); and

No rental bonus is granted in excess of the prior round rental component.

Maximum Prior Round Age-Restricted = 18 units

0.25 [prior round – prior cycle
credits – prior round RCAs)

$$0.25 (114 - 0 - 42) =$$

18 units

Maximum RCA's = 57 units

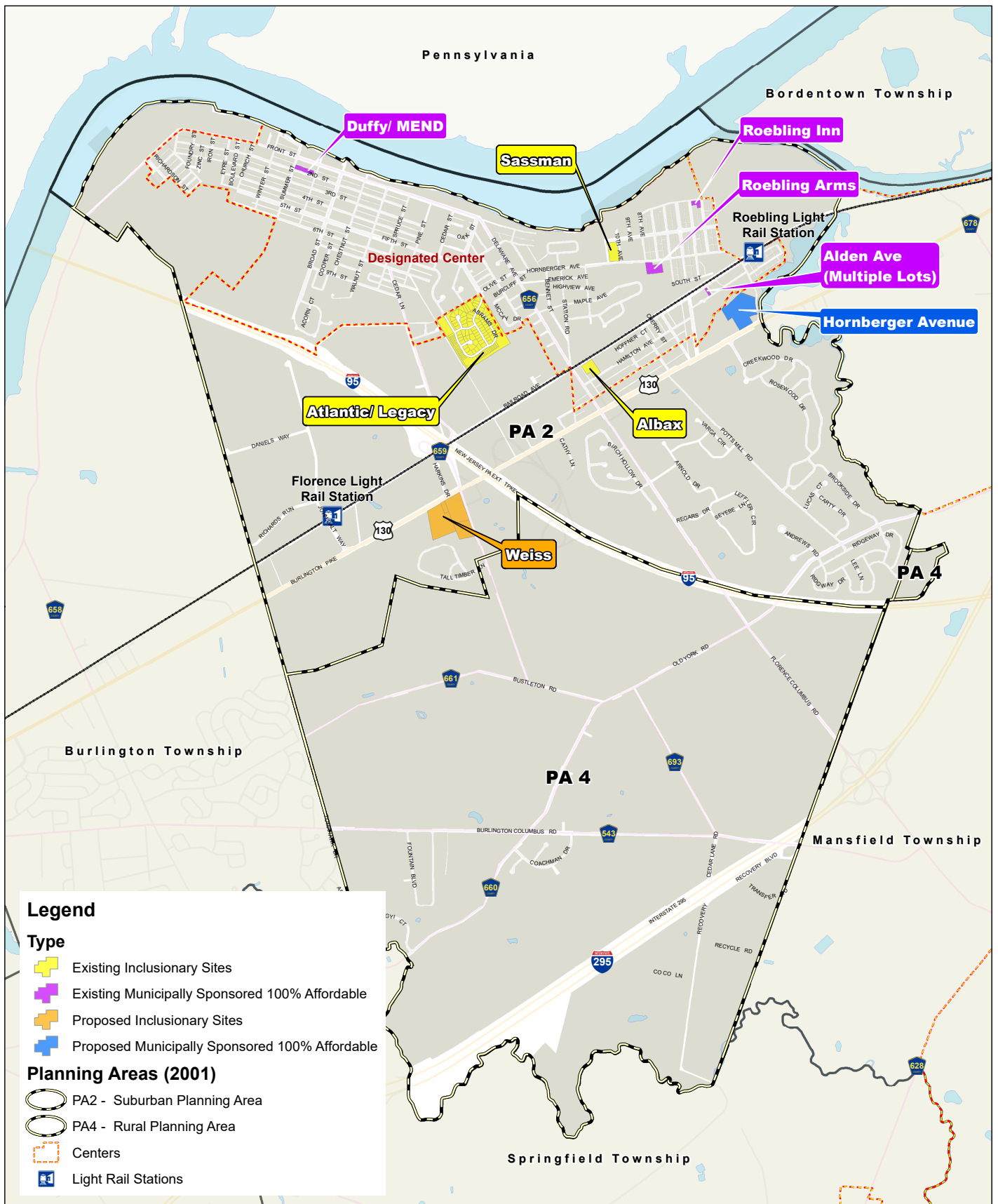
. 0.5 [prior round – prior cycle
credits]

$$0.5 (114 - 0) = 57 \text{ units}$$



Table 4. Summary of Credits from Prior Round, 1987-1999

Compliance Mechanisms:	Credits	Bonuses	Total
114-Unit Prior Round Obligation (1987-1999)			
RCA credits - Payments Transferred			
Pemberton Township (42 of 103)	42	–	42
Family Rentals - completed			
Roebling Arms-Multiple Sclerosis Assoc.	24	24	48
Senior Rentals - completed			
Roebling Inn	14	–	14
Alternative Living Arrangement - completed			
Transitional Housing, Inc, affordable transitional hsg	5	5	10
Total	85	29	114
		Surplus	0
	Required		Provided
Senior maximum	18		14
Rental minimum (25% of 114)	29		43
Senior maximum bonus	0		0
Rental bonus maximum = not to exceed rental minimum	29		29
RCA maximum	57		42



Clarke Caton Hintz

- Architecture
- Planning
- Landscape Architecture

HOUSING ELEMENT AND FAIR SHARE PLAN

Affordable Housing Compliance Plan Map

LOCATION:
Florence Township, Burlington County, NJ

DATE:
February 2018



REGIONAL CONTRIBUTION AGREEMENT (RCA) UNITS – COMPLETED

Pemberton Township

The Township previously transferred funds for a total of 103 RCA units for a first Round RCA to the Township of Pemberton. All funds for the 103 RCA transfer were provided (Refer to Appendix H for Township's CFO certification). Florence Township is using 42 RCA credits toward the Prior Round obligation and the remaining 61 RCA credits will be used toward the Third Round obligation per the Court-approved preliminary compliance measures.

FAMILY RENTALS – COMPLETED

Roebling Arms

Roebling Arms is an existing 24-unit family affordable rental complex serving the physically disabled located at 1340 Hornberger Avenue (Block 122, Lot 2.03) and depicted on the overall Township Affordable Housing Compliance Plan Map. For the Roebling Arms development, the Township transferred ownership of municipally-owned property for \$1.00 to the Multiple Sclerosis Association of America on March 25, 1997 and the Township issued a Certificate of Occupancy for the Roebling Arms (previously called Hodson Arms) on November 2, 1998. The Multiple Sclerosis Association of America developed the 24 handicapped-accessible rental units with funding from the HUD 811 program. There are eight (8) efficiency and sixteen (16) one-bedroom low income rental units with a 40-year affordability deed restriction in the Roebling Arms complex (Refer to Appendix L).

SENIOR RENTALS – COMPLETED

Roebling Inn

Roebling Inn is an existing 100% affordable senior rental complex (14 units) funded through federal low income housing tax credits and federal historic preservation tax credits. Roebling Inn was completed in December 1997 and is owned and administered by BCCAP. The Roebling Inn is located at 32 Riverside Avenue (Block 137, Lot 1) and is depicted on the overall Township Affordable Housing Compliance Plan Map. The Roebling Inn senior rental complex contains fourteen (14) one-bedroom low income units with a 35-year affordability deed restriction (Refer to Appendix M). As discussed in the rehabilitation subsection, the Township has committed trust funds for the third round rental rehabilitation of the units. Additionally, for fourth round credit, the Township executed an agreement with BCCAP to extend the affordability controls on the fourteen units subsequent to the end of the initial deed restriction term. The expiration of the current affordability control period ends on December 7, 2032 and



through the extension of affordability controls the restriction on the units will extend the controls to December 7, 2062.

SUPPORTIVE AND SPECIAL NEEDS HOUSING – COMPLETED

Transitional Housing, Inc - 5 of 9

Transitional Housing Services, Inc. (“Transitional Housing”) is an experienced provider of special needs and supportive housing across the state. Transitional Housing currently has a number of existing alternative living arrangements in Florence Township.

There are nine (9) existing units administered by Transitional Housing at 717 West Second Street, 140 Alden Street and 340 Alden Street, of which four (4) new units are located at 340 Alden Street. The four (4) new units are in a newly built structure that had been previously demolished due to a fire. The Zoning Board Resolution granted approval to reconstruct the building with the condition that Transitional Housing provide a 30-year deed restriction for affordable housing pursuant to COAH’s regulations on the four (4) units in the new building at 340 Alden Street, the two (2) units in the existing rear building at 340 Alden Street and two (2) units in an existing building at 140 Alden Street. In addition, Transitional Housing has agreed to provide a 30-year deed restriction on another property it manages (owned by the Affordable Homes Group, Inc.) at 717 West Second Street. In total, there will be nine (9) deed restricted affordable units managed by Transitional Housing. The units in 717 W. Second Street and 140 Alden were funded by New Jersey Housing and Mortgage Finance Agency (“HMFA”) and the units at 340 Alden Street were funded by HMFA and Burlington County HOME funds.

More specifically, the nine (9) housing units include the following:

717 W. Second Street – Block 16/Lot 10 - one (1) four-bedroom unit initially leased by Transitional Housing in 1996 and then purchased by the organization in May 1999 for permanent transitional housing. (Appendix N contains the Certificate of Occupancy, HMFA Mortgage Agreement and a Deed Restriction)

140 Alden Street – Block 118/Lot 8 - two (2) one-bedroom units purchased in 1999 for permanent transitional housing. (Appendix N contains the Continuing Certificate of Occupancy, HMFA Mortgage Agreement and a Deed Restriction)

340 Alden Street – Block 116/Lot 5 – six (6) total units in two structures; the rear structure consists of two (2) one-bedroom units acquired by Transitional Housing in 2003 for permanent transitional housing; the front structure consists of two (2) one-bedroom units and two (2) three-bedroom units for permanent transitional housing. Transitional Housing received a mortgage from HMFA and Burlington County HOME funds, for the four (4) unit



new structure. (Appendix N contains the Certificates of Occupancy, HMFA Mortgage Agreement, HOME funding agreement and a Deed Restriction with the Township)

For purposes of credit toward the Prior Round Obligation, five (5) of the nine (9) units of Transitional Housing Inc., including units at 717 West Second Street (1 unit), 140 Alden Street (2 units) and 340 Alden Street (2 of 6 units) are applied to the Prior Round Obligation. The balance of the units (4 of 9) at 340 Alden Street are applied to the Third Round Obligation.

Satisfaction of the Third Round Obligation (1999-2025)

As calculated by FSHC with a reduction accepted by the Township and approved by the Superior Court, the Township's Third Round Obligation is 378. The Township's Court-approved compliance mechanisms are summarized in Table 5, Summary of Credits for the Third Round, 1999-2025, with a combination of 100% affordable developments, inclusionary sites, residual RCA credits from the prior round, market to affordable program units, alternative living arrangements and third round rental bonuses.

Per COAH's regulations, as modified by terms set forth in the Township's Court-approved agreement with FSHC, the Township must address a variety of minimum or maximum credits in satisfying its third round fair share as set forth in the calculations below and as part of the third round table of credits below.

Third Round Minimum Total Family units = 111 units

0.50 (obligation- excess Prior
Round RCA's-bonuses)

$$=0.50 \times (378-61-95) = 111$$

Third Round Minimum Very Low Income = 29 units

0.13(units approved and created
after 7/17/2008) = .13(222) =
28.86, round up to 29

Inclusionary Sites, 100%
affordable housing, Alternative
Living Arrangement and Market to
Affordable program = 29 very-low
income units



Rental Bonuses:

The FSHC agreement requires the Township to adhere to the rental bonus requirements found in N.J.A.C. 5:93-5.15(d). A family or special needs rental unit receives one rental bonus. The Township is eligible for 95 third round rental bonuses

$$\begin{aligned} &.25 \text{ (obligation) round up} \\ &=.25 \times 378 = 95 \end{aligned}$$

An age-restricted unit receives a 0.33 rental bonus, but no more than 50 percent of the rental obligation shall receive a bonus for age-restricted units (The Township maximized rental bonuses from family and special needs units, thus, no 0.33 senior rental bonuses are being requested.); and

No rental bonus is granted in excess of the third round rental obligation.

Third Round Minimum Total VL Family units = 15 units

$$\begin{aligned} &0.50 \text{ (Very Low total units) round up} \\ &= 0.50 \times (29) = 15 \end{aligned}$$

Third Round Minimum Total Rental units = 95 units

$$\begin{aligned} &0.25 \text{ (total obligation)} \\ &= 0.25 (378) = 95 \end{aligned}$$

Third Round Minimum Family Rental units = 48 units

$$\begin{aligned} &0.50 \text{ (total Minimum Rental)} \\ &= 0.50 (95) = 48 \end{aligned}$$

Maximum Third Round Age-Restricted = 79 units

$$\begin{aligned} &0.25 \text{ (obligation- excess Prior} \\ &\text{Round RCA's) round down} \\ &=.25 \times (378-61) = 79 \end{aligned}$$



Compliance Mechanisms	VL Units	VL Units	Credits	Bonuses	Total
378 Third Round Obligation (1999-2025)	Senior/SN VL	Family VL			
Residual Prior Round Credits					
RCA			61	-	61
100% Affordable Development - Family Units					
Salt/Light - 300, 320 Alden - rental units- completed			2	2	4
Route 130/Hornberger - rental units -proposed		10	78	25	103
100% Affordable Development - Senior Units					
Duffy/MEND-Conifer - rental units - completed	7		53		53
Inclusionary Sites -Family Units					
Albax/McHugh Ct. -for-sale units- completed			1		1
Sassman - rental units- approved			2		2
Weiss - rental units- developers agreement		5	36	36	72
Inclusionary Sites -Senior Units					
Atlantic/Legacy - for-sale units - completed			17		17
Market to Affordable- COAH approved (waiver)					
220 Foundry - family rental units - completed		1	6	6	12
Salt/Light- family for-sale (301 Norman)-approved			1		1
Salt/Light-family rental units - agreement (1 completed)		1	10	1	11
Alternative Living Arrangements					
Transitional Housing Inc. - 340 Alden- 4 of 9 completed			4	4	8
Family Service/Twin Oaks - completed	4		9	9	18
Salt/Light - 300/320 Alden - completed	5		5	5	10
SERV - 440 West 4th St. - approved	4		4	4	8
Community Options - 330 East 4th St. - completed	3		3	3	6
Total	23	17			
Total			292	95	387
Surplus					9
			Required		Provided
Min. Total Family			111		140
Min. Very Low Required			29		40
Min. Very Low Family Required			15		17
Min. Total Rental			95		212
Min. Family Rental			48		138
Maximum Senior			79		70

2018 Third Round Housing Element and Fair Share Plan

FLORENCE TOWNSHIP, BURLINGTON COUNTY, NJ



REGIONAL CONTRIBUTION AGREEMENT (RCA) UNITS – COMPLETED

Pemberton Township

As previously noted, the Township transferred payments for a total of 103 RCA credits to Pemberton Township. The Township used 42 RCA credits towards the prior round and 61 credits towards the third round as approved in the Court’s December 21, 2017 Order.

MUNICIPALLY SPONSORED AND 100% AFFORDABLE DEVELOPMENT - COMPLETED

Family Units - Salt/Light – 300 and 320 Alden

In July 2007, Salt and Light purchased 300 and 320 Alden Avenue (Block 116/Lot 6) from Homes of Hope and subsequently combined the lots into one. Through an agreement with Florence Township, Salt and Light will continue the affordable housing operations at both properties for seven (7) total units including two (2) affordable family rental units. The development received a CO on June 27, 2007. Pursuant to the Township’s agreement, Salt and Light continues to affirmatively market the units, income qualify applicants and maintain 30-year affordability controls in accordance with COAH rules at N.J.A.C. 5:93-9.2 and the Uniform Housing Affordability Controls (UHAC) per N.J.A.C. 5:80-26.1. The overall development maintains a low-/moderate-income split of five (5) very low-income units and two (2) low-income units. The two (2) affordable family rental units are eligible for two (2) third round rental bonuses pursuant to N.J.A.C. 5:93-5.15 (Refer to Appendix O).

Senior Units – Duffy –MEND/Conifer

The Duffy School was transferred from the Florence Township Board of Education to the Township of Florence for one (\$1) dollar. The Township donated the site to Moorestown Ecumenical Neighborhood Development (“MEND”) to convert the Duffy School into 53 units (one unit for an on-site manager and the balance senior affordable rental units) and to own and administer the senior rental housing on the site. Conifer assisted MEND with the development of the 100% affordable housing complex. Both entities are experienced affordable housing developers. Five (5) of the units are designated for individuals with special needs. Catholic Charities works with MEND to place the special needs individuals within the five (5) special needs units.

The Duffy School (Block 45/ Lots 8, 13, 14 and 15) is located at 208 West Second Street and consists of approximately one (1) acre of land. The site is bounded by West Second Street, Summer Street, Spring Street and an alley behind commercial properties fronting on Front Street. The site is surrounded by land uses including single-family residences to the east, south and west, as well as commercial establishments to the north.



On June 1, 2015 a certificate of occupancy was issued for 53 one-bedroom affordable senior rental units at the Duffy School. Financing for the project was through Low Income Housing Tax Credits (LIHTC), historic preservation tax credits and HOME loan funding and the Township contributed \$1.45 million. Affordability controls are provided through a 30-year deed restriction placed on the property by HMFA, which requires an extended control period for a total of 45 years (Refer to the Deed Restriction in Appendix P). Pursuant to the Township's agreement, MEND continues to affirmatively market the units, income qualify applicants and maintain minimum 30-year affordability controls with an additional 15 year compliance period for a total of 45 years in accordance with COAH rules at N.J.A.C. 5:93-9.2 and the Uniform Housing Affordability Controls (UHAC) per N.J.A.C. 5:80-26.1 (Refer to Appendix P for Affordable Housing Agreement, Deed Restriction and Certificate of Occupancy).

MUNICIPALLY SPONSORED AND 100% AFFORDABLE DEVELOPMENT - PROPOSED

Family Units – Route 130/Hornberger Avenue

Florence Township will address a portion of its third round obligation through the municipally sponsored and 100% affordable development of at least 78 affordable family rental units on the Route 130/Hornberger Avenue site. The site is in close proximity (less than ½ mile) to the Roebling River Line Station in the adjacent Roebling neighborhood (Refer to the overall Township aerial map). This site (Block 121/ Lot 4.02) is located on the northwest side of the intersection of Route 130 and Hornberger Avenue and consists of approximately 10 acres of land (Refer to the site specific aerial map below). A portion of the site, approximately six (6) acres will be reserved for the 100% affordable housing development and the balance of the parcel will be retained by the Township for potential future commercial use along Route 130. The Route 130/Hornberger Avenue site is currently owned by the Township of Florence and will be donated to the affordable housing provider. The Township intends to select a joint venture between MEND and Conifer, two experienced affordable housing providers, to construct a minimum of 78 units and to own and administer the affordable family rental housing on the site, of which at least ten (10) units will be designated for very low income households. MEND/Conifer will pursue 9% tax credit financing from HMFA. As the township will enter into an agreement with MEND/Conifer for the production of family affordable rental housing, the 100% affordable housing development is eligible for upfront third round rental bonuses.

COAH's Second Round rules at N.J.A.C. 5:93-1.3 and N.J.A.C. 5:93:5.5 for "Municipally Sponsored and 100 Percent Affordable Programs" are addressed as follows:

- ✓ Site Control – The Township owns the property and will donate the Route 130/Hornberger site to Conifer/MEND, the selected developers, in accordance with the developer's agreement between the parties. (Refer to Exhibit Q)



- ✓ Suitable Site– The site is suitable as defined in COAH’s regulations at N.J.A.C. 5:93-1.3 which indicates that a suitable site is one in which it is adjacent to compatible uses, has access to appropriate streets and is consistent with environmental policies in N.J.A.C. 5:93-4.
- *The site has a clear title and is free of encumbrances which preclude development of affordable housing.* The Township owns the site and to our knowledge the site has a clear title and no legal encumbrances which would preclude its development for affordable rental housing.
 - *The site is adjacent to compatible land uses and has access to appropriate streets.* The site is bounded by single family dwelling units to the west, wetlands associated with a tributary stream of the Delaware River to the north and east and a commercial use to the south at the corner of Route 130 and Hornberger Avenue. The site will have frontage and direct vehicular access to Hornberger Avenue and Route 130.⁹
 - *Adequate sewer and water capacity is available.* Per the attached letter (Appendix U), the Township Administrator verified both water and sewer infrastructure and capacity is available.
 - *The site can be developed in accordance with R.S.I.S.* Development of the site will be consistent with the Residential Site Improvement Standards, N.J.A.C. 5:21-1 et seq.
 - *The site is located in a “Smart Growth Planning Area”.* The 2001 Adopted State Plan Map and the 2004 Preliminary State Plan Map designates the property as the Suburban Planning Area (PA 2). The intention of the Suburban Planning Area is to provide for much of the State’s future development in a compact form and is the preferred location for affordable housing development.
 - *The development is not within the jurisdiction of a Regional Planning Agency or CAFRA.* The site is located outside of the Pinelands, CAFRA, Highlands, or Meadowlands.
 - *The site will comply with all applicable environmental regulations.* Although there are wetlands, floodplains and steep slopes on the property as shown on the aerial map, these environmental constraints

⁹ It is anticipated that the Township will provide an easement from the affordable housing development to access Route 130 southbound through lands that will remain owned by the Township for future commercial use.

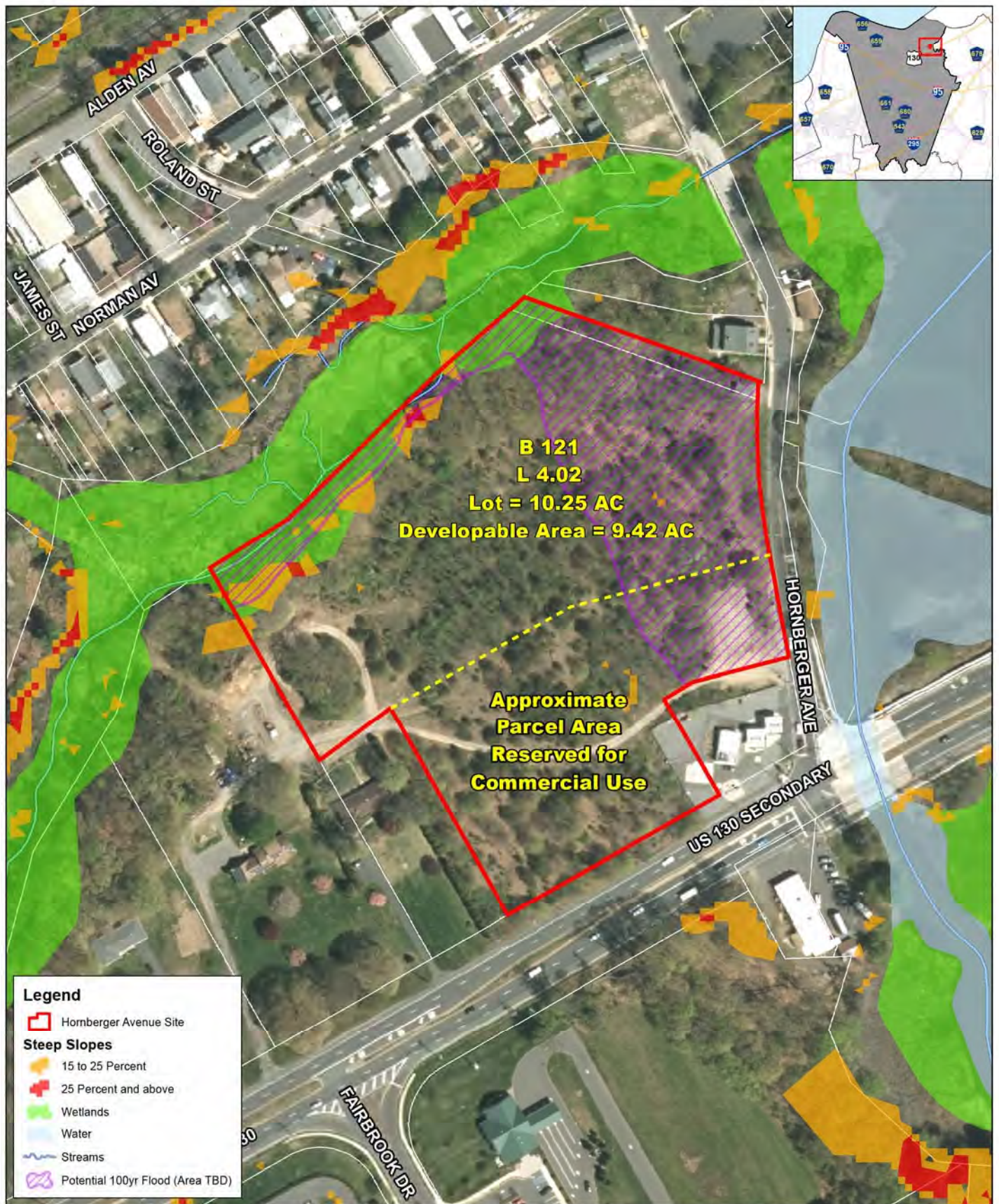


will not preclude the proposed affordable housing development. There are no Category One streams or known contaminated sites located on the property pursuant to a Phase I Environmental Site Assessment prepared by Maser Consulting, Inc. dated December 2015.

- *The site will not impact any historic or architecturally important sites and districts.* There are no historic or architecturally important sites or buildings on the property or in the immediate vicinity that will impact the development of the affordable housing.
- ✓ Developable Site – In accordance with N.J.A.C. 5:93-1.3, a developable site has access to appropriate sewer and water infrastructure and is consistent with the areawide water quality management plan. According to the Township Administrator, the site in the Township's sewer service area and water and sewer mains exist on Hornberger Avenue. The Township Administrator confirmed that the Township's sewer and water system has sufficient capacity. (Refer to Appendix U)
- ✓ Approvable Site – Pursuant to N.J.A.C. 5:93-1.3, an approvable site may be developed for low and moderate income housing in a manner consistent with the rules or regulations of all agencies with jurisdiction over the site. While the site is currently located in the Highway Commercial (HC) zoning district, the Township will rezone a portion of the parcel to permit low and moderate income housing. (Refer to proposed zoning ordinance in Appendix Z)
- ✓ Administrative Entity – The Township has entered into an agreement with Conifer/MEND to own and operate the affordable units pursuant to COAH's regulations. For the proposed Third Round affordable units, Conifer/MEND will affirmatively market the units, income qualify applicants, place 45-year affordability control deed restrictions on the units and provide long-term administration of the units in accordance with COAH's rules at N.J.A.C. 5:93 et seq. and UHAC per N.J.A.C. 5:80-26.1, or any successor regulation, with the exception that in lieu of 10 percent affordable units in rental projects being required to be at 35 percent of median income, 13 percent of affordable units in such projects shall be required to be at 30 percent of median income. In addition, per the Township Agreement with FSHC, specifically term #12 of the 2017 amendment, "Projects receiving (LIHTC) financing shall comply with the income and bedroom distribution requirements of UHAC subject to the (13% very-low at 30% median income) modification, and the length of the affordability controls applicable to such projects shall not be less than a thirty (30) year compliance period plus a 15-year extended use period".



- ✓ Low/Moderate Income Split – At least half of all the affordable units developed at the site will be affordable to low income households (13% of all affordable units will be very low income) and an odd number of affordable units will always be split in favor of the low income unit per UHAC at N.J.A.C. 5:80-26.1.
- ✓ Affirmative Marketing – Conifer/MEND will affirmatively market the units in accordance with UHAC per N.J.A.C. 5:80-26.1 and per the Township's Agreement with FSHC, which requires direct notice to the following organizations of all available affordable housing units: FSHC, the New Jersey State Conference of the NAACP, the Latino Action Network, and Southern Burlington County Branch of the NAACP, Willingboro NAACP, MEND, Lutheran Social Ministries (LSM), BCCAP.
- ✓ Controls on Affordability – The Township's agreement will require a minimum 45-year affordability control deed restrictions on the units in accordance with N.J.A.C. 5:93 et seq. and N.J.A.C. 5:80-26.1, as well as address term #12 of the Township's court approved agreement with FSHC which requires 100% affordable housing projects receiving Federal LIHTC financing, to have affordability controls for a thirty (30) year compliance period plus a 15 year extended use period for a total of 45 years.
- ✓ Bedroom Distribution – The units will be required to be developed in accordance with UHAC requirements regarding bedroom breakdown in accordance with N.J.A.C. 5:80-26.1.
- ✓ Funding – A pro forma statement for the affordable family rental complex is provided in Appendix Q. Conifer/MEND anticipate applying for potential funding from sources including but not limited to LIHTC, DCA Balanced Housing funds, Burlington County HOME funds, Federal Home Loan Bank funds, and/or HMFA bond financing. The Township will adopt a resolution of intent to bond for any shortfall in funding the Municipally Sponsored Affordable Housing Construction Program.
- ✓ Construction Schedule – Conifer/MEND has developed a schedule (Refer to Appendix Q) for developing the affordable family rental complex and anticipates that construction will begin as soon as financing is obtained but not later than December 21, 2019 (per term #8 of the 2017 court-approved agreement which requires construction to begin within two years of court approval of the Township's agreement with FSHC). The schedule notes each step in the development process including preparation of a site plan, granting of municipal approvals, applications for State and Federal permits, and beginning construction. Conifer/MEND will be responsible for monitoring the construction and overall development activity.



0 200Ft

Clarke Caton Hintz



Architecture

Planning

Landscape Architecture

Hornberger Avenue Municipally Sponsored 100% Site

LOCATION:
Florence Township, Burlington County, NJ

DATE:
February 2018



INCLUSIONARY DEVELOPMENTS – COMPLETED/APPROVED

Family Units

Albax/McHugh Court (Completed)

The developer (Albax, LLC) of the site (Block 100/Lot 8.03 as depicted on the overall Township Affordable Housing Compliance Plan Map) constructed one (1) three-bedroom affordable for-sale unit (moderate income) out of a total of 7 residential units and was issued a certificate of occupancy on October 28, 2015 (Refer to Appendix R for Deed Restriction and Certificate of Occupancy). For the built Third Round affordable unit, Triad is the administrative agent for the Township and will provide long-term administration of the unit in accordance with COAH's rules at N.J.A.C. 5:93 et seq. and UHAC per N.J.A.C. 5:80-26.1.

Sassman (Approved)

The developer (Sassman) of the site, located at 100 Main Street (Block 126.02/Lot 1 as depicted on the overall Township Affordable Housing Compliance Plan Map) was approved for two (2) affordable family rental units out of a total of seven (7) residential units and commercial space (Refer to attached approval in Appendix S).

The affordable units will be developed and occupied in accordance with the UHAC rules, N.J.A.C. 5:80-26.1 et seq., including but not limited to bedroom distribution and affordability controls of at least 30 years. Additionally, the affordable units will comply with N.J.A.C. 5:97-3.14, accessible and adaptable affordable units. The units will be administered by the Township's affordable housing administrator.

- ✓ Site Suitability – The site is available, developable and suitable.

The site meets COAH's site suitability standards, pursuant to N.J.A.C. 5:93-5.3.

- *The site has a clear title and is free of encumbrances which preclude development of affordable housing.* To our knowledge the site has a clear title and no legal encumbrances which would preclude its development for affordable rental housing.
- *The site is adjacent to compatible land uses and has access to appropriate streets.* The site has approximately 225 feet of frontage along Main Street (Hornberger Avenue) and 275 feet of frontage along 10th Avenue. The site is in close proximity to a church, two schools, and single family residential uses.
- *Adequate sewer and water capacity is available.* Per the attached letter (Appendix U), the Township Administrator verified both water and sewer infrastructure and capacity is available.
- *The site can be developed in accordance with R.S.I.S.* Development of the site will be consistent with the Residential Site Improvement Standards, N.J.A.C. 5:21-1 et seq., to the extent it is applicable to this mixed-use development.



- *The site is located in a “Smart Growth Planning Area”.* The 2001 Adopted State Plan Map and the 2004 Preliminary State Plan Map designates the property as being located within a designated center. One main goal of designated centers within the State Development and Redevelopment Plan is to provide for much of the State’s future development, including affordable housing, in a compact form.
- *The development is not within the jurisdiction of a Regional Planning Agency or CAFRA.* The site is located outside of the Pinelands, CAFRA, Highlands, or Meadowlands.
- *The site will comply with all applicable environmental regulations.* There are no wetlands, floodplains, steep slopes, Category One streams or contaminated sites located on the property or immediate vicinity that will impact the development of affordable housing.
- *The site will not impact any historic or architecturally important sites and districts.* There are no historic or architecturally important sites or buildings on the property or in the immediate vicinity that will impact the development of affordable housing.

Senior Units – Atlantic/Legacy (Completed)

The developer (Atlantic Equity Olive Street) of the site (Block 147.11, Lots 16-19, 25-28 and 40-48)) constructed a total of 112 residential units of which 17 are affordable age-restricted for-sale units, which contain affordability controls through a 30-year deed restriction. The original approved income mix applied to the affordable units was nine (9) low income units and eight (8) moderate income units. As approved by COAH in July 2009, the developer was permitted to sell six (6) of the low income units at a moderate income price due to a determination by COAH that the area was deemed to be a “difficult to sell area”. However, COAH required that the next sale of the units be to low-income households. The units were issued certificates of occupancy between 2008 and 2010 and are comprised of 14 three-bedroom units and three (3) two-bedroom units. The Housing Affordability Service (HAS) under HMFA is the administrative agent for these units in the Township and will provide long-term administration of the units in accordance with COAH’s rules at N.J.A.C. 5:93 et seq. and UHAC per N.J.A.C. 5:80-26.1. A sample deed restriction, COAH waiver letter and a list of Certificate of Occupancy dates for each unit is included in Appendix T.



INCLUSIONARY DEVELOPMENTS – PROPOSED

In accordance with N.J.A.C. 5:93-5.6, zoning for inclusionary developments shall conform to N.J.A.C. 5:93-5.3. The following information is required for each site designated for the construction of low and moderate income units:

- General description and mapping of the site including acreage, current zoning, surrounding land uses and street access;
- Description of any environmental constraints including steep slopes, wetlands and flood plain areas;
- Description and mapping of sewer and water lines within the service area;
- Status of the Areawide Water Quality Management Plan and Wastewater Management Plan;
- Description of:
 - Number of housing units;
 - Gross and net density of the development;
 - Total number of low and moderate income units including very-low income units;
 - Number of low and moderate income units for sale or for rent.

Inclusionary Development

A development containing low- and moderate-income units among market rate units. N.J.A.C. 5:93 requires 20% of units to be affordable in for-sale developments and 15% of units to be affordable in rental developments.

Inclusionary development may also be a mixed-use development with non-residential uses elsewhere on site or with affordable units on upper stories.

In addition, sites identified for affordable housing are required to be approvable, available, developable and suitable as defined in N.J.A.C. 5:93-1.3.

An approvable site is a site that may be developed for low and moderate income housing in a manner consistent with the rules or regulations of all agencies with jurisdiction over the site even though it may not be currently zoned for low and moderate income housing.

An available site is a site with clear title and free of encumbrances that may preclude development for low and moderate income housing.

A developable site is a site that has access to appropriate water and sewer infrastructure and is consistent with the applicable water quality management plan or is included in an amendment to that plan which has been submitted and under review by the NJDEP.

A suitable site is a site that is adjacent to compatible land uses, has access to appropriate streets and is consistent with environmental policies.



Weiss (Proposed- Developer's Agreement)

The Weiss mixed-use, redevelopment site is 17.3 acres in area and is comprised of five (5) lots, four of which are owned privately (Block 160.01, Lots 11.01, 11.02 and 24) and one owned by the NJDOT (Block 160.01, Lot 4) (Refer to the Township Affordable Housing Compliance Plan Map and the site specific map provided below). The proposal to develop the site includes a 100+ guest room hotel, commercial uses including restaurants and an inclusionary 240-unit multi-family residential family rental development of which 36 family affordable rental units will be deed restricted for low and moderate income households including five (5) very-low income family affordable units.

Fronting on approximately 800 feet of US Route 130 and 1,000 feet on Cedar Lane (County Route 650) and located in the Highway Commercial (HC) zoning district, the site currently contains farmland, a single-family residence and a commercial use (selling storage sheds). The site is bounded by a self-storage facility to the west, retail commercial uses to the north and east, agriculture to the southeast and single-family detached dwelling units to the south. The site is within ½ mile of the Florence River Line Station which is just to the south of the site off of Route 130.

The Township entered into a developer's agreement with Florence Associates, LLC (Weiss), a related entity of Weiss Properties on December 6, 2017 for a mixed-use, redevelopment inclusionary development. (Refer to the Developer's Agreement in Appendix V) A redevelopment plan for the site was adopted by the Township on February 7, 2018 to permit mixed-use development (Refer to Appendix V).

The affordable units will be developed and occupied in accordance with UHAC rules, N.J.A.C. 5:80-26.1 et seq., including but not limited to bedroom distribution and affordability controls of at least 30 years, with the exception of the very-low income requirement such that 13% of the units will be reserved for households at 30% of the regional median income instead of the UHAC requirement of 10% of the units reserved for households at 35% of the regional median income. Additionally, the affordable units will comply with N.J.A.C. 5:97-3.14, accessible and adaptable affordable units. The units will be administered by a Township approved and experienced affordable housing administrator.

- ✓ Site Suitability – The site is available, developable, approvable and suitable.

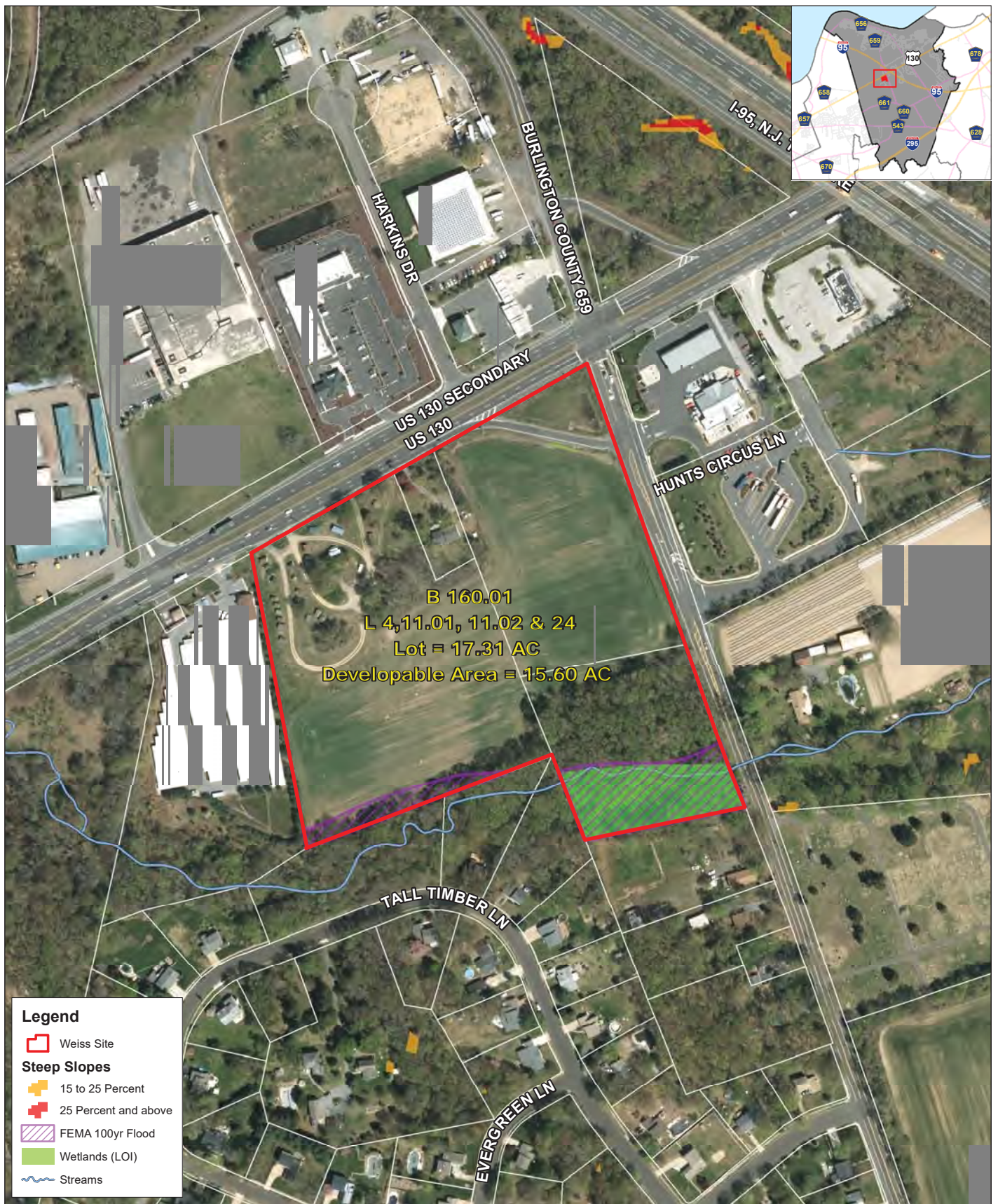
The site meets COAH's site suitability standards, pursuant to N.J.A.C. 5:97-3.13.

- *The site has a clear title and is free of encumbrances which preclude development of affordable housing.* The developer has represented that the site has clear title and no legal encumbrances which would preclude its development for inclusionary affordable family rental housing.



- *The site is adjacent to compatible land uses and has access to appropriate streets.* The site has approximately 800 feet of frontage along US Route 130 and 1,000 feet on Cedar Lane (County Route 650). As indicated the site is adjacent to commercial and single family residential uses.
- *Adequate sewer and water capacity is available.* Per the attached letter (Appendix U), the Township Administrator verified both water and sewer infrastructure and capacity is available.
- *The site can be developed in accordance with R.S.I.S.* Development of the site will be consistent with the Residential Site Improvement Standards, N.J.A.C. 5:21-1 et seq.
- *The site is located in a “Smart Growth Planning Area”.* The 2001 Adopted State Plan Map and the 2004 Preliminary State Plan Map designates the property as the Suburban Planning Area (PA 2), the preferred location for affordable housing development. The intention of the Suburban Planning Area is to provide for much of the State’s future development in a compact form.
- *The development is not within the jurisdiction of a Regional Planning Agency or CAFRA.* The site is located outside of the Pinelands, CAFRA, Highlands, or Meadowlands.
- *The site will comply with all applicable environmental regulations.* Although there are wetlands and floodplains on the property as shown on the aerial map, these environmental constraints will not preclude the proposed affordable housing development. There are no steep slopes, Category One streams or contaminated sites located on the property or immediate vicinity.
- *The site will not impact any historic or architecturally important sites and districts.* There are no historic or architecturally important sites or buildings on the property or in the immediate vicinity that will impact the development of the proposed affordable housing.

This project will contribute 72 credits, (36 very-low, low and moderate income family rental units and 36 rental bonus credits) toward the third round obligation and will also be used to meet the family obligation and the rental obligation, including the family rental obligation and 5 very low income units.



Legend

Weiss Site

Steep Slopes

15 to 25 Percent

25 Percent and above

FEMA 100yr Flood

Wetlands (LOI)

Streams



0 320Ft

Clarke Caton Hintz



Architecture

Planning

Landscape Architecture

Weiss

Inclusionary Redevelopment Site

LOCATION:

Florence Township, Burlington County, NJ

DATE:

February 2018



MARKET TO AFFORDABLE PROGRAM – COMPLETED/APPROVED/PROPOSED

Florence Township proposes a 17-unit third round Market to Affordable Program of which seven (7) affordable units are completed. The Township implemented its program as a result of COAH's previous third round approval. As part of the COAH 2009 substantive certification, COAH approved a waiver from N.J.A.C. 5:97-9(b)4, to allow the Township to specifically exceed the maximum number of market to affordable units initially approved. COAH indicated in the compliance report dated June 18, 2009, the waiver met the requirements of N.J.A.C. 5:96-15.2(b) in that the inclusion of the 40-unit Market to Affordable program as one element of Florence Township's diverse fair share approach fostered the production of affordable housing and provided a mix of housing options.

As stated in the COAH Resolution #20-09, Florence Township has a history of working with affordable housing providers to produce varied housing opportunities, including the Multiple Sclerosis Association, the Affordable Homes Group and Family Services of Burlington County. COAH analyzed the Township's documentation in the Township's 2008 Third Round Plan that demonstrated that there were sufficient market-rate units within the municipality as documented by the multiple listing service and COAH approved a waiver for the Township for a 40-unit Market to Affordable program as part of the Township's 2009 third round substantive certification. In addition, as seven (7) units of the Township's total 17-unit current Market to Affordable program are completed, as of this date, the Township has "demonstrated a successful history of a Market to Affordable program".

The Township will address the Market to Affordable Regulations per N.J.A.C. 5:97-6.9 as these third round regulations permit rental units and are more thorough than COAH's second round regulations for the write-down/buy-down program. Compliance for each of the Market to Affordable programs is listed below.

220 Foundry - completed

Ventures SME developed the first market to affordable units in the Township through the rehabilitation of a vacant, substandard residential building located at 220 Foundry Street (Block 14 /Lot 8) into six (6) affordable family rental housing units. The development received Zoning Board approval on February 28, 2012 (Resolution ZB 2012-10). The Township provided an affordability assistance contribution of \$198,000 (\$33,000 per unit average) pursuant to a developer's agreement dated July 11, 2012 (Refer to Appendix W), which addresses the minimum average subsidy of \$27,500 required by COAH's rules. In addition, CO's were issued on June 4, 2014. The CO's for the newly created units address the requirement that the units shall be certified to be in sound condition after the gut rehabilitation. All units have appropriate deed restrictions indicating at least 30-year controls (Refer to Appendix W for Developer's Agreement and Deed Restriction) and are developed and administered under the requirements per N.J.A.C. 5:80-26.1, including but not limited to affordability average, restrictions on rents, tenant income eligibility, affirmative marketing and long-term controls on affordability.



Piazza and Associates is the Township's experienced affordable housing administrative agent for these affordable family rental units. Although COAH's Market to Affordable regulations permit exceptions to UHAC for bedroom distribution, low and moderate unit split and affordability average, 220 Foundry addressed the low/moderate income split, affordability average and also provided a very-low income unit at 30% of the regional median income. The low-/moderate-income split by bedroom count at 220 Foundry is as follows: one (1) two-bedroom very low-income unit, two (2) low-income units (one (1) one-bedroom unit and one (1) two-bedroom unit) and three (3) moderate-income units (two (2) one-bedroom units and one (1) two-bedroom unit). The six (6) affordable family rentals are eligible for six (6) third round rental bonuses per N.J.A.C. 5:93-5.15.

Salt/Light – 301 Norman - approved

Salt and Light, Inc., an experienced affordable housing provider, received approval (Resolutions Z.B.-2009-04 and 2009-163) to replace an existing structure with an affordable modular three-bedroom single-family detached dwelling at 301 Norman Avenue (Block 116/Lot 7). (Refer to Appendix W for the resolutions of approval). The property is owned by Salt and Light who will provide long-term administration of the affordable family for-sale unit in accordance with COAH rules and UHAC.

The site is suitable and there are no encumbrances that preclude development of affordable housing. The site is 1/3 mile from the Roebling River Line station which accesses employment opportunities from Trenton to Camden and beyond. The site is located in Planning Area 2 which is a preferred location for affordable housing. There are no historic structures listed on the State or National Historic Registers on the site. According to DEP and FEMA mapping, while a very small portion of the eastern corner of Lot 7 and the surrounding existing residential neighborhood to the east is within the 100-year flood plain, this will not preclude development.

The Township provided an affordability assistance contribution of \$35,000 (refer to Appendix W for the developer's agreement), which exceeds and addresses the minimum average subsidy of \$27,500 required by COAH's rules. The future certificate of occupancy that will be issued for this site for the newly created unit will address the requirement that the unit shall be certified to be in sound condition.

Salt and Light will affirmatively market the moderate-income affordable family sale unit, income qualify applicants and maintain at least 30-year affordability controls in accordance with COAH rules at N.J.A.C. 5:93-9.2 and UHAC per N.J.A.C. 5:80-26.1 and to address the Township's Agreement with FSHC which requirements have been set forth in the Township's Fair Share Ordinance. The moderate-income unit is offset by other surplus low-income units including the alternative living arrangement units in the Township plan. The maximum sales price of the moderate-income unit shall be affordable to a household earning no more than 70% of median income.



Salt/Light scattered sites (Township Agreement) – 25-5 Tollgate - completed

Salt and Light, Inc. entered into an agreement with Township on May 22, 2017 to provide ten (10) affordable rental units dispersed throughout the Township. (See Appendix W for the agreement)¹⁰ The affordable family rental units will be developed and dispersed through the Township in different housing types such as single family detached and attached, condominiums or apartments to provide housing for families of very-low, low and moderate incomes. The units will meet COAH's regulations at N.J.A.C. 5:93 and the UHAC standards defined in N.J.A.C. 5:80-26.1 et seq., with the exception that UHAC requirement for 10% very low-income units at 35% of the regional median income is replaced by the statutory requirement per N.J.S.A. 52:27D-329.1 of 13% very low-income units at 30% of the regional median income. The Township will provide \$405,000 overall affordability assistance for the ten (10) unit scattered site Market to Affordable program, which exceeds and addresses the minimum average subsidy of \$27,500 required by COAH's rules. Although the COAH rules allow an exception to the low- and moderate-income unit split requirements, the agreement requires Salt and Light to provide one (1) very-low income unit, four (4) low income units and five (5) moderate income units.

Salt and Light is the experienced administrative agent for the long term administration of the scattered site market to affordable family rental units. A Market to Affordable Program manual will be provided.

One (1) of the ten (10) units is completed and is located at 25-5 (Block 155.25, Lot 5) Florence Tollgate. A deed restriction was placed on the 25-5 Florence Tollgate unit on September 21, 2016 and filed with Burlington County on December 31, 2016. The unit has the minimum 30-year controls and is developed and administered under the requirements per N.J.A.C. 5:80-26.1, including but not limited to affordability average, restrictions on rents, tenant income eligibility, affirmative marketing (also addressing the settlement agreement requirements as set forth in the Fair Share Ordinance and Affirmative Marketing Plan) and long-term controls on affordability.

¹⁰ The ten (10) scattered site Market to Affordable family rentals units with Salt and Light replace the four (4) affordable family rental units at 111 Norman Avenue which had been part of the COAH certified third round plan from 2008.



SUPPORTIVE AND SPECIAL NEEDS HOUSING – COMPLETED/APPROVED

Transitional Housing Inc – 4 of 9 balance

As discussed in detail above under the Prior Round section, Transitional Housing has a total of nine (9) existing alternative living arrangement units. There are five (5) existing units administered by Transitional Housing at 717 West Second Street, 140 Alden Street and 340 Alden Street. In addition, Transitional Housing has also provided four (4) new units at 340 Alden Street.

All of the units are funded as special needs and supportive housing through the NJ Department of Community Affairs (“DCA”) Shelter Support Program Funds. As this DCA funding program only requires 10-year restrictions, Transitional Housing will provide the minimum 30-year affordability deed restrictions on the nine (9) units as discussed above. These nine (9) housing units are eligible for nine (9) credits. The special needs and supportive housing units are not age-restricted.

For purposes of credit toward the Third Round Obligation, four (4) of the six (6) units located at 340 Alden Street will be applied to the Third Round Obligation for a total of four (4) credits and four (4) rental bonuses.

Family Service/Twin Oaks - completed

Family Service of Burlington County, formally known as Twin Oaks and now known as Oaks Integrated Care, is an experienced provider of alternative living arrangements in the Burlington County region. The Township entered into an agreement on February 4, 2009 with Twin Oaks and the Township contributed \$35,000 per unit of affordable housing trust funds to aid in the production of alternative living arrangements. Oaks Integrated Care currently has nine (9) existing alternative living arrangement units/bedrooms in Florence Township, which address COAH’s regulations at N.J.A.C. 5:93-5.8.

The units/bedrooms administered by Oaks Integrated Care are located at 29-1 Florence Tollgate, 10-2 Florence Tollgate and 31-1 Florence Tollgate (all one-bedroom units) and at 37-1 Florence Tollgate, 37-5 Florence Tollgate and 79 Riverbank Drive (all two-bedroom units). The various alternative living arrangements received CO’s ranging from May 22, 2008 to June 23, 2011. Oaks Integrated Care has provided the minimum 30-year affordable housing deed restrictions on each property. (Refer to attached deed restrictions, agreement and current license in Appendix X).

These nine (9) alternative living arrangements are eligible for nine (9) credits and have a low-/moderate-income split of four (4) very low-income units, three (3) low-income units and two (2) moderate-income units. Additionally, the nine (9) credits are eligible for nine (9) third round rental bonuses pursuant to N.J.A.C. 5:93-5.15.



Salt/Light – 300/320 Alden - completed

In July 2007, Salt and Light purchased 300 and 320 Alden Avenue (Block 116/Lot 6) from Homes of Hope and subsequently combined the lots into one. Through an agreement with Florence Township, Salt and Light will continue the affordable housing operations at both properties for a total of seven (7) affordable units including five (5) permanent transitional housing units. [See discussion under 100% Affordable Development section regarding the two (2) completed affordable family rental units at the site.] The development received a CCO on June 27, 2007. Pursuant to the Township's agreement, Salt and Light continues to affirmatively market the units, income qualify applicants and maintain the minimum 30-year affordability controls in accordance with COAH rules at N.J.A.C. 5:93-9.2 and UHAC per N.J.A.C. 5:80-26.1. (Refer to Appendix O for the deed restriction and agreement). The five (5) permanent transitional housing units are available to very low income households and are eligible for five (5) third round rental bonuses pursuant to N.J.A.C. 5:93-5.15.

Community Options – 330 East 4th Street - completed

Florence Township is eligible for 3 credits for a licensed three-bedroom group home unit located at 330 East Fourth Street (Block 71 Lot 3). The housing unit which consists of three bedrooms for very low income individuals received a certificate of occupancy in March 2016. Community Options, an experienced group home provider placed 30-year affordability controls on the property and the Township, in return, pursuant to an agreement, provided Community Options with \$60,000. This group home will help the Township address the minimum Third Round rental obligation and will be eligible for 3 third round rental bonus credits. (Refer to Appendix X for the deed restriction, agreement and current license)

SERV – 440 West 4th Street - approved

SERV is an experienced group home provider and is proposing to construct a four-bedroom group home on Block 31, Lot 1. The Township currently owns the parcel and demolished the existing structure and mitigated the environmental contamination found at the site. The Township will transfer title to SERV provided SERV places a minimum 30-year affordable housing deed restriction on the new 2,400 square foot four-bedroom group home when built. The Township's proposed group home agreement requires the building to be completed and a certificate of occupancy granted within 36 months of the affordable housing agreement. Additionally, the Township has provided a firm commitment for the establishment of the group home to be eligible for four (4) third round rental bonuses. (Refer to Appendix X for a draft agreement).





AFFORDABLE HOUSING ADMINISTRATION & AFFIRMATIVE MARKETING

Florence Township has prepared an updated Affordable Housing Ordinance in accordance with COAH's substantive rules and UHAC, as well as to address terms of the court-approved FSHC agreement. The Fair Share Ordinance will govern the establishment of affordable units in the Township as well as regulating the occupancy of such units. The Township's Fair Share Ordinance covers the phasing of affordable units, the low/moderate income split, bedroom distribution, occupancy standards, affordability controls, establishing rents and prices, affirmative marketing, income qualification, etc. including an exception that the UHAC requirement for 10 percent of the affordable units in rental projects being required to be at 35 percent of median income be replaced by the statutory requirement, N.J.S.A. 52:27D329.1 that 13 percent of affordable units in such projects shall be required to be at 30 percent of median income.

In accordance with Item # 12 from the FSHC agreement, the ordinance will require LIHTC funded projects to address the UHAC low and moderate income split, the bedroom distribution requirement and place 45-year affordability control deed restrictions on the units.

Additionally, the Affordable Housing Ordinance will establish a mandatory set-aside requirement of 20% if the affordable units will be for sale and 15% if the affordable units will be for rent, for any multi-family residential development created through any Planning Board action on subdivision or site plan applications; municipal rezoning; Zoning Board use or density variance; redevelopment plan or rehabilitation plan that provides a substantial density increase resulting in a minimum density at or above six (6) units per acre (or other compensatory benefit). This requirement does not give any developer the right to any such rezoning, variance or other relief, or establish any obligation on the part of Florence Township to grant such rezoning, variance or other relief.

As approved by municipal resolution, the Township Administrator, has held and will continue to hold the position of the Municipal Housing Liaison. The Township utilizes a number of existing experienced affordable housing administrative agents including HAS, Triad, Piazza and Associates, and Salt and Light, as well as a number of special needs providers. The Township is required to name administrative agent(s) for the various proposed affordable housing compliance mechanisms, which it has in this plan such as Conifer/MEND for the Route 130/Hornberger site and Salt and Light for the Market to Affordable program. To conduct affirmative marketing and monitoring of affordable units, the Township will enter into an agreement with Piazza and Associates, an experienced affordable housing administrator for the administration of future affordable units in the Township. (See Appendix AA for the Piazza agreement)



The Township will adopt an affirmative marketing plan for all affordable housing sites. The affirmative marketing plan, attached hereto in the Appendices, is designed to attract buyers and/or renters of all majority and minority groups, regardless of race, creed, color, national origin, ancestry, marital or familial status, gender, affectional or sexual orientation, disability, age or number of children to the affordable units located in the Township. Additionally, the affirmative marketing plan is intended to target those potentially eligible persons who are least likely to apply for affordable units and who reside in the Township's housing region, Region 5, consisting of Burlington, Camden and Gloucester counties.

The affirmative marketing plan lays out the random-selection and income qualification procedure of the administrative agent, which is consistent with COAH's rules and N.J.A.C. 5:80-26.1. All newly created affordable units will comply with the minimum thirty-year affordability control required by UHAC, N.J.A.C. 5:80-26.5 and 5:80-26.11. This plan must be adhered to by all private, non-profit or municipal developers of affordable housing units and must cover the period of deed restriction or affordability controls on each affordable unit.

As required by the court-approved FSHC agreement, the Affirmative Marketing Plan lists Fair Share Housing Center, the New Jersey State Conference of the NAACP, the Latino Action Network, the Southern Burlington County Branch of the NAACP, Willingboro NAACP, MEND, Lutheran Social Ministries (LSM) and BCCAP among the list of community and regional organizations. The Township shall, as part of its regional affirmative marketing strategies during its implementation of this plan, provide notice to those organizations of all available affordable housing units. The Township also agrees to require any other entities, including developers or persons or companies retained to do affirmative marketing, to comply with this paragraph.



AFFORDABLE HOUSING TRUST FUND

Florence Township initially adopted a development fee ordinance in 1993 which was approved by COAH on February 3, 1993 and, most recently, the Township adopted an updated development fee ordinance on June 9, 2010 which had been approved by COAH on May 10, 2010. The updated ordinance permits collection of residential development fees equal to 1.5% of the equalized assessed value of new residential construction and additions, and mandatory nonresidential development fees equal to 2.5% of the equalized assessed value of new nonresidential construction and additions. The Township will update its development fee ordinance again as part of this Housing Element and Fair Share Plan to eliminate references to COAH's invalidated third round regulations, instead citing COAH's second round regulations and to provide references to the Superior Court's jurisdiction instead of COAH's. (See Appendix Y for the updated Development Fee Ordinance)

A new spending plan has been prepared consistent with this Plan (Refer to Appendix J). The Spending Plan, which discusses anticipated revenues, collection of revenues, and the use of revenues, was prepared in accordance with COAH's applicable substantive rules. All collected revenues will be placed in the Township's Affordable Housing Trust fund and will be dispensed for the use of eligible affordable housing activities including, but not limited to:

- Rehabilitation program;
- New construction of affordable housing units and related development costs;
- Extensions or improvements of roads and infrastructure directly serving affordable housing development sites;
- Acquisition and/or improvement of land to be used for affordable housing;
- Purchase of affordable housing units for the purpose of maintaining or implementing affordability controls;
- Maintenance and repair of affordable housing units;
- Repayment of municipal bonds issued to finance low- and moderate-income housing activity; and
- Any other activity as specified in the approved spending plan.

The Township is required to fund eligible programs in its Court-approved Housing Element and Fair Share Plan, as well as provide statutorily required affordability assistance.

At least 30% of collected development fees, excluding expenditures made through June 2, 2008, when affordability assistance became a statutory requirement in the Fair Housing Act, shall be used to provide affordability assistance to very-low, low- and moderate-income households in affordable units included in a municipal Fair Share Plan. At least one-third (1/3) of the affordability assistance must be expended on very-



low income units. Additionally, no more than 20% of the revenues collected from development fees each year, shall be expended on administration, including, but not limited to, salaries and benefits for municipal employees or consultant fees necessary to prepare or implement a rehabilitation program, a new construction program, a housing element and fair share plan, and/or an affirmative marketing program.

In accordance with the agreement with FSHC, the expenditures of funds contemplated under the FSHC agreement constitute a "commitment" for expenditure pursuant to N.J.S.A. 52:27D-329.2 and -329.3, with the four-year time period for expenditure designated pursuant to those provisions beginning to run with the entry of a final judgment approving this settlement in accordance with the provisions of *In re Tp. Of Monroe*, 442 N.J. Super. 565 (Law Div. 2015) (aff'd 442 N.J. Super. 563). On the first anniversary of the execution of the FSHC agreement (November 22, 2018), and every anniversary thereafter through the end of the FSHC agreement, the Township will provide annual reporting of trust fund activity to the DCA, COAH, or LGS, or other entity designated by the State of New Jersey, with a copy provided to FSHC and posted on the municipal website, using forms developed for this purpose by DCA, COAH, or LGS. The reporting shall include an accounting of all housing trust fund activity, including the source and amount of funds collected and the amount and purpose for which any funds have been expended.

COST GENERATION

Florence Township's Land Development Ordinance has been reviewed to eliminate unnecessary cost generating standards; it provides for expediting the review of development applications containing affordable housing. Such expedition may consist of, but is not limited to, scheduling of pre-application conferences and special monthly public hearings. Furthermore, development applications containing affordable housing shall be reviewed for consistency with the Land Development Ordinance, Residential Site Improvement Standards (N.J.A.C. 5:21-1 et seq.) and the mandate of the FHA regarding unnecessary cost generating features. Florence Township shall comply with COAH's requirements for unnecessary cost generating requirements, N.J.A.C. 5:93-10.1, procedures for development applications containing affordable housing, N.J.A.C. 5:93-10.4, and requirements for special studies and escrow accounts where an application contains affordable housing, N.J.A.C. 5:93-10.3.

MONITORING

On the first anniversary of the execution the FSHC agreement which is November 22, 2016, and every anniversary thereafter through the end of the agreement, the



Township agrees to provide annual reporting of trust fund activity to the NJDCA, COAH, or NJLGS, or other entity designated by the State of New Jersey, with a copy provided to FSHC and posted on the municipal website, using forms developed for this purpose by the NJDCA, COAH, or LGS.

The reporting shall include an accounting of all housing trust fund activity, including the source and amount of funds collected and the amount and purpose for which any funds have been expended.

In addition, on the first anniversary of the execution of the FSHC agreement dated November 22, 2016, and every anniversary thereafter through the end of the agreement, the Township agrees to provide annual reporting of the status of all affordable housing activity within the municipality through posting on the municipal website with a copy of such posting provided to FSHC, using forms previously developed for this purpose by COAH or any other forms endorsed by the Special Master and FSHC.

The Fair Housing Act includes two provisions regarding action to be taken by the Township during the ten-year period of protection acknowledged by the agreement. The Township agrees to comply with those provisions as follows:

- a. For the midpoint realistic opportunity review due on July 1, 2020, as required pursuant to N.J.S.A. 52:27D-313, the Township will post on its municipal website, with a copy provided to FSHC, a status report as to its implementation of its Plan and an analysis of whether any unbuilt sites or unfulfilled mechanisms continue to present a realistic opportunity. Such posting shall invite any interested party to submit comments to the municipality, with a copy to FSHC, regarding whether any sites no longer present a realistic opportunity and should be replaced. Any interested party may by motion request a hearing before the court regarding these issues.
- b. For the review of very-low income housing requirements required by N.J.S.A. 52:27D-329.1 within 30 days of the third anniversary of the FSHC agreement dated November 22, 2016, and every third year thereafter, the Township will post on its municipal website, with a copy provided to FSHC, a status report as to its satisfaction of its very-low income requirements, including the family very-low income requirements. Such posting shall invite any interested party to submit comments to the municipality and FSHC on the issue of whether the municipality has complied with its very low income housing obligation under the terms of the settlement with FSHC.

APPENDIX

EXHIBIT A

Housing, Demographic and Employment Analysis

HOUSING, DEMOGRAPHIC & EMPLOYMENT ANALYSIS

HOUSING CHARACTERISTICS

The 2011-2015 American Community Survey (ACS)¹ indicates that Florence Township has approximately 5,433 housing units, with 414, or 7.6%, vacant. The Township's housing stock consists predominantly of single-family detached units (51.4%). The Township's percentage of single-family detached units is comparable to that of the State (53.6%) and lower than Burlington County (65.1%). The renter population comprised approximately 16% of all occupied units (with 84% owner-occupied), which is approximately 7.5% lower than the County (23.5%) and 19.5% lower the State (35.5%).

See Table 1, Housing Units by Number of Units in Structure.

TABLE 1. HOUSING UNITS BY NUMBER OF UNITS IN STRUCTURE, 2015.						
Number of units	Total Units	% Total	Owner Occupied	% Owner Occupied	Rentals	Vacant
1, detached	2,793	51.4%	2,566	61.0%	105	122
1, attached	1,753	32.3%	1,449	34.4%	192	112
2	213	3.9%	44	1.0%	159	10
3 or 4	206	3.8%	38	0.9%	90	78
5 to 9	236	4.3%	113	2.7%	67	56
10 to 19	44	0.8%	0	0%	44	-
20 or more	163	3.0%	0	0%	127	36
Mobile home	25	0.5%	0	0%	25	-
Boat, RV, van, etc.	0	0%	0	0%	0	-
Total	5,433	100%	4,210	100%	809	414
Source: 2011-2015 American Community Survey 5-Year Estimate (B25032, DP04).						
*The margins of error for these values exceed the estimated counts. As such, the estimates may be unreliable.						

¹ The American Community Survey replaced the long-form Census as the source for much of the housing data necessary to complete this section. The Census is a one-time count of the population while this ACS is an estimate taken over five years through sampling. As such, data in the ACS is subject to a margin of error.

Table 2, Housing Units by Year Built, illustrates the decades during which the Township's housing units were built. Approximately 40% of Florence Township's housing stock was built more than 60 years ago. The median year built of homes in the Township is equal to that of the County (1975) but later than the State (1966) by about a decade.

The Township's 50-plus year old housing comprise 62% of all renter-occupied units.

TABLE 2. HOUSING UNITS BY YEAR BUILT, 2015.				
Year Built	Total Units	Percent	Owner	Renter
2014 or later	15	0.3%	15	0
2010 to 2013	96	1.8%	96	0
2000 to 2009	780	14.4%	735	45
1990 to 1999	738	13.6%	588	83
1980 to 1989	688	12.7%	580	108
1970 to 1979	551	10.1%	423	62
1960 to 1969	371	6.8%	227	73
1950 to 1959	547	10.1%	391	146
1940 to 1949	249	4.6%	114	98
1939 or earlier	1,389	25.7%	1,041	194
Totals	5,433	100%	4,210	809
Median Year built:	1975		1958	1978

Table 3, Housing Units by Number of Rooms, 2015 and Table 4, Number of Bedrooms per Housing Unit, 2015 show that housing in Florence Township is generally larger than housing across the County and the State, as evidenced by the number of bedrooms and rooms in general per housing unit. Housing units with three or more bedrooms comprise 69.1% of all housing units in Florence Township, compared to only 57.1% and 67.8% in New Jersey and Burlington County, respectfully.

TABLE 3. HOUSING UNITS BY NUMBER OF ROOMS, 2015		
Rooms	Number of Units	Percentage of Total
1	13	0.2%
2	68	1.3%
3	305	5.6%
4	458	8.4%
5	863	15.9%
6	1,201	22.1%
7	1,127	20.7%
8	566	10.4%
9+	832	15.3%
Total	5,433	100%
<i>Source: 2011-2015 American Community Survey 5-Year Estimate (DP04)</i>		

TABLE 4. NUMBER OF BEDROOMS PER HOUSING UNIT, 2015		
Bedrooms	Number of Units	Percent of Total
Efficiency	13	0.2%
1	532	9.8%
2	1,132	20.8%
3	2,413	44.4%
4	1,120	20.6%
5+	223	4.1%
Total	5,433	100%
<i>Source: 2011-2015 American Community Survey 5-Year Estimate (DP04)</i>		

Table 5, Housing Values, shows that the median housing value in Florence Township increased 95% between 2000 and 2015. While Burlington County experienced lower value increases during this time (82%), Florence Township had lower median housing values compared to the County both in 2000 (\$113,800 vs. \$134,000) and 2015 (\$222,400 vs. \$245,000). Based on the 2017 Illustrative Sales numbers, approximately 214 (5.0%) of 2015 housing in Florence Township may be affordable to very-low income households (based on a 3-bedroom unit). Meanwhile, approximately 170 (4.0%) of units (exclusive of units that may be affordable to very-low income households) may be affordable to low income households, and approximately 760

units (18%) may be affordable to moderate income households (excluding those units affordable to low and very-low income households). In total, approximately 1,144 owner-occupied units, or 27% of owner-occupied units in the Township, may be affordable to very-low, low and moderate-income households.

TABLE 5. HOUSING VALUES, 2015 AND 2000				
Housing Unit Value	2015 Units	Percent	2000 Units	Percent
Less than \$10,000	36	0.86%	0	0.00%
\$10,000 to \$99,999	321	7.62%	1,014	3.95%
\$100,000 to \$249,999	2,152	51.12%	1,769	90.73%
\$250,000 to \$299,999	556	13.21%	58	4.32%
\$300,000 to \$399,999	645	15.32%	12	0.90%
\$400,000 to \$499,999	377	8.95%	0	0.10%
\$500,000 to \$749,999	62	1.47%	0	0.00%
\$750,000 to \$999,999	22	0.52%	0	0.00%
\$1,000,000 or more	39	0.93%	0	0.00%
Total	4,210	100%	2,853	100%
Median	\$222,400		\$113,800	
Sources: 2000 Census (H074), 2011-2015 American Community Survey 5-Year Estimate (DP04, B25075) *The margins of error for this information exceed the estimated counts. As such, the estimates may be unreliable.				

The median rent in Florence Township in 2015 was \$961 dollars, compared to \$1,207 across Burlington County. Based on the 2017 illustrative rents, approximately 66 units, or 8.2%, may be affordable to very low income renters (based on a one-bedroom unit). Similarly, approximately 125 units (15.5% of rental units) may be affordable to low income renters (exclusive of rental units affordable to very low income renters) and approximately 224 units (27.7% of rental units) may be affordable to moderate income renters (exclusive of those units affordable to lower income groups). In total, approximately 415 rental units, or 51.3% of all renter-occupied housing units, may be affordable to low and moderate income households. See Table 6, Comparison of Florence Township and Burlington County, Gross Rent.

TABLE 6. FLORENCE TOWNSHIP AND BURLINGTON COUNTY GROSS RENT, 2015.				
	Florence Township		Burlington County	
Gross Rent	Units	Percent	Units	Percent
Less than \$100	0	0%	24	0.06%
\$100 to \$149	0	0%	91	0.23%
\$150 to \$199	0	0%	95	0.24%
\$200 to \$249	0	0%	121	0.31%
\$250 to \$299	24	2.97%	296	0.76%
\$300 to \$349	0	0%	139	0.35%
\$350 to \$399	0	0%	122	0.31%
\$400 to \$449	34	4.20%	215	0.55%
\$450 to \$499	8	0.98%	165	0.42%
\$500 to \$549	0	0%	75	0.19%
\$550 to \$599	0	0%	419	1.08%
\$600 to \$649	13	1.61%	632	1.63%
\$650 to \$699	33	4.08%	573	1.47%
\$700 to \$749	55	6.80%	927	2.39%
\$750 to \$799	24	2.97%	1,013	2.61%
\$800 to \$899	85	10.51%	2,809	7.24%
\$900 to \$999	139	17.18%	3,453	8.91%
\$1,000 to \$1,249	146	18.05%	8,837	22.80%
\$1,250 to \$1,499	119	14.71%	6,003	15.49%
\$1,500 to \$1,999	42	5.19%	7,247	18.70%
\$2,000 or more	0	0%	3,704	9.54%
No cash rent	87	10.75%	1,794	4.63%
Total	809	100%	38,754	100%
Median Rent	\$961		\$1,207	
Source: 2011-2015 American Community Survey 5-Year Estimate (DP04, B25063)				
*The margin of error for this information exceeds the estimated counts. As such, the estimates may be unreliable.				

Housing is generally considered to be affordable if the costs of rents, mortgages, and other essential costs consume 28% or less of an owner-household's income or 30% or less of a renter-household's income. Homeowner rates are lower to account for the additional home maintenance costs associated with ownership. In Florence Township, 33.13% of homeowner households and 65.66% of renter households (an average of 37.36% of all households in the Township) pay 30% or more of their monthly income toward housing costs. See Table 7, Housing Affordability.

TABLE 7: HOUSING AFFORDABILITY, 2015						
Monthly Housing Cost as % of Income	Owner-Occupied	% of Total	Renter	% of Total	All Occupied	% of Total
Less than 20 Percent	1,520	37.98%	120	20.10%	1,640	35.66%
20 to 29 Percent	1,156	28.89%	85	14.24%	1,241	26.98%
30 Percent or More	1,326	33.13%	392	65.66%	1,718	37.36%
Total	4,002	100%	597	100%	4,599*	100%
Source: 2011-2015 American Community Survey 5-Year Estimate (DPo4)						
*Difference in number due to margin of error						

Though the definition of deteriorated housing has evolved over several iterations of the State's affordable housing regulations, the currently accepted criteria for determining whether a housing unit is in a deficient state are as follows: (1) the unit is overcrowded (contains more than 1 person per room) and is more than fifty years old, (2) the unit has inadequate plumbing, or (3) the unit has inadequate kitchen facilities. While [Table 8, Indicators of Deficiency, 2011-2015](#), demonstrates the number of units meeting each criterion, it should not be interpreted as reflecting the Township's rehabilitation obligation, as it does not account for double counting units containing more than one indicator of deficiency and it only shows overcrowding in units built prior to 1950 instead of 1965, due to constraints in available data tables.

TABLE 8: INDICATORS OF HOUSING DEFICIENCY, 2015			
Indicator	Incomplete Plumbing	Incomplete Kitchen	Crowded or Overcrowded, and Built Pre-1950
Number of Units	81*	95	26*
Source: 2011-2015 American Community Survey 5-Year Estimate (DPo4, B25050)			
*The margin of error for this information exceeds the estimated counts. As such, the estimates may be unreliable			

GENERAL POPULATION CHARACTERISTICS

The Township has seen its population grow by 18% since the 1990 census, while New Jersey has grown by 19.4% and Burlington County has grown by 13.6% in the same period. See [Table 9, Population Growth](#).

TABLE 9. POPULATION GROWTH.					
	1990	2000	% Change	2010	% Change
Florence Township	10,266	10,746	4.68%	12,109	12.68%
Burlington County	395,066	423,394	7.17%	448,734	5.98%
New Jersey	7,730,188	8,414,350	8.9%	8,791,894	4.5%
Sources: 1990, 2000, and 2010 US Census					

Florence Township has seen its 35 to 44 year-old population shrink by 14.8%, and its population of children between ages 5 and 14 and young adults between 15 and 24 dropped more than 5%. However, the under 5 population and the 25-34 population increased which may signal an influx of younger families moving into the Township.

Simultaneously, older adults between 55 and 74 years old saw a huge growth in population. This is consistent with the “graying” trend being seen in many communities across the country. This trend is attributed to a 4.0-year increase in the median age of Township residents, from 36.9 to 41.0.

TABLE 10. AGE DISTRIBUTION, 2000 – 2010.					
Age Group	2000	Percent	2010	Percent	Percent Change
Under 5	631	5.9%	736	6.1%	16.64%
5-14	1,546	14.4%	1,502	12.4%	-2.85%
15-24	1,359	12.7%	1,324	10.9%	-2.58%
25-34	1,420	13.2%	1,542	12.7%	8.59%
35-44	1,980	18.4%	1,686	13.9%	-14.85%
45-54	1,576	14.7%	2,003	16.5%	27.09%
55-64	955	8.9%	1,782	14.7%	86.60%
65-74	643	6.0%	890	7.3%	38.41%
75+	636	5.9%	644	5.3%	1.26%
Total	10,746	100%	12,109	100%	12.7%
Median Age:	36.9		41.0		
Sources: 2000 and 2010 US Census					

Household Characteristics

A household is defined by the U.S. Census Bureau as those persons who occupy a single room or group of rooms constituting a housing unit; however, these persons may or may not be related. As a subset of households, a family is identified as a group of persons including a householder and one or more persons related by blood, marriage or adoption, all living in the same household. In 2010, there were 4,755 households in the Township, with an average of 2.54 persons per household and an average of 3.07 persons per family. Approximately 52.0% of the households are comprised of married couples with or without children. Approximately 31.0% of the Township’s households are non-family households which include individuals living alone. See [Table II, Household Composition, 2010](#).

TABLE 11. HOUSEHOLD COMPOSITION, 2010		
Household Type	Number of Households	Percent
<i>Family households</i>	3,285	68.8%
Married-couple family	2,470	51.7%
With Children	967	20.3%
Male householder, no spouse present	199	4.2%
With Own Children Under 18	80	1.7%
Female householder, no spouse present	616	12.9%
With Own Children Under 18	302	6.3%
<i>Nonfamily households</i>	1,490	31.2%
Householder living alone	1,214	25.4%
Total Households	4,775	100%
<i>Source: 2010 US Census</i>		

INCOME CHARACTERISTICS

Households in Florence Township have on average similar incomes as found in Burlington County. Median income in 2013 in Florence Township was \$78,709 for households and \$89,306 for families. Comparable figures for the County were \$78,621 for households and \$94,884 for families. Table 12, Household Income by Income Brackets, further illustrates these findings by noting the number of households in each of the income categories. The Township's poverty rates for individuals and families (4.7% and 4.1%, respectively) are similar to the individual rates for the County but lower than the family rates for the County (4.4% and 6.4%, respectively). See Table 13, Individual and Family Poverty Rates, for the comparison.

TABLE 12. HOUSEHOLD INCOME BY INCOME BRACKETS, 2015		
	Households	Percent
Less than \$10,000	141	2.8%
\$10,000-\$14,999	128	2.6%
\$15,000-\$24,999	288	5.7%
\$25,000-\$34,999	420	8.4%
\$35,000-\$49,000	570	11.4%
\$50,000-\$74,999	846	16.9%
\$75,000-\$99,999	797	15.9%
\$100,000-\$149,999	1,120	22.3%
\$150,000-\$199,999	361	7.2%
\$200,000 +	348	6.9%
Total:	5,019	100%
Median Income:	\$78,709	
<i>Source: 2001-2015 American Community Survey 5-Year Estimate (DP03)</i>		

TABLE 13. INDIVIDUAL AND FAMILY POVERTY RATES, 2015		
Location	Individuals	Families
Florence Township	4.7%	4.1%
Burlington County	4.4%	6.4%
New Jersey	10.8%	8.2%
<i>Source: 2011-2015 American Community Survey 5-Year Estimate (DP03)</i>		

EMPLOYMENT CHARACTERISTICS

Table 14, Distribution of Employment by Industry, Florence Township Residents, 2015, shows the distribution of employment by industry for employed Florence Township residents. The four industries to capture the largest segments of the population were the education, health and social services industry at 28.3%; retail trade industry at 12.9%, public administration at 11.7%; and professional, scientific, management, administrative and waste management services industry at 9.4%.

TABLE 14. DISTRIBUTION OF EMPLOYMENT BY INDUSTRY, FLORENCE TOWNSHIP RESIDENTS, 2015.		
Sector Jobs	Number	Percent
Agriculture, Forestry, Fishing and Hunting, and Mining	53	0.8%
Construction	200	3.0%
Manufacturing	372	5.6%
Wholesale Trade	282	4.2%
Retail Trade	861	12.9%
Transportation, Warehousing, and Utilities	401	6.0%
Information	104	1.6%
Financing, Insurance, Real Estate, Renting, and Leasing	506	7.6%
Professional, Scientific, Management, Administrative, and Waste Management Services	628	9.4%
Educational, Health and Social Services	1,888	28.3%
Arts, Entertainment, Recreation, Accommodation and Food Services	263	3.9%
Other	323	4.8%
Public Administration	779	11.7%
Total:	6,660	100.0%
<i>Source: 2011-2015 American Community Survey 5-Year Estimate (DP03)</i>		

Table 15, Employment by Occupation, Florence Township, 2015, identifies the occupations of employed persons. While Florence Township residents work in a variety of industries, 39.8% of employed residents work in management, professional, and related occupations, while sales and office occupations employ 26.6% of residents.

TABLE 15. EMPLOYMENT BY OCCUPATION, FLORENCE TOWNSHIP TOWNSHIP, 2015.		
Sector Jobs	Number	Percent
Management, Business, Science, Arts	2,651	39.8%
Service	1,041	15.6%
Sales and Office	1,772	26.6%
Natural Resources, Construction, Maintenance	594	8.9%
Production, Transportation, Material Moving	602	9.0%
Total	6,660	100.0%
<i>Source: 2011-2015 American Community Survey 5-Year Estimate (DP03)</i>		

Since 2010, the size of the Florence Township labor force grew and workers have had an easier time finding a job. The Township's unemployment rate fell from 7.9% in 2010 to 4.5% in 2016. In 2016, the labor force in Florence Township Township consisted of 7,113 persons; the 2015 ACS indicates that in 2015 there were 10,307 residents ages 16 and older, indicating that approximately 2,278 working-age residents have not entered the labor force or are not looking for employment. Table 16, Change in Employment Since 2010, illustrates these trends.

TABLE 16: CHANGE IN EMPLOYMENT SINCE 2010				
Year	Labor Force	Employment	Unemployment	Unemployment Rate (%)
2010	6,958	6,407	551	7.9%
2011	6,928	6,349	579	8.4%
2012	6,965	6,389	576	8.3%
2015	6,910	6,405	505	7.3%
2014	6,866	6,447	419	6.1%
2015	7,104	6,699	405	5.7%
2016	7,113	6,791	322	4.5%
<i>Source: NJ Department of Labor and Workforce Development</i>				

The New Jersey Department of Labor tracks covered employment throughout the state. Covered employment data includes only those jobs for which unemployment compensation is paid. By definition it does not cover the self-employed, unpaid family workers, most part-time or temporary employees, and certain agricultural and in-home domestic workers. See [Table 17, Covered Employment Estimates](#), for additional detail.

TABLE 17. COVERED EMPLOYMENT ESTIMATES		
Year	Florence Township	Burlington County
2016	4,394	212,372
<i>Source: New Jersey Department of Labor, Division of Planning and Research, Office of Demographic and Economic Analysis, NJ Covered Employment Trends.</i>		

Accommodations/food and health/social trades were the largest sectors of in-town private-sector occupations, with 112 and 77 jobs, respectively. Amongst the public sector, local government and local government education employment captured the largest number of jobs for a total average of 625. Although limited data was available, [Table 18, Covered Employment by Sector](#), provides additional employment information.

TABLE 18. COVERED EMPLOYMENT BY SECTOR, 2015							
	Employment					Wages	
	March	June	Sept.	Dec.	Average	Annual	Weekly
Private Sector Municipality Total	3,052	3,095	3,738	6,102	3,763	\$58,921	\$1,133
Construction	-	-	-	-	-	-	-
Manufacturing	-	-	-	-	-	-	-
Wholesale Trade	-	-	-	-	-	-	-
Retail Trade	-	-	-	-	-	-	-
Finance/Insurance	-	-	-	-	-	-	-
Real Estate	-	-	-	-	-	-	-
Professional/Technical	59	64	58	65	62	\$58,402	\$1,123
Admin/Waste Remediation	-	-	-	-	-	-	-
Education	-	-	-	-	-	-	-
Health/Social	75	76	76	77	77	\$30,794	\$592
Arts/Entertainment	-	-	-	-	-	-	-
Accommodations/Food	125	119	97	100	112	\$14,793	\$284
Other Services	18	18	17	19	18	\$24,294	\$467
Unclassified	2	5	3	5	4	\$58,921	\$1,133

TABLE 18. COVERED EMPLOYMENT BY SECTOR, 2015							
	Employment					Wages	
	March	June	Sept.	Dec.	Average	Annual	Weekly
Federal Government Municipality Total	6	6	6	6	6	\$52,291	\$1,006
State Government Municipality Total	-	-	-	-	-	-	-
Local Government Municipality Total	379	395	423	450	383	\$58,663	\$1,128
Local Government Education Total	241	248	278	300	242	\$62,416	\$1,200
Total Covered Employment	3,678	3,744	4,439	6,858	4,394		
<i>Source: New Jersey Department of Labor, Division of Planning and Research, Office of Demographic and Economic Analysis, NJ Covered Employment Trends.</i>							

As Table 19, Journey to Work, 2011-2015 below shows, workers from Florence Township are more likely to drive to work (85.3% vs 83.1% and 71.9%, respectively) and less likely to carpool (6.8% vs. 7.3% and 8.1%) than workers across the State or County. Township workers are slightly more likely to take mass transit than the County as a whole, but much less likely than the State as a whole. Additionally, 2.0% of workers work from home, and 0.7% walk to work.

TABLE 19. JOURNEY TO WORK, 2011-2015			
Mode	Florence Township	Burlington County	New Jersey
Drive Alone	85.3%	83.1%	71.9%
Carpool	6.8%	7.3%	8.1%
Transit	4.6%	3.5%	11.1%
Walk	0.7%	1.5%	3.1%
Work at Home	2.0%	3.6%	4.0%
Other	0.7%	1.0%	1.9%
<i>Source: 2011-2015 American Community Survey: Selected Economic Characteristics (DP03)</i>			

Over 60 percent of the Township's households own two or more personal vehicles. Additionally, 6.9% of households in Florence Township own no vehicle, which is maybe an indicator of lower income households. See Table 20, Available Vehicles by Household, 2011-2015.

TABLE 20. AVAILABLE VEHICLES BY HOUSEHOLD, 2011-2015		
Vehicles	Count	Percent
None	347	6.9%
One	1,482	29.5%
Two	2,101	41.9%
Three +	1,089	21.7%
Total	5,019	100%
<i>Source: 2011-2015 American Community Survey: Selected Housing Characteristics (DP04)</i>		

As shown in Table 21, Top Ten Commuting Destinations for Florence Township Residents below, Florence Township is the most common place of employment for employed residents of Florence Township, with 308 (4.8%) remaining in their home town for their primary jobs. Philadelphia is the second most common destination, with 299 (4.7%) residents traveling there for their primary jobs. The remaining eight of the top ten municipalities employs 17.5% of the Township's employed residents throughout Mercer and Burlington County and New York City.

TABLE 21. TOP TEN COMMUTING DESTINATIONS FOR UNION RESIDENTS, 2015		
Destination	Jobs	Percent
Florence Township Township	308	4.8%
Philadelphia City, PA	299	4.7%
Trenton City	246	3.9%
Roebing	116	1.8%
Burlington City	110	1.7%
Princeton	76	1.2%
Bordentown	69	1.1%
Moorestown-Lenola	67	1.1%

New York City, NY	63	1.0%
Hamilton Square	54	0.8%
All Other Locations	4,955	77.9%
<i>Source: US Census and Center for Economic Studies. Longitudinal Employer-Household Dynamics, 2015</i>		

POPULATION PROJECTIONS

The Delaware Valley Regional Planning Commission (DVRPC), the Metropolitan Planning Organization (MPO) that addresses Florence Township as well as the remainder of Burlington County, published population and employment projections for the year 2040. The DVRPC projects that the Township's and County's population and employment will increase by 24.8% and 41.8%, respectively, from 2010 to 2040. As Table 22. Population, Household, and Employment Projections, 2010 to 2040 shows, the Township's projected population and employment growth rate are much higher than the County figures.

TABLE 22. POPULATION, HOUSEHOLD, AND EMPLOYMENT PROJECTIONS, 2010 to 2040						
	Florence Township			Burlington County		
	2010	2040	% Change	2010	2040	% Change
Population	12,109	15,112	24.8%	448,734	494,732	10.3%
Employment	2,935	4,163	41.8%	217,229	239,414	10.2%
<i>Sources: DVRPC Regional, County, and Municipal Population Forecasts, 2010-2040. ADR 18-A, March 2013; DVRPC Regional, County, and Municipal Employment Forecasts, 2010-2040. ADR 19, January 2013</i>						

The Fair Housing Act requires that Housing Plans include a 10-year projection of new housing units based on the number of building permits, development applications approved, and probable developments, as well as other indicators deemed appropriate (N.J.S.A. 52:27D-310.b). Annual building permit issuance for residential new construction in Florence Township during the years 2000 through 2016 averaged approximately 24 units/year.

If this rate were to remain relatively constant, Florence Township would see approximately 204 new dwellings by the year 2025. Factors such as economic cycles, zoning, environmental constraints, and physical obstacles to development may result in a lower or higher actual number. Table 23. Housing Projections, provides an estimate of anticipated residential growth based on the extrapolation of prior housing activity into the future.

As set forth in the Township's Housing Element and Fair Share Plan future housing activity may include new housing units from the Route 130/Hornberger Site (79 units), Weiss site (240 units) and Quaker/CIS site (80) for a total of 399 housing units that may or may not all be absorbed between the present date and 2025.

TABLE 23. HOUSING PROJECTIONS TO 2025	
Year	Building Permits Issued
2000	110
2001	75
2002	11
2003	10
2004	102
2005	135
2006	49
2007	35
2008	74
2009	74
2010	61
2011	27
2012	23
2013	29
2014	19
2015	21
2016	2
Total 2000 to 2016	414
17-Year Average	24
8.5-Year Projection (January 2017 to July 2025)	207
Source: NJDCA Construction Reporter, Building Permits, Yearly Summary Data, Housing Units Authorized by Building Permit for New Construction.	

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EXHIBIT B

Settlement Agreements: Fair Share Housing Center

**TOWNSHIP OF FLORENCE
COUNTY OF BURLINGTON
RESOLUTION 2016-259**

**Resolution Authorizing the Township to Enter into a Settlement Agreement
with Fair Share Housing Center**

WHEREAS, the New Jersey Supreme Court, in litigation entitled “In the Matter of the Application of the Township of Florence” having the Docket No. BUR-L-1605-15 pursuant to the New Jersey Supreme Court’s March 10, 2105 decision, “In Re Adoption of N.J.A.C. 5:96 and 5:97 by the New Jersey Council on Affordable Housing, 221 N.J. 1 (2015) (hereinafter “In Re COAH”) required that each municipality, “must, by its land use regulations, make realistically possible the opportunity for an appropriate variety and choice of housing for all categories of people who may desire to live there, of course including those of low and moderate income” and “that this constitutional obligation requires that towns must provide “a realistic opportunity for the construction of [their] fair share of the present and prospective regional need for low and moderate income housing;” and

WHEREAS, the Court’s decision in In Re COAH accordingly provided for a mechanism for municipalities to seek a declaratory judgment that they have complied with the Fair Housing Act (the “Act”) and Council of Affordable Housing (“COAH”) requirements as articulated by the Mount Laurel Doctrine as well as seek a Judgment of Compliance and Repose for Third Round obligations imposed under the Act; and

WHEREAS, In Re COAH established a judicial process to determine municipal affordable housing obligation and for municipalities to obtain review and approval of their housing plans which address that obligation; and

WHEREAS, pursuant to that decision, on July 2, 2015, the Township filed a declaratory judgment action under the Docket No. BUR-L-1605-15, pursuant to the procedures established by the Supreme Court, entitled “In the Matter of the Application of the Township of Florence” and

WHEREAS, the Superior Court, Burlington County conducted mediation through Special Master Elizabeth McKenzie, PP, AICP, between the Township and the Fair Share Housing Center, which resulted in a settlement having been negotiated between the parties which determines the Township’s constitutional obligation for the its Third Round Housing obligation (1999-2025) to be 378 units; and

WHEREAS, the settlement reflects an agreement that is a fair and equitable resolution to the pending litigation, and a recommendation has been made to the Township Council to authorize settlement; and

WHEREAS, the Council of the Township of Florence is desirous to authorize a settlement with the Fair Share Housing Center in connection with the pending litigation matter;

NOW, THEREFORE, BE IT RESOLVED, that the Council of the Township of Florence, in the County of Burlington, New Jersey that:

1. The Mayor and Township staff, on behalf of the governing body, are authorized to execute the Settlement Agreement on behalf of the Township of Florence attached hereto as "Exhibit A" and take any and all additional steps necessary and legally required to enter into a Settlement Agreement with the Fair Share Housing Center pursuant to the conditions set forth in this Resolution above.
2. The Settlement Agreement and this Resolution shall not be effective until such time as the Superior Court of New Jersey holds a Fairness/Compliance Hearing on this matter and the Court approves said Settlement Agreement and grants the Township a Judgment of Compliance and Repose.

I, JOY M. WEILER, CLERK of the Township of Florence, County of Burlington, State of New Jersey, do hereby certify that the foregoing is a true copy of the Resolution approved by Township Council at their December 21, 2016 meeting.



JOY M. WEILER, RMC/MMC
Township Clerk



RESOLUTION 2016-259
"SCHEDULE A"

Peter J. O'Connor, Esq.
Kevin D. Walsh, Esq.
Adam M. Gordon, Esq.
Laura Smith-Denker, Esq.
David T. Rommler, Esq.
Joshua D. Bowers, Esq.

November 10, 2016

Kelly Grant, Esq.
Capehart Scatchard
142 West State Street
Trenton, NJ 08608

**Re: In the Matter of the Application of Florence Township, County of
Burlington, Docket No. BUR-L-1605-15**

Dear Ms. Grant:

This letter memorializes the terms of an agreement reached between the Township of Florence (the "Township" or "Florence Township"), the declaratory judgment plaintiff, and Fair Share Housing Center (FSHC), a Supreme Court-designated interested party in this matter in accordance with In re N.J.A.C. 5:96 and 5:97, 221 N.J. 1, 30 (2015) (Mount Laurel IV) and, through this settlement, a defendant in this proceeding.

Background

Florence Township filed the above-captioned matter on July 8, 2015 seeking a declaration of its compliance with the Mount Laurel doctrine and Fair Housing Act of 1985, N.J.S.A. 53:27D-301 et seq. in accordance with In re N.J.A.C. 5:96 and 5:97, supra. FSHC, the special master Elizabeth C. McKenzie and the Township undertook the following actions and process:

1. Numerous telephone conferences were held between the Court and the Parties;
2. On October 16, 2015, the Court entered an Order of continued immunity and repose wherein the Township was directed by the Court to diligently pursue preparation and submission of a preliminary summary of its housing element and fair share plan that demonstrates the satisfaction of the Township's present need, Prior Round (1987-1999) and Third Round (1999-2025) fair share obligations in accordance with applicable law ("Township Draft Plan Summary");
3. The Court appointed Elizabeth C. McKenzie, PP, AICP, to serve as Special Master by way of Order entered on December 8, 2015;
4. By letter dated December 8 2015, the Township's Draft Plan Summary was submitted to the Court and FSHC on December 8, 2015, and the Draft Plan Summary

included the Township's proposed calculations of its affordable housing obligation for the Third Round (1999-2025), setting that obligation at 247 units. The Township's Draft Plan Summary was approved by the Governing Body on December 9, 2015;

5. By correspondence dated February 21, 2016, in response to the Township's motion, and opposition filed by the Intervenor Defendants, the Court Master recommended continued immunity;
6. Numerous communications between the Parties and upon notice to the Court, the Parties reached a framework for a settlement of this matter;
7. During a June 3, 2016 phone conference, the Parties and the Court Master, agreed to a process for the settlement, including this agreement and a fairness hearing;

Through that process, the Township and FSHC agreed to settle the litigation and to present that settlement to the trial court with jurisdiction over this matter to review, recognizing that the settlement of Mount Laurel litigation is favored because it avoids delays and the expense of trial and results more quickly in the construction of homes for lower-income households.

Settlement terms

The Township and FSHC hereby agree to the following terms:

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

Rehabilitation Share (per Kinsey Report ¹)	96
Prior Round Obligation (pursuant to N.J.A.C. 5:93)	114
Third Round (1999-2025) Prospective Need (per Kinsey Report, as adjusted through this settlement agreement)	378

4. The Township's efforts to meet its present need include the following: participation in Burlington County's Home Improvement Loan Program and Community Development Block Grant Program and implementation of a third round municipal rental rehabilitation

¹ David N. Kinsey, PhD, PP, FAICP, NEW JERSEY LOW AND MODERATE INCOME HOUSING OBLIGATIONS FOR 1999-2025 CALCULATED USING THE NJ COAH PRIOR ROUND (1987-1999) METHODOLOGY, April 16, 2015, revised July 2015.

program. The Township will adopt a Resolution of Intent to Bond as part of its revised third round housing plan. This is sufficient to satisfy the Township's present need obligation of 96 units.

5. As noted above, the Township has a Prior Round prospective need of 114 units, which the Township has fully met through the following completed compliance mechanisms:

Florence Township's Prior Round Compliance Mechanisms:	Credits	Bonuses	Total
114- Unit Prior Round			
<i>Regional Contribution Agreements - funds transferred</i>			
COAH-approved, First Round 103-unit RCA - Pemberton Twp., cap	57	0	57
<i>100% Affordable Developments - completed</i>			
Roebbing Arms - Multiple Sclerosis Assoc. - affordable family rentals	24	24	48
Roebbing Inn - BCCAP - affordable senior rentals	14	0	14
<i>Alternative Living Arrangements - completed</i>			
Transitional Housing, Inc. - affordable transitional units	5	5	10
Total	100	29	129
Surplus Towards Third Round			15

6. The Township has implemented or will implement the following mechanisms to address its Third Round prospective need of 378 units:

Florence Township Third Round Compliance Mechanisms: 378-Unit Third Round	Credits	Bonuses	Total
<i>Surplus Prior Round RCA credits</i>	46	0	46
<i>Surplus Credits from Prior Round (non-RCAs)</i>	15	0	15
<i>100% Affordable Developments - completed</i>			
Salt/Light, 300/320 Alden - affordable family rentals completed	2	2	4
Duffy/MEND - affordable senior rentals, 53 completed	53	0	53
<i>100% Affordable Developments - approved</i>			
Salt/Light, 111 Norman - affordable family rentals - approved	4	4	8
<i>100% Affordable Developments - proposed</i>			
Route 130/Hornberger - affordable family rentals	60	5	65
<i>Inclusionary Developments - completed</i>			
Atlantic/Legacy - affordable senior sales, 17 completed	17	0	17
Albax/McHugh Ct. - affordable family sale unit - completed	1	0	1
<i>Inclusionary Developments - under negotiations</i>			
Florence Station (Ready Pac) inclusionary redev. - affordable family rentals	50	50	100
<i>Inclusionary Developments - approved</i>			
Sassman inclusionary site - affordable family rentals	2	2	4
<i>Market to Affordable Program - COAH-approved waiver</i>			
220 Foundry - affordable family rentals - completed	6	6	12
Salt and Light - affordable family sale unit - approved	1	0	1
Salt and Light - affordable family rental unit (Tollgate) - approved	1	1	2
<i>Alternative Living Arrangements - completed, approved, proposed</i>			
Transitional Housing, Inc. - 4 of 9, balance - completed	4	4	8

Florence Township Third Round Compliance Mechanisms: 378-Unit Third Round	Credits	Bonuses	Total
Family Service/Twin Oaks – units/bedrooms – completed	9	9	18
Salt and Light – affordable transitional housing – completed	5	5	10
SERV group home – 440 W. 4 th – proposed/approved	4	4	8
Community Options group home – 330 E. 4 th – proposed/approved	3	3	6
TOTAL	283	95	378

7. The Township intends to provide a realistic opportunity for the development of affordable housing through the adoption of inclusionary zoning on the following sites:
 - Atlantic Legacy – completed
 - Albax – completed
 - Sassman - approved
 - Florence Station (Ready Pac) Railroad Avenue - proposed inclusionary site;

8. The Township will provide a realistic opportunity for the development of additional affordable housing that will be developed or created through means other than inclusionary zoning in the following ways:
 - 100% affordable developments
 - Alternative living arrangements (group homes,)
 - Market-to-affordable program

 - Salt and Light (111 Norman – 4 rental units) – approved – executed funding agreement with the Township;
 - Salt and Light (301 Norman – 1 family sale unit) – approved - executed funding agreement with the Township;
 - Community Options (330 East Fourth – 3-bedroom group home) - draft funding agreement with the Township for \$60,000
 - SERV (440 W. Fifth - 4-bedroom group home) - funding agreement with the Township to donate land
 - Route 130/Hornberger – Township to donate land, tax credit developer to seek 9% Low Income Housing Tax Credits and other outside funding sources.

In accordance with N.J.A.C. 5:93-5.5, the Township recognizes that it must provide evidence that the municipality has adequate and stable funding for any non-inclusionary affordable housing developments. The municipality is required to provide a pro forma of both total development costs and sources of funds and documentation of the funding available to the municipality and/or project sponsor, and any applications still pending. In the case where an application for outside funding is still pending, the municipality shall provide a stable alternative source, such as municipal bonding, in the event that the funding request is not approved. The Township meets this obligation as follows: Florence Township adopted a resolution of intent to bond as part of its COAH-certified 2008 housing element and fair share plan ("HE/FSP") and will update and adopt a revised resolution of intent to bond as part of its revised third round plan.

In accordance with N.J.A.C. 5:93-5.5, for non-inclusionary developments, a construction or implementation schedule, or timetable, shall be submitted for each step in the development process: including preparation of a site plan, granting of municipal approvals,

applications for State and Federal permits, selection of a contractor and construction. The schedule shall provide for construction to begin within two years of court approval of this settlement. The municipality shall indicate the entity responsible for undertaking and monitoring the construction and overall development activity. The Township will meet these obligations as will be included in the Township's final revised third round compliance plan.

Additionally, the Township agrees to establish a mandatory set-aside requirement of 20% if the affordable units will be for sale and 15% if the affordable units will be for rent, for any multi-family residential development created through any Planning Board action on subdivision or site plan applications; municipal rezoning; Zoning Board use or density variance; redevelopment plan or rehabilitation plan that provides a substantial density increase resulting in a minimum density at or above six (6) units per acre (or other compensatory benefit). **This does not give any developer the right to any such rezoning, variance or other relief, or establish any obligation on the part of Florence Township to grant such rezoning, variance or other relief.**

9. The Township agrees to require 13% of all units referenced in this plan, with the exception of units constructed as of July 1, 2008, and units subject to preliminary or final site plan approval, to be very low income units, with half of the very low income units being available to families. Although no more than 29 very-low income units are required (approximately 222 post-2008 units x 0.13 = 28.86), up to 40 very-low income units will be provided. The municipality will comply with those requirements as follows:
 - Salt and Light (111 Norman) – 1 very-low income family rental
 - 220 Foundry - 1 very-low income family rental
 - Florence Station (Ready Pac) - 7 very-low income family rentals
 - Route 130/Hornberger – 8 very-low income family rentals
 - Duffy (MEND) - 7 very-low income senior/special needs rentals
 - Salt and Light (300-320 Alden) - 5 very-low income special needs rentals
 - Twin Oaks/Family Service - 4 very-low income special needs rentals
 - Community Options - 3 very-low income special needs rentals
 - SERV - 4 very-low income special needs rentals
10. The Township shall meet its Third Round Prospective Need in accordance with the following standards as agreed to by the Parties and reflected in the table in paragraph 6 above:
 - a. Third Round bonuses will be applied in accordance with N.J.A.C. 5:93-5.15(d).
 - b. At least 50 percent of the units addressing the Third Round Prospective Need shall be affordable to very-low-income and low-income households with the remainder affordable to moderate-income households.
 - c. At least twenty-five percent of the Third Round Prospective Need shall be met through rental units, including at least half in rental units available to families.
 - d. At least half of the units addressing the Third Round Prospective Need in total must be available to families.

- e. The Township agrees to comply with an age-restricted cap of 25% and to not request a waiver of that requirement. This shall be understood to mean that in no circumstance may the municipality claim credit toward its fair share obligation for age-restricted units that exceed 25% of all units developed or planned to meet its cumulative prior round and third round fair share obligation minus previously approved RCAs.
11. The Township shall add to the list of community and regional organizations in its affirmative marketing plan, pursuant to N.J.A.C. 5:80-26.15(f)(5), the following entities: Fair Share Housing Center, the New Jersey State Conference of the NAACP, the Latino Action Network, and Southern Burlington County Branch of the NAACP, Willingboro NAACP, Moorestown Ecumenical Neighborhood Development (MEND), Lutheran Social Ministries (LSM), Burlington County Community Action Program (BCCAP). The Township shall, as part of its regional affirmative marketing strategies during its implementation of this plan, provide notice to those organizations of all available affordable housing units. The Township also agrees to require any other entities, including developers or persons or companies retained to do affirmative marketing, to comply with this paragraph.
12. All units shall include the required bedroom distribution, be governed by controls on affordability and affirmatively marketed in conformance with the Uniform Housing Affordability Controls, N.J.A.C. 5:80-26.1 et. seq. or any successor regulation, with the exception that in lieu of 10 percent of affordable units in rental projects being required to be at 35 percent of median income, 13 percent of affordable units in such projects shall be required to be at 30 percent of median income, and all other applicable law, provided that the Township shall require projects receiving nine percent Low Income Housing Tax Credits, a control period of not less than a 30 year compliance period plus a 15 year extended use period; all such units will receive one credit toward Prospective Need and may receive up to one bonus credit in accordance with the other terms of this Agreement. The Township as part of its HEFSP shall adopt and/or update appropriate implementing ordinances in conformance with standard ordinances and guidelines developed by COAH to ensure that this provision is satisfied.
13. All new construction units shall be adaptable in conformance with P.L.2005, c.350/N.J.S.A. 52:27D-311a and -311b and all other applicable law.
14. As an essential term of this settlement, within sixty (60) days of Court's approval of this Settlement Agreement, the Township shall introduce an ordinance providing for the amendment of the Township's Affordable Housing Ordinance and Zoning Ordinance to implement the terms of this settlement agreement and the zoning contemplated herein.
15. The parties agree that if a decision of a court of competent jurisdiction in Burlington County, or a determination by an administrative agency responsible for implementing the Fair Housing Act, or an action by the New Jersey Legislature, would result in a calculation of an obligation for the Township for the period 1999-2025 that would be lower by more than twenty (20%) percent than the total prospective Third Round need obligation established in this agreement, and if that calculation is memorialized in an unappealable final judgment, the Township may seek to amend the judgment in this matter to reduce its fair share obligation accordingly. Notwithstanding any such reduction, the Township shall be obligated to implement the fair share plan attached hereto, including by leaving in place any site specific zoning adopted or relied upon in connection with the Plan approved

pursuant to this settlement agreement; taking all steps necessary to support the development of any 100% affordable developments referenced herein; and otherwise fulfilling fully the fair share obligations as established herein. The reduction of the Township's obligation below that established in this agreement does not provide a basis for seeking leave to amend this agreement or seeking leave to amend an order or judgment pursuant to R. 4:50-1. If the Township prevails in reducing its prospective need for the Third Round, the Township may carry over any resulting extra credits to future rounds in conformance with the then-applicable law.

16. The Township has a COAH-certified and approved third round spending plan and will prepare a revised spending plan to be attached to its adopted HE/FSP. FSHC may comment on or object to this plan. The parties to this agreement agree that the expenditures of funds contemplated under the agreement constitute "commitment" for expenditure pursuant to N.J.S.A. 52:27D-329.2 and -329.3, with the four-year time period for expenditure designated pursuant to those provisions beginning to run with the entry of a final judgment approving this settlement in accordance with the provisions of In re Tp. Of Monroe, 442 N.J. Super. 565 (Law Div. 2015) (aff'd 442 N.J. Super. 563). On the first anniversary of the execution of this agreement, and every anniversary thereafter through the end of this agreement, the Township agrees to provide annual reporting of trust fund activity to the New Jersey Department of Community Affairs, Council on Affordable Housing, or Local Government Services, or other entity designated by the State of New Jersey, with a copy provided to Fair Share Housing Center and posted on the municipal website, using forms developed for this purpose by the New Jersey Department of Community Affairs, Council on Affordable Housing, or Local Government Services. The reporting shall include an accounting of all housing trust fund activity, including the source and amount of funds collected and the amount and purpose for which any funds have been expended.

The parties recognize that the expenditure of trust fund fees on administrative costs is capped at 20%.

17. On the first anniversary of the execution of this agreement, and every anniversary thereafter through the end of this agreement, the Township agrees to provide annual reporting of the status of all affordable housing activity within the municipality through posting on the municipal website with a copy of such posting provided to Fair Share Housing Center, using forms previously developed for this purpose by the Council on Affordable Housing or any other forms endorsed by the Special Master and FSHC.
18. The Fair Housing Act includes two provisions regarding action to be taken by the Township during the ten-year period of protection provided in this agreement. The Township agrees to comply with those provisions as follows:
 - a. For the midpoint realistic opportunity review due on July 1, 2020, as required pursuant to N.J.S.A. 52:27D-313, the Township will post on its municipal website, with a copy provided to Fair Share Housing Center, a status report as to its implementation of its Plan and an analysis of whether any unbuilt sites or unfulfilled mechanisms continue to present a realistic opportunity. Such posting shall invite any interested party to submit comments to the municipality, with a copy to Fair Share Housing Center, regarding whether any sites no longer present a realistic opportunity and should be replaced and whether any mechanisms to meet unmet

need should be revised or supplemented. Any interested party may by motion request a hearing before the court regarding these issues.

- b. For the review of very low income housing requirements required by N.J.S.A. 52:27D-329.1, within 30 days of the third anniversary of this agreement, and every third year thereafter, the Township will post on its municipal website, with a copy provided to Fair Share Housing Center, a status report as to its satisfaction of its very low income requirements, including the family very low income requirements referenced herein. Such posting shall invite any interested party to submit comments to the municipality and Fair Share Housing Center on the issue of whether the municipality has complied with its very low income housing obligation under the terms of this settlement.
19. FSHC is hereby deemed to have party status in this matter and to have intervened in this matter as a defendant without the need to file a motion to intervene or an answer or other pleading. The parties to this agreement agree to request the Court to enter an order declaring FSHC is an intervenor, but the absence of such an order shall not impact FSHC's rights.
 20. This settlement agreement must be approved by the Court following a fairness hearing as required by Morris Cty. Fair Hous. Council v. Boonton Twp., 197 N.J. Super. 359, 367-69 (Law Div. 1984), aff'd o.b., 209 N.J. Super. 108 (App. Div. 1986); East/West Venture v. Borough of Fort Lee, 286 N.J. Super. 311, 328-29 (App. Div. 1996). The Township shall present its planner as a witness at this hearing. FSHC agrees not to challenge the Township's Compliance Plan at the fairness hearing. In the event the Court approves this proposed settlement, the parties contemplate the municipality will receive "the judicial equivalent of substantive certification and accompanying protection as provided under the FHA," as addressed in the Supreme Court's decision in In re N.J.A.C. 5:96 & 5:97, 221 N.J. 1, 36 (2015). The "accompanying protection" shall remain in effect through July 1, 2025. If the settlement agreement is rejected by the Court at a fairness hearing it shall be null and void.
 21. If an appeal is filed of the Court's approval or rejection of the Settlement Agreement, the Parties agree to defend the Agreement on appeal, including in proceedings before the Superior Court, Appellate Division and New Jersey Supreme Court, and to continue to implement the terms of the Settlement Agreement if the Agreement is approved before the trial court unless and until an appeal of the trial court's approval is successful at which point, the Parties reserve their right to rescind any action taken in anticipation of the trial court's approval. All Parties shall have an obligation to fulfill the intent and purpose of this Agreement.
 22. This settlement agreement may be enforced through a motion to enforce litigant's rights or a separate action filed in Superior Court, Burlington County. A prevailing movant or plaintiff in such a motion or separate action shall be entitled to reasonable attorney's fees.
 23. 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.

24. This Agreement shall be governed by and construed by the laws of the State of New Jersey.
25. This Agreement may not be modified, amended or altered in any way except by a writing signed by each of the Parties.
26. This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which together shall constitute but one and the same Agreement.
27. The Parties acknowledge that each has entered into this Agreement on its own volition without coercion or duress after consulting with its counsel, that each party is the proper person and possess the authority to sign the Agreement, that this Agreement contains the entire understanding of the Parties and that there are no representations, warranties, covenants or undertakings other than those expressly set forth herein.
28. Each of the Parties hereto acknowledges that this Agreement was not drafted by any one of the Parties, but was drafted, negotiated and reviewed by all Parties and, therefore, the presumption of resolving ambiguities against the drafter shall not apply. Each of the Parties expressly represents to the other Parties that: (i) it has been represented by counsel in connection with negotiating the terms of this Agreement; and (ii) it has conferred due authority for execution of this Agreement upon the persons executing it.
29. Any and all Exhibits and Schedules annexed to this Agreement are hereby made a part of this Agreement by this reference thereto. Any and all Exhibits and Schedules now and/or in the future are hereby made or will be made a part of this Agreement with prior written approval of both Parties.
30. This Agreement constitutes the entire Agreement between the Parties hereto and supersedes all prior oral and written agreements between the Parties with respect to the subject matter hereof except as otherwise provided herein.
31. No member, official or employee of the Township shall have any direct or indirect interest in this Settlement Agreement, nor participate in any decision relating to the Agreement which is prohibited by law, absent the need to invoke the rule of necessity.
32. Anything herein contained to the contrary notwithstanding, the effective date of this Agreement shall be the date upon which all of the Parties hereto have executed and delivered this Agreement.
33. 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:

Kevin D. Walsh, Esq.
Fair Share Housing Center
510 Park Boulevard
Cherry Hill, NJ 08002

Phone: (856) 665-5444
Telecopier: (856) 663-8182
E-mail: kevinwalsh@fairsharehousing.org

TO THE TOWNSHIP:

Kelly Grant, Esq.
Capehart Scatchard
142 West State Street
Trenton, NJ 08608
Telecopier: 609-394-3470
Email: kgrant@capehart.com

Richard Brook, Township Administrator
Township of Florence
711 Broad Street
Florence, NJ 08518

Telecopier:
Email: rbrook@florence-nj.gov

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

Joy Weiler, Township Clerk
Township of Florence
711 Broad Street
Florence, NJ 08518

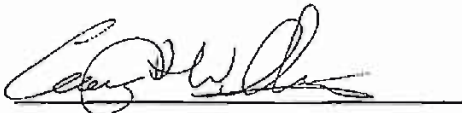
Please sign below if these terms are acceptable.

Sincerely,



Kevin D. Walsh, Esq.
Counsel for Intervenor/Interested Party
Fair Share Housing Center

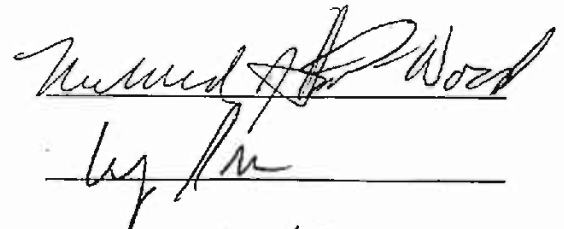
On behalf of the Township of Florence, with the authorization
of the governing body:



MAYOR

Dated: 11-14-16

On behalf of the Township of Florence,
with the authorization of the Planning
Board:



Dated: 11/22/16

A COMMUNITY WITH CHARACTER AT THE BEND IN THE RIVER

TOWNSHIP OF FLORENCE

November 8, 2017

Kevin D. Walsh, Esq.
Fair Share Housing Center
510 Park Avenue
Cherry Hill, NJ 08002

Re: In the Matter of the Township of Florence, Co. of Burlington, Docket No. BUR-L-1605-15

Dear Mr. Walsh:

This letter memorializes the terms of a modification to the November 10, 2016 settlement agreement ("Agreement") reached between the Township of Florence (the "Township" or "Florence Township"), the declaratory judgment plaintiff, and Fair Share Housing Center (FSHC), a Supreme Court-designated interested party in this matter in accordance with In re N.J.A.C. 5:96 and 5:97, 221 N.J. 1, 30 (2015) (Mount Laurel IV) and, through the settlement, a defendant in this proceeding. This letter modifies the Agreement pursuant to paragraph 25 of that Agreement, as follows:

A. The following paragraph is added to the Agreement:

The Third Round Prospective Need of 378 units shall be deemed to include the Gap Period Present Need, which is a measure of households formed from 1999-2015 that need affordable housing, that was recognized by the Supreme Court in In re Declaratory Judgment Actions Filed By Various Municipalities, 227 N.J. 508 (2017).

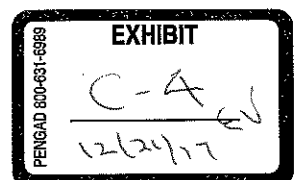
B. Paragraphs 5, 6, 7, 8, 9 and 14 of the Agreement are hereby replaced with the following new Paragraphs 5, 6, 7, 8, 9 and 14:

5. As noted above, the Township has a prior Round prospective need of 114 units, which the Township has fully met through the following completed compliance mechanisms:

FLORENCE TOWNSHIP MUNICIPAL COMPLEX
711 BROAD STREET
FLORENCE, NEW JERSEY 08518-2323
WWW.FLORENCE-NJ.GOV



(609) 499-2525 ADMINISTRATIVE OFFICES
(609) 499-2222 MUNICIPAL COURT
(609) 499-3131 POLICE DEPARTMENT
(609) 499-2130 CONSTRUCTION CODE OFFICIAL



Florence Township's Prior Round Compliance Mechanisms: 114- Unit Prior Round	Credits	Bonuses	Total
<i>Regional Contribution Agreements – funds transferred</i>			
COAH-approved, First Round 103-unit RCA - Pemberton Twp., cap	42	0	42
<i>100% Affordable Developments - completed</i>			
Roebbling Arms – Multiple Sclerosis Assoc. - affordable family rentals	24	24	48
Roebbling Inn – BCCAP – affordable senior rentals	14	0	14
<i>Alternative Living Arrangements - completed</i>			
Transitional Housing, Inc. – affordable transitional units	5	5	10
Total	85	29	114

6. The Township has implemented or will implement the following mechanisms to address its Third Round prospective need of 378 units:

Florence Township Third Round Compliance Mechanisms: 378-Unit Third Round	Credits	Bonuses	Total
<i>Surplus Prior Round RCA credits</i>	61	0	61
<i>100% Affordable Developments – completed</i>			
Salt/Light, 300/320 Alden – affordable family rentals completed	2	2	4
Duffy/MEND - affordable senior rentals, 53 completed	53	0	53
<i>100% Affordable Developments – proposed</i>			
Route 130/Hornberger – affordable family rentals	69	14	83
<i>Inclusionary Developments – completed</i>			
Atlantic/Legacy – affordable senior sales, 17 completed	17	0	17
Albax/McHugh Ct. – affordable family sale unit – completed	1	0	1
<i>Inclusionary Developments – developer's agreement</i>			
Weiss inclusionary dev. - affordable family rentals	36	36	72
<i>Inclusionary Developments – approved</i>			
Sassman inclusionary site – affordable family rentals	2	2	4
<i>Market to Affordable Program – COAH-approved waiver</i>			
220 Foundry – affordable family rentals – completed	6	6	12
Salt and Light – affordable family sale unit 301 Norman – approved	1	0	1
Salt and Light – affordable family rental units – agreement, 2 completed (13-1 Tollgate, 25-5 Tollgate)	10	10	20
<i>Alternative Living Arrangements – completed, approved, proposed</i>			
Transitional Housing, Inc. 340 Alden – 4 of 9, balance - completed	4	4	8
Family Service/Twin Oaks – units/bedrooms - completed	9	9	18
Salt and Light – aff. transitional hsg– 300/320 Alden completed	5	5	10
SERV group home – 440 W. 4 th – proposed/approved	4	4	8
Community Options group home – 330 E. 4 th - completed	3	3	6
TOTAL	283	95	378

7. The Township intends to provide a realistic opportunity for the development of affordable housing through the adoption of inclusionary zoning on the following sites:
 - Atlantic Legacy – completed
 - Albax – completed
 - Sassman - approved
 - Weiss - proposed mixed-use inclusionary site;
8. The Township will provide a realistic opportunity for the development of additional affordable housing that will be developed or created through means other than inclusionary zoning in the following ways:
 - 100% affordable developments
 - Alternative living arrangements (group homes,)
 - Market-to-affordable program
 - Salt and Light (10-unit market-to-affordable) 2 completed family rental units – approved – executed funding agreement with the Township;
 - Salt and Light (301 Norman – 1 family sale unit) – approved - executed funding agreement with the Township;
 - Community Options (330 East Fourth – 3-bedroom group home) - funding agreement with the Township for \$60,000, completed;
 - SERV (440 W. Fifth - 4-bedroom group home) - funding agreement with the Township to donate land;
 - Route 130/Hornberger – Township to donate land, tax credit developer to seek 9% Low Income Housing Tax Credits and other outside funding sources.

In accordance with N.J.A.C. 5:93-5.5, the Township recognizes that it must provide evidence that the municipality has adequate and stable funding for any non-inclusionary affordable housing developments. The municipality is required to provide a pro forma of both total development costs and sources of funds and documentation of the funding available to the municipality and/or project sponsor, and any applications still pending. In the case where an application for outside funding is still pending, the municipality shall provide a stable alternative source, such as municipal bonding, in the event that the funding request is not approved. The Township meets this obligation as follows: Florence Township adopted a resolution of intent to bond as part of its COAH-certified 2008 housing element and fair share plan ("HE/FSP") and will update and adopt a revised resolution of intent to bond as part of its revised third round plan.

In accordance with N.J.A.C. 5:93-5.5, for non-inclusionary developments, a construction or implementation schedule, or timetable, shall be submitted for each step in the development process: including preparation of a site plan, granting of municipal approvals, applications for State and Federal permits, selection of a contractor and construction. The schedule shall provide for construction to begin within two years of court approval of this settlement. The municipality shall indicate the entity responsible for undertaking and monitoring the construction and overall development activity. The Township will meet these obligations as will be included in the Township's final revised third round compliance plan.

Additionally, the Township agrees to establish a mandatory set-aside requirement of 20% if the affordable units will be for sale and 15% if the affordable units will be for rent, for any multi-family residential development created through any Planning Board action on subdivision or site plan applications; municipal rezoning; Zoning Board use or density variance; redevelopment plan or rehabilitation plan that provides a substantial density increase resulting in a minimum density at or above six (6) units per acre (or other compensatory benefit). **This does not give any developer the right to any such rezoning, variance or other relief, or establish any obligation on the part of Florence Township to grant such rezoning, variance or other relief.**

9. The Township agrees to require 13% of all units referenced in this plan, with the exception of units constructed as of July 1, 2008, and units subject to preliminary or final site plan approval, to be very low income units, with half of the very low income units being available to families. Although no more than 29 very-low income units are required (approximately 222 post-2008 units x 0.13 = 28.86), up to 39 very-low income units will be provided. The municipality will comply with those requirements as follows:

- Salt and Light (10-unit market-to-affordable program) – 1 very-low income family rental
- 220 Foundry - 1 very-low income family rental
- Weiss - 5 very-low income family rentals
- Route 130/Hornberger – 9 very-low income family rentals
- Duffy (MEND) - 7 very-low income senior/special needs rentals
- Salt and Light (300-320 Alden) - 5 very-low income special needs rentals
- Twin Oaks/Family Service - 4 very-low income special needs rentals
- Community Options - 3 very-low income special needs rentals
- SERV - 4 very-low income special needs rentals

14. As an essential term of this settlement, within 120 days of Court's approval of this Settlement Agreement, the Township shall prepare and adopt an updated housing element and fair share plan consistent with this agreement and introduce an ordinance providing for the amendment of the Township's Affordable Housing Ordinance and Zoning Ordinance to implement the terms of this settlement agreement and the zoning contemplated herein.

C. Paragraph 12 of the Agreement is hereby replaced with the following new Paragraph 12:

12. All units shall include the required bedroom distribution, be governed by controls on affordability and affirmatively marketed in conformance with the Uniform Housing Affordability Controls ("UHAC"), N.J.A.C. 5:80-26.1 et. seq., or any successor regulation, with the exception that in lieu of 10 percent of affordable units in rental projects being required to be at 35 percent of median income, 13 percent of affordable units in such projects shall be required to be at 30 percent of median income, and all other applicable law. Projects receiving Federal Low Income Housing Tax Credit financing shall comply with the income and bedroom distribution requirements of UHAC subject to the foregoing modification, and the length of the affordability controls applicable to such projects shall be not less than a thirty (30) year compliance period plus a 15 year extended use period. The Township as part of its HEFSP shall adopt and/or update appropriate implementing ordinances in conformance with standard ordinances and guidelines developed by COAH to ensure that this provision is satisfied. Income limits for all units that are part of the Plan required by this Agreement and for which income

limits are not already established through a federal program exempted from the Uniform Housing Affordability Controls pursuant to N.J.A.C. 5:80-26.1 shall be updated by the Township annually within 30 days of the publication of determinations of median income by HUD as follows:

- a. Regional income limits shall be established for the region that the Township is located within (i.e. Region 4) based on the median income by household size, which shall be established by a regional weighted average of the uncapped Section 8 income limits published by HUD. To compute this regional income limit, the HUD determination of median county income for a family of four is multiplied by the estimated households within the county according to the most recent decennial Census. The resulting product for each county within the housing region is summed. The sum is divided by the estimated total households from the most recent decennial Census in the Township's housing region. This quotient represents the regional weighted average of median income for a household of four. The income limit for a moderate-income unit for a household of four shall be 80 percent of the regional weighted average median income for a family of four. The income limit for a low-income unit for a household of four shall be 50 percent of the HUD determination of the regional weighted average median income for a family of four. The income limit for a very low income unit for a household of four shall be 30 percent of the regional weighted average median income for a family of four. These income limits shall be adjusted by household size based on multipliers used by HUD to adjust median income by household size. In no event shall the income limits be less than those for the previous year.
- b. The income limits attached hereto as Exhibit A are the result of applying the percentages set forth in paragraph (a) above to HUD's determination of median income for FY 2017, and shall be utilized until the Township updates the income limits after HUD has published revised determinations of median income for the next fiscal year.
- c. The Regional Asset Limit used in determining an applicant's eligibility for affordable housing pursuant to N.J.A.C. 5:80-26.16(b)3 shall be calculated by the Township annually by taking the percentage increase of the income limits calculated pursuant to paragraph (a) above over the previous year's income limits, and applying the same percentage increase to the Regional Asset Limit from the prior year. In no event shall the Regional Asset Limit be less than that for the previous year.
- d. The parties agree to request the Court prior to or at the fairness hearing in this matter to enter an order implementing this paragraph of this Agreement.


D. The following paragraph is added to the Agreement:

The Township agrees to pay FSHC's attorneys fees and costs in the amount of \$2,500.00_____ within ten (10) days of the Court's approval of this Agreement following a Fairness Hearing.

All other terms of the Agreement other than those explicitly modified herein remain in effect.

Please sign below if the terms of this modification are acceptable.

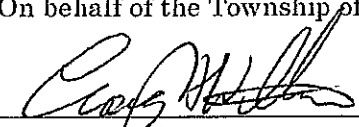
On behalf of Fair Share Housing Center


Kevin D. Walsh, Esq.

Counsel for Intervenor/Interested Party Fair Share Housing Center

Dated: 12/19/2017

On behalf of the Township of Florence, with the authorization of the governing body:


Craig H. Wilkie

Mayor, Florence Township

Dated: 11/8/17

EXHIBIT A: 2017 INCOME LIMITS

Prepared by Affordable Housing Professionals of New Jersey (AHPNJ) - August 2017

2017 AFFORDABLE HOUSING REGIONAL INCOME LIMITS BY HOUSEHOLD SIZE

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

		1 Person	*1.5 Person	2 Person	*3 Person	4 Person	*4.5 Person	5 Person	6 Person	7 Person	8+ Person	Max Increase Rents** Sales***		Regional Asset Limit****
Region 1 Bergen, Hudson, Passaic and Sussex	Median	\$60,271	\$64,576	\$68,882	\$77,492	\$86,102	\$89,546	\$92,990	\$99,878	\$106,766	\$113,655	1.7%	1.99%	\$166,493
	Moderate	\$48,217	\$51,661	\$55,105	\$61,993	\$68,882	\$71,637	\$74,392	\$79,903	\$85,413	\$90,924			
	Low	\$30,136	\$32,288	\$34,441	\$38,746	\$43,051	\$44,773	\$46,495	\$49,939	\$53,383	\$56,827			
	Very Low	\$18,081	\$19,373	\$20,664	\$23,248	\$25,831	\$26,864	\$27,897	\$29,963	\$32,030	\$34,096			
Region 2 Essex, Morris, Union and Warren	Median	\$65,953	\$70,663	\$75,374	\$84,796	\$94,218	\$97,987	\$101,755	\$109,293	\$116,830	\$124,368	1.7%	3.25%	\$180,756
	Moderate	\$52,762	\$56,531	\$60,299	\$67,837	\$75,374	\$78,389	\$81,404	\$87,434	\$93,464	\$99,494			
	Low	\$32,976	\$35,332	\$37,687	\$42,398	\$47,109	\$48,993	\$50,878	\$54,646	\$58,415	\$62,184			
	Very Low	\$19,786	\$21,199	\$22,612	\$25,439	\$28,265	\$29,396	\$30,527	\$32,788	\$35,049	\$37,310			
Region 3 Hunterdon, Middlesex and Somerset	Median	\$73,780	\$79,050	\$84,320	\$94,860	\$105,400	\$109,616	\$113,832	\$122,264	\$130,696	\$139,128	1.7%	0.38%	\$200,698
	Moderate	\$59,024	\$63,240	\$67,456	\$75,888	\$84,320	\$87,693	\$91,066	\$97,811	\$104,557	\$111,302			
	Low	\$36,890	\$39,525	\$42,160	\$47,430	\$52,700	\$54,808	\$56,916	\$61,132	\$65,348	\$69,564			
	Very Low	\$22,134	\$23,715	\$25,296	\$28,458	\$31,620	\$32,885	\$34,150	\$36,679	\$39,209	\$41,738			
Region 4 Mercer, Monmouth and Ocean	Median	\$66,022	\$70,738	\$75,454	\$84,885	\$94,317	\$98,090	\$101,862	\$109,408	\$116,953	\$124,498	1.7%	1.53%	\$177,413
	Moderate	\$52,817	\$56,590	\$60,363	\$67,908	\$75,454	\$78,472	\$81,490	\$87,526	\$93,562	\$99,599			
	Low	\$33,011	\$35,369	\$37,727	\$42,443	\$47,158	\$49,045	\$50,931	\$54,704	\$58,476	\$62,249			
	Very Low	\$19,807	\$21,221	\$22,636	\$25,466	\$28,295	\$29,427	\$30,559	\$32,822	\$35,086	\$37,349			
Region 5 Burlington, Camden and Gloucester	Median	\$58,240	\$62,400	\$66,560	\$74,880	\$83,200	\$86,528	\$89,856	\$96,512	\$103,168	\$109,824	1.7%	2.09%	\$154,194
	Moderate	\$46,592	\$49,920	\$53,248	\$59,904	\$66,560	\$69,222	\$71,885	\$77,210	\$82,534	\$87,859			
	Low	\$29,120	\$31,200	\$33,280	\$37,440	\$41,600	\$43,264	\$44,928	\$48,256	\$51,584	\$54,912			
	Very Low	\$17,472	\$18,720	\$19,968	\$22,464	\$24,960	\$25,958	\$26,957	\$28,954	\$30,950	\$32,947			
Region 6 Atlantic, Cape May, Cumberland, and Salem	Median	\$51,085	\$54,734	\$58,383	\$65,681	\$72,979	\$75,898	\$78,817	\$84,655	\$90,494	\$96,332	1.7%	0.00%	\$136,680
	Moderate	\$40,868	\$43,787	\$46,706	\$52,545	\$58,383	\$60,718	\$63,054	\$67,724	\$72,395	\$77,066			
	Low	\$25,543	\$27,367	\$29,192	\$32,840	\$36,489	\$37,949	\$39,409	\$42,328	\$45,247	\$48,166			
	Very Low	\$15,326	\$16,420	\$17,515	\$19,704	\$21,894	\$22,769	\$23,645	\$25,397	\$27,148	\$28,900			

Moderate income is between 80 and 50 percent of the median income. Low income is 50 percent or less of median income. Very low income is 30 percent or less of median income.

* These columns are for calculating the pricing for one, two and three bedroom sale and rental units as per N.J.A.C. 5:80-26.4(a).

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

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

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

**** The Regional Asset Limit is used in determining an applicant's eligibility for affordable housing pursuant to N.J.A.C. 5:80-26.16(b)3.

Note: Since the Regional Income Limits for Region 6 in 2016 were higher than the 2017 calculations, the 2016 income limits will remain in force for 2017. See N.J.A.C. 5:97-9.2(c).

EXHIBIT C

2017 Court Orders

FILED with the Court

SEP 14 2017

JOHN E. HARRINGTON, P.J.Cv.

CAPEHART SCATCHARD, P.A.
142 West State Street
Trenton, New Jersey 08608
Attorneys for the Plaintiff,
Township of Florence

By: Kelly A. Grant, Esq.
Attorney ID No: 026962010
(609)394-2400

IN THE MATTER OF THE APPLICATION
OF THE TOWNSHIP OF FLORENCE
COUNTY OF BURLINGTON

:
: SUPERIOR COURT OF NEW JERSEY
: LAW DIVISION
: DOCKET NO. BUR-L-1605-15
:
: Civil Action
: (Mount Laurel II)
:
: CASE MANAGEMENT ORDER
: NUMBER ONE
:

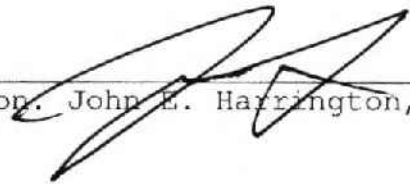
THIS MATTER having come before the Court for a case management conference on August 17, 2017 with Capehart Scatchard, P. A. (Kelly A. Grant, Esq. appearing) for the Plaintiff, Township of Florence, the Fair Share Housing Center (Kevin D. Walsh, Esq. appearing) Bisgaier Hoff, LLC (Richard J. Hoff, Jr., Esq. appearing) for the Intervenor Defendant Florence Associates, LLC) and the Court appointed Master, Elizabeth McKenzie, PP, AICP, and the Court having heard the arguments of counsel and the recommendations of the Court appointed Master, and for good cause shown:

IT IS, THEREFORE, on this 14 day of September 2017,

ORDERED that:

1. On or before November 10, 2017, counsel for the Township shall submit to the Court a copy of the amended settlement agreement with the Fair Share Housing Center and a copy of settlement agreement with Florence Associates, LLC. A proposed form of Notice regarding the fairness hearing and preliminary compliance determination shall be circulated in advance of November 10, 2017, and agreed upon by counsel and the Court-appointed Special Master so that the Notice may be published by November 10, 2017 with a 30-day comment deadline of December 11, 2017 at Noon. Counsel for the Township shall also submit a proposed form of Order on or before November 10, 2017.
2. On or before December 14, 2017, the Court-appointed Special Master shall issue a report regarding the fairness analysis of both agreements and the Township's application for preliminary compliance.
3. A preliminary compliance determination and fairness hearing is scheduled for December 21, 2017 at 10:00 a.m.
4. On or before April 16, 2018, counsel for the Township shall submit to the Court a proposed form of Notice regarding the final compliance hearing, which shall be circulated in advance of April 16, 2018, and agreed upon by counsel and the Court-appointed Special Master so that the Notice may be published by April 16, 2018. Counsel for the Township

- shall also submit a proposed form of Order on or before April 16, 2018 regarding the final compliance hearing.
5. The Court-appointed Special Master shall issue a report regarding the Township's final compliance plan on or before May 15, 2018.
 6. A final compliance hearing shall occur on May 23, 2018 at 10:00 a.m.
 7. Immunity from builder's remedy lawsuits shall extend until December 21, 2017.
 8. In lieu of resorting to motion practice, should an issue arise in this matter, counsel shall contact the Court and request that the Court convene a conference in an attempt resolve any issue in the first instance.
 9. A copy of this Order shall be served on all parties within seven (7) days from receipt from the Court.



Hon. John E. Harrington, P.J. Cv.

FILED with the Court

DEC 21 2017

JOHN E. HARRINGTON, P.J.Cv.

CAPEHART SCATCHARD

Kelly Grant, Esq.
142 West State Street
Trenton, New Jersey 08608
(609) 394-2400
Attorneys for Township of Florence

**IN THE MATTER OF THE
APPLICATION OF THE
TOWNSHIP OF FLORENCE**

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION
BURLINGTON COUNTY

DOCKET NO. BUR-L-1605-15

CIVIL ACTION (*MOUNT LAUREL*)

**ORDER APPROVING SETTLEMENT
AGREEMENTS AFTER FAIRNESS
HEARING**

THIS MATTER having been opened to the Court by Capehart Scatchard, Kelly Grant, Esq. appearing on behalf of Declaratory Plaintiff, Township of Florence ("Township") via Declaratory Judgment Complaint filed on July 8, 2015 seeking a determination that the Township has complied with its Third Round (1999-2025) Mount Laurel obligation, in accordance with the procedures set forth in In Re Adoption of N.J.A.C. 5:96 and 5:97 by the New Jersey Council on Affordable Housing, 221 NJ 1 (2015) ("Mount Laurel IV"); and the Court having granted the Township immunity from Mount Laurel lawsuits from the time of the filing of the Township's Declaratory Judgment action (hereinafter "DJ Action"); and the Court having appointed Elizabeth C. McKenzie, AICP, PP, as the Special Mount Laurel Master (hereinafter "Court Master"); and Fair Share Housing Center ("FSHC") having participated in the Township's DJ Action as an "interested party" and Weiss, a contract purchaser of property in the Township, having participated as an Intervenor (hereinafter "Weiss"); and Kelly Grant, Esq.

of Capehart Scatchard and Kevin D. Walsh, Esq. of FSHC and Richard Hoff, Esq., of Bisgaier Hoff having entered into mediation supervised by the Court Master to try to agree on the magnitude of the Township's third round fair share obligation and how the Township would comply with same; and the Township and FSHC having agreed upon a form of Settlement Agreement, which was subsequently amended; and the Township and Weiss having agreed upon a form of Settlement Agreement; and at this point in the process resulting from the Mount Laurel IV decision, it is appropriate for FSHC and the Township to have arrived at a settlement regarding the Township's third round present need and prospective need, instead of doing so through plenary adjudication of the third round need; and the Court having set a date of December 21, 2017 for a Fairness Hearing to entertain approval of both the settlement agreement as amended between the Township and FSHC and the settlement agreement between the Township and Weiss; and to determine whether said settlement agreements are fair, reasonable and adequately protect the interests of low- and moderate-income households; and to entertain approval of the Township's preliminary compliance efforts; and the Township having provided proper public and actual notice of the Fairness Hearing; and no objections to the settlement agreements having been received; and counsel for the Township having prepared an Affidavit of Public Notice to document that proper notice of the Fairness Hearing had been given; and the Court Master having submitted a report to the Court on December 14, 2017 regarding the proposed settlements between FSHC and the Township and between Weiss and the Township, and the Township's preliminary compliance efforts; and the Fairness Hearing having been held on December 21, 2017, and the Court having considered the testimony of Mary Beth Lonergan, PP, AICP, affordable housing planner for the Township, which summarized the Township's fair share obligations and the Township's preliminary compliance efforts; and the Court having

considered the recommendations of the Court Master as set forth in a letter report dated December __, 2017 and in oral testimony taken during the Fairness Hearing recommending that the Court approve the agreements and the Township's preliminary compliance efforts, as well as to the comments of counsel; and the Court having reviewed all of the documents submitted into evidence during the Fairness Hearing; and the Court being satisfied that the parties are entitled to the relief sought; and good cause having been shown;

IT IS HEREBY ORDERED ON THIS 21st day of December, 2017, as follows:

1. The Court finds and determines pursuant to the judicial standards prescribed by the Appellate Division in East/West Venture v. Bor. of Fort Lee, 289 N.J. Super. 311 (App. Div. 1996), and through analysis of the Township's Settlement Agreement with FSHC as amended and the Township's Settlement Agreement with Weiss, the Court Master's report, and on the basis of the testimony taken during a Fairness Hearing conducted on December 21, 2017; that the settlements between FSHC and the Township and Weiss and the Township are fair, reasonable and adequately protect the interest of low and moderate-income households, and the Court hereby approves both the Township's Settlement Agreement with FSHC as amended which includes the Township's preliminary compliance mechanisms and the Township's Settlement Agreement with Weiss.

2. Within 10 days of the entry of this order, the Township shall (a) prepare a Housing Element and Fair Share Plan, including a Spending Plan, reflecting all of the terms and conditions of the Township's Settlement Agreement with FSHC, along with any and all necessary supporting documents; (b) have the Housing Element and Fair Share Plan adopted by the Township Planning Board; (c) have the Housing Element and Fair Share Plan endorsed by the Township Governing Body; and (d) submit the Housing Element and Fair Share Plan, and all

required supplementary documentation, the Spending Plan, to the Court, the Court Master and interested parties for review and recommendation by the Court Master and for approval by the Court. Consistent with these terms, the Township shall adopt any ordinances that are necessary to provide for the amendment of the Township's Affordable Housing Ordinance and Zoning Ordinance in order to implement the terms of this settlement agreement and the zoning contemplated herein. Per its Order of September 14, 2017, the Court has scheduled a Compliance Hearing on May 23, 2018 for the Court to consider approval of the Township's Housing Element and Fair Share Plan, and the issuance of a Judgment of Compliance and Repose, which will provide the Township and its Planning Board with immunity from Mount Laurel lawsuits through July 1, 2025.

3. The Township agrees to comply with any recommended conditions set forth in the report issued by the Special Master and approved by the Court.

4. The temporary immunity from Mount Laurel lawsuits that is currently in place for the Township and its Planning Board will remain in place through May 23, 2018 or until such time as the Court holds the Township's Compliance Hearing, whichever is later.

5. As a result of the Settlement between the Township and FSHC, the Township's Third Round Rehabilitation Obligation is 96, the Township's Prior Round Obligation is 114 and the Township's Third Round Fair Share Obligation (gap and prospective need) is 378.

6. The Township has proposed to adopt a satisfactory plan to address its entire fair share obligation.

7. Counsel for the Township shall provide all counsel and the Court Master with a copy of this Order within seven (7) days of receipt.


HON. JOHN E. HARRINGTON, P.J. Cv.

ELIZABETH C. MCKENZIE, P.P., P.A.

REQUIRED ELEMENTS OF FINAL AFFORDABLE HOUSING COMPLIANCE PLAN
Township of Florence, Florence County
December 15, 2017

The Florence/FSHC Settlement Agreement includes a summary of the crediting allocations and proposals for meeting the Township's affordable housing fair share obligations that will be included in Florence's final adopted Housing Element and Fair Share Plan.

A Housing Element and Fair Share Plan will need to be prepared reflecting all of the terms of the Florence/FSHC Settlement Agreement (as well as those of the Florence/Weiss Settlement Agreement) and meeting all of the statutory requirements for such documents.

Once the amended Housing Element and Fair Share Plan has been prepared, it must be reviewed by FSHC, Weiss, and the Special Master for compliance with the terms of the executed Settlement Agreements, the Fair Housing Act and applicable UHAC regulations, and then the Housing Element and Fair Share Plan itself must be adopted by the Planning Board and the implementation components of the Fair Share Plan must be adopted by the governing body.

1. The Housing Element will also need to include:

a. Confirmation of the suitability of each un-built inclusionary residential site that is in the Plan as well as consideration of any site that was proposed for inclusionary residential development but rejected (and the reasons therefor);

b. An analysis of how the Housing Element and Fair Share Plan complies with or will comply with all of the terms of the executed Settlement Agreement; and

c. Documentation as to the income and bedroom distributions and continued creditworthiness of all existing affordable units in the Plan, including start dates and lengths of affordability controls applicable to these units and applicable Affordable Housing Agreements and/or deed restrictions.

ELIZABETH C. MCKENZIE, P.P., P.A.

2. The Fair Share Plan must include all of the adopted ordinances and resolutions needed to implement the Plan, including:

- a. All redevelopment plans and zoning amendments;
- b. An Affordable Housing Ordinance that includes, among other required regulations, its applicability to 100 percent affordable and tax credit projects, the monitoring and reporting requirements set forth in the FSHC Settlement Agreement, requirements regarding very low income housing and very low income affordability consistent with the Fair Housing Act and FSHC Settlement Agreement, provisions for calculating annual increases in income levels and sales prices and rent levels, and a clarification regarding the minimum length of the affordability controls (at least 30 years, until the municipality takes action to release the controls), and mandatory set aside requirements for unanticipated multi-family residential developments;
- c. An amended and updated Development Fee Ordinance that reflects the Court's jurisdiction;
- d. An amended Affirmative Marketing Plan adopted by Resolution that contains specific directives to be followed by the Administrative Agent in affirmatively marketing affordable housing units, with the COAH form appended to the Affirmative Marketing Plan, and with both documents specifically reflecting the direct notification requirements set forth in the FSHC Settlement Agreement;
- e. The documentation described in the body of the letter to which this list is attached regarding the Township's Rehabilitation Program;
- f. An updated and amended Spending Plan indicating how the Township intends to allocate funds to its various municipally sponsored programs, including its rehabilitation program, and detailing (in mini-manuals) how the Township proposes to expend funds for affordability assistance, especially those funds earmarked for very low income affordability assistance;
- g. A resolution of intent to fund any shortfall in the costs of municipally sponsored affordable housing programs, including by bonding if necessary;

ELIZABETH C. MCKENZIE, P.P., P.A.

h. Copies of the resolution and/or contract appointing the Administrative Agent and the ordinance creating the position of and resolution appointing the Municipal Affordable Housing Liaison; and

i. A resolution from the Planning Board adopting the Housing Element and Fair Share Plan, and, if a Final Judgment is sought before all of the implementing ordinances and resolutions can be adopted, a resolution of the governing body endorsing the Housing Element and Fair Share Plan.

3. Consistent with N.J.A.C. 5:93-5.5., the municipally-sponsored affordable housing programs (100 percent affordable, new market to affordable and any new group homes) will be required to be shovel-ready within two (2) years of the entry of an Order approving the fairness of the Settlement Agreements:

a. The Township will be required to submit, as part of its final Plan, the identity of the project sponsor, a pro forma of project costs and documentation of available funding to the municipality and/or project sponsor, including any pending applications for funding, and a commitment to provide a stable alternative source, such as municipal bonding, in the event that a pending application for funding is not approved; and

b. Additionally, a construction schedule or timetable must be submitted setting forth each step in the development process, including preparation and approval of a site plan, applications for State and Federal permits, selection of a contractor, and start of construction, such that construction can begin within two (2) years of the Court's approval of the FSHC Settlement Agreement.

I have recommended in the letter to which this list is attached that Florence Township be given a period of 120 days in which to comply with all of these requirements. Upon the Township's timely compliance with the foregoing, and subject to a favorable review and recommendation as to the final submission by FSHC and the Special Master, and its approval by the Court, I am confident that Florence will be entitled to receive a Final Judgment of Compliance and Repose through July 1, 2025.

EXHIBIT D

Burlington County Home Improvement Loan Program
Owner Occupied Rehabilitation

**OWNER OCCUPIED PROPERTIES
REHABILITATED IN FLORENCE TOWNSHIP
04/01/00 – 12/18/17 (Present)**

ADDRESS	DATE COMPLETED	TYPE OF LOAN	# of PERSONS	HUD INCOME LIMIT	COST OF WORK/LOAN AMOUNT	WORK COMPLETED
237 E. Fourth Street Roebling	10/19/00	Deferred	1	\$17,950 Very Low	\$20,000	Replacement windows through house, new kitchen cabinet, floor, countertop, paint kitchen, new gas range, paint interior, new bathroom, complete new roof, paint all exterior wood
625 Spruce Street Florence	11/30/00	Deferred	1	\$29,600 Low	\$19,980	Roof, new fascia, soffits, gutters, paint house ext. Install new windows throughout, new bathroom, paint bathroom, new heater, 4 basement windows
14 5 th Ave. Roebling	02/20/01	Deferred	1	\$20,250 Very Low	\$20,000	Electric certification, 2 nd floor handrail, new bathtub and fixtures, paint bathroom, repair and paint porch front, rebuild porch rear, rear concrete steps
1018 W. Fourth St. Roebling	02/20/02	Deferred	1	\$20,250 Very Low	\$20,000	Roof, siding, rear steps, porch ceiling, replace 2 basement windows, all replacement windows, kitchen, paint, new floor
2 Maple Ave. Florence	01/13/04	Deferred	1	\$23,850 Very Low	\$20,000	Roof, siding gutters, all ext. doors replaced, rebuild porch, new bathtub, paint bathroom, basement handrail, hot water heater discharge tub, bathroom vanity, paint main bedroom.
1010 W. Fifth Street, Florence	06/25/12	Deferred	3	\$44,493.75 Low	\$18,265	Windows; removal of drop ceilings and drywall installed; living room flooring; painting throughout; overhead lights removed and ceiling fans installed; doors; toilet, medicine cabinet; porch roof repair and replace; fix broken step; dryer vent; wiring and outlets in basement

Low Income = 80% of median

Very Low Income = 50% of median

EXHIBIT E

Urban County Cooperation Agreement with
Burlington County

Board of Chosen Freeholders
County of Burlington
New Jersey



Department of: COMMUNITY DEVELOPMENT

KAREN TROMMELEN
Division Head

Phone: (609) 265-5072
Fax: (609) 265-5500

Physical Address:

795 Woodlane Road
Westampton, NJ 08060

Mailing Address:

P.O. Box 6000
Mount Holly, NJ 08060

RECEIVED

JUN 12 2017

CLERK'S OFFICE
FLORENCE, NEW JERSEY

June 8, 2017

Joy M. Weiler, RMC, MMC
Florence Township
711 Broad St.
Florence, NJ 08518

RE: Urban County Cooperation Agreement with Burlington County
Community Development Block Grant and HOME Funded Programs
Years 2018-2020

Dear Ms. Weiler,

Enclosed please find Florence Township's copy of the fully executed Urban County Cooperation Agreement between the County of Burlington and Florence township. This agreement establishes the relationship for conducting Community Development and Housing activities for the program year beginning July 1, 2018 through June 30, 2020.

We will notify the US Department of Housing and Urban Development (HUD) of your decision to participate in Burlington County's Urban County and provide them with a copy of the executed Cooperation Agreement. By the end of September 2017, we anticipate receiving notification from HUD regarding the County's qualification as a Urban County entitled to receive Community Development Block Grant Program and HOME Investment Partnerships Program funds.

We appreciate your joining with the County along with the other municipalities to form our Urban County and we look forward to working together with you to carry out our housing objectives.

Sincerely,

Karen Trommelen, Division Director
Community Development and Housing

Cc: File

RESOLUTION NO. 2017-98
A RESOLUTION AUTHORIZING THE TOWNSHIP OF
FLORENCE TO EXECUTE AN AGREEMENT WITH BURLINGTON
COUNTY FOR COOPERATIVE PARTICIPATION IN THE
COMMUNITY DEVELOPMENT ACT OF 1974

BE IT RESOLVED AND ENACTED, by the Council of the Township of Florence, County of Burlington and State of New Jersey to authorize and Agreement with Burlington County for cooperative participation in the Community Development Act of 1974.

SECTION I. Certain federal funds are available to Burlington County under Title I of the Housing and Community Development Act of 1987. Public Law 93-383, as amended; and

SECTION II. It is necessary to establish a legal basis for the County and its people to benefit from this Program; and

SECTION III. An Agreement has been proposed under which the Township of Florence and the County of Burlington in cooperation with the other municipalities will establish an Interlocal Services Program pursuant to N.J.S.A. 40:8A-1 et seq., and

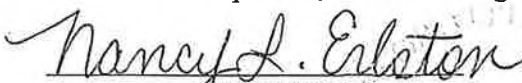
SECTION IV. It is in the best interest of the Township of Florence that the Agreement entitled "Agreement between the County of Burlington and certain municipalities located therein for the establishment of a cooperative means of conducting certain community development activities", a copy of which is on file at the Municipal Clerk's Office.

SECTION V. The Township of Florence shall enter into the Agreement with the County of Burlington mentioned with all supplements and agreements thereto. The Mayor and Clerk are hereby authorized and directed to execute the Agreement on behalf of the Township of Florence and affix thereunto the Official Seal

SECTION VI. All resolutions or parts of resolutions which are inconsistent are herewith repealed in the extent of their inconsistency.

SECTION VII. This Resolution shall take effect immediately after passage and publication as provided by law.

I, NANCY L. ERLSTON, Acting Clerk of the Township of Florence, County of Burlington, State of New Jersey, do hereby certify that the foregoing Resolution is a true copy of the Resolution approved by Township Council at their April 19, 2017 meeting.


NANCY L. ERLSTON
ACTING TOWNSHIP CLERK

Note: This Resolution renews the Agreement to continue participation in the Community Development Block Grant Program with Burlington County.

BURLINGTON COUNTY, NEW JERSEY
URBAN COUNTY COOPERATION agreement

FOR PROGRAM YEARS (FEDERAL FY) 2018-2020

THIS agreement is made by and between the BOARD OF CHOSEN FREEHOLDERS OF THE COUNTY OF BURLINGTON (hereafter the "Board" or "County") and the above-named Municipality to establish a cooperative relationship for the conduct of certain community development activities, and

MUNICIPAL PARTICIPANT ("Municipality"): Florence Township

WITNESSETH:

WHEREAS, Title II of the National Affordable Housing Act of 1992, commonly known as the Home Investment Partnerships ("HOME") Program, may make federal funds available to the County to expand the supply of decent and affordable housing; and

WHEREAS, the Housing and Community Development Act of 1974, as amended and supplemented (24 U.S.C. 93-383 et seq.) (the "Act"), provides that Community Development Block Grant ("CDBG") funds may be used for the support of activities that provide decent housing and suitable living environments and expanded economic opportunities principally for persons of low- and moderate-income and said funds may be made available to the County for the operation of CDBG Programs on satisfaction of certain criteria; and

WHEREAS, an urban county and constituent municipalities can ask the U.S. Department of Housing and Urban Development ("HUD") to approve the inclusion of the Municipality as part of the urban county for purposes of planning and implementing a joint community development and housing assistance program; and

WHEREAS, New Jersey law authorizes counties and municipalities to enter into agreements with each other and the Municipality wishes to participate with the County to implement programs for which these funds may be used; and

WHEREAS, the above-named Municipality and County wish to enter into a joint agreement for the above-reference period;

NOW, THEREFORE, the Board of Chosen Freeholders of Burlington County and Municipality hereby agree as follows:

1. Purpose. The purpose of this Agreement is to satisfy Federal criteria so that the Board may apply for, receive, and disburse federal funds available to eligible urban counties under the CDBG Program, and the HOME Program, and to carry out community development programs during the above-referenced federal fiscal years in cooperation with participating municipalities. Funds received pursuant to the CDBG and HOME Programs will be used to accomplish purposes authorized by the Acts (see CFR 24, Section 570.201 through 570.206 – CDBG and 24 CFR 92.205.213 - HOME). Nothing contained in this Agreement shall be interpreted as restricting the Municipality or other unit of local government of any power or other lawful authority it possesses, nor shall any municipality be deprived of any state or federal aid to which it might be entitled in its own right, except as it may apply pursuant to any provision of this Agreement.

2. COUNTY'S COVENANTS, AGREEMENTS AND RESPONSIBILITIES

2.1. Authorization. The Board is authorized, directed and appointed to undertake or assist in undertaking essential community development and housing assistance activities from CDBG funds and HOME Program funds it receives for the above-referenced Program Years. The Board shall have the final responsibility for selecting projects and filing required statements in accordance with the rules, regulations, executive orders and statutes adopted to implement the Act. The Municipality is hereby designated as a cooperative unit of general local government. The Board hereby agrees to cooperate with the Municipality to undertake or assist in undertaking, community renewal and lower income housing assistance activities, specifically urban renewal and publicly assisted housing.

2.2. Programs. The Board is hereby designated as the responsible unit of general local government to undertake activities that are eligible for funding. The Board shall be responsible for assuring the administration and effectuation of activities in accordance with all HUD requirements.

2.3. Receipt of Funds. The Board shall be the designated recipient of all federal funds. These funds shall be placed in a County trust fund, a separate bank account established and maintained in accordance with applicable laws.

2.4. Expenditure of Funds. On authorization by the Board, and in compliance with State law, the Board may expend funds from its trust fund to accomplish a project directly or by payment to the particular municipality pursuant to contract. No person or entity may expend or commit funds except as may be authorized pursuant to this Agreement. No participant under this Agreement shall be obligated to expend its own funds except as may be mutually agreed between the Board and the Municipality.

2.4.1. Ineligible use of Funds. County shall not fund activities in or in support of Municipality or other municipalities that do not affirmatively further fair housing within its own jurisdiction or impedes County actions to comply with its fair housing certification. Nothing herein shall prohibit a municipality from exercising its authority to comment on, challenge or support any land use related matter proposed by or on behalf of the County that may affect it in its reasonable judgment.

2.5. Distribution of Funds. CDBG funds received by the County pursuant to this Agreement shall be distributed to Municipality on a reimbursement basis. To request a distribution Municipality shall submit a written request for distribution that complies with all applicable HUD and County requirements. County will request funds from HUD no more than twice monthly, and shall distribute all funds received under this Agreement to Municipality promptly following their receipt. County's obligation under this Section shall be limited to funds actually received by HUD for requests that meet all HUD and County requirements. The County shall be obligated to fund no more than the amount that County has received and set aside for Municipality.

2.6. In no event shall County be obligated to distribute more funds to Municipality under this agreement than County receives during the three-year agreement period. If HUD does not award CDBG funds to County in a given year, County's obligation to distribute those funds to Municipality will be terminated. If the County loses its Urban County status through the imposition of HUD administrative sanctions or if the CDBG program or any successor program is eliminated by an act of Congress and major statutory changes are made to 24 U.S.C. 93-383 et seq., which authorizes the CDBG program, County is not obligated to provide CDBG funds to Municipality.

2.7. Administration of Program. Except for administration of those funds distributed directly to Municipality as set forth in Section 2.5, County shall have the responsibility of administering the CDBG program including, but not limited to, preparation of plans to be submitted to HUD, issuance of notices, requests for project submittals, evaluation administration and monitoring of projects not paid for solely with Municipal CDBG funds, tracking and receiving program income and reporting to HUD. Municipality

is, to the greatest extent permissible by law and regulations, responsible for compliance with federal and New Jersey State environmental laws and for all required noticing and documentation for projects funded under this agreement within its jurisdictional boundaries. Once any applicable noticing requirements have been met, Municipality shall submit to County all required documentation and supporting materials. On receipt and review of said documents by County, County shall be responsible for submitting Requests for Release of Funds to HUD and obtaining Authority to Use Grant Funds.

2.8. Administrative Fees. Except for that portion of administration fees that are part of the HUD Identified Municipal Entitlement which shall be paid to Municipality, the County may retain fees for the management of the CDBG Program subject to the percentage permitted by HUD regulations. The administrative fees assigned to Municipality as a part of the HUD Identified Municipality Entitlement shall be at a percentage not to exceed that allowed by HUD regulations. Only costs associated with the management and administration of the CDBG Program may be charged against CDBG administrative allocations.

2.9. County will be responsible for reports to be prepared as may be required by CDBG regulations, including but not limited to the Consolidated Plan, the Annual Action Plan, the Comprehensive Annual Performance Evaluation Report ("CAPER"), and Cash and Management Information System reports. County and Municipality will cooperate in the collection of, and will furnish any and all information required for, reports to be prepared as may be required by CDBG regulations.

2.10 Change in Law. In the event that Congress amends the Act in a manner that would prevent Municipality from being able to regain its status as a "Metropolitan Municipality," per section 42 USC 5302(a)(4)(a) of the Act, because Municipality relinquished its status as a Metropolitan Municipality for the purpose of assisting County in obtaining CDBG funds under this agreement, County agrees, as long as County receives CDBG funds, or similar funds from any successor program which receives an annual Congressional appropriation, that County will take all reasonable actions, including, but not limited to, entering into subsequent cooperation agreements, or similar agreements, with Municipality in order for Municipality to receive benefits for which it may be eligible.

3. MUNICIPALITY'S COVENANTS, AGREEMENTS AND RESPONSIBILITIES.

3.1. The Municipality agrees to cooperate to undertake, or assist in undertaking, community renewal and lower income housing assistance activities, specifically, urban renewal, and publicly assisted housing. The Municipality agrees to take the necessary actions, as determined by the County, to carry out a community development program and the approved Consolidated Plan and to fulfill all other applicable requirements of the CDBG and HOME programs. The Municipality further agrees to not obstruct implementation of the approved Consolidated Plan during the term of this Agreement and for such additional time as may be required for the expenditure of funds granted to the County for such period.

3.2. Municipality's use of CDBG Funds. The Municipality agrees that, pursuant to 24 CFR 570.501(b), it is subject to the same requirements applicable to subrecipients, including the requirements of a written agreement set forth in 24 CFR 570.503. It shall be responsible for compliance with the conditions for an award to it and implementation of funds allocated to Municipality pursuant to this Agreement.

3.3. Municipality may contract with other entities to perform CDBG-eligible activities. Municipality agrees any CDBG-eligible activities funded through this Agreement shall be confirmed with a written contract that contains the provisions specified in the CDBG Regulations at 24 CFR 570. In addition, any contract made between Municipality and another entity for the use of CDBG funds pursuant to this Agreement shall comply with all applicable CDBG rules, guidance and regulations. A copy of all executed contracts for CDBG funded activities shall be available to the County as program administrator.

3.4. The Municipality warrants that it has adopted and is enforcing a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and the Municipality has adopted a policy enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of non-violent civil rights demonstrations within its jurisdictions.

3.5. Municipality's Acknowledgements and Covenants. By executing this Agreement the Municipality acknowledges that

- it becomes ineligible to apply for grants under the Small Cities or State Community Development Block Grant Programs from appropriations for the fiscal years during the period in which it is participating in Burlington County's Community Development Block Grant Program.
- it may only participate in a HOME Program through Burlington County, regardless of whether the County receives a HOME formula allocation. Even if the County does not receive a HOME formula allocation, the Municipality cannot form a HOME consortium with other local governments.
- Urban county funding is prohibited in or in support of any municipality that does not affirmatively further fair housing within its own jurisdiction or that impedes the Board's action to comply with its obligations to affirmatively further fair housing.
- CDBG funds will be used for activities and/or projects prioritized by Municipality to alleviate its identified community needs eligible under the Act. Administration costs associated with the HUD identified Municipality entitlement CDBG funds will be used by Municipality as required to carry out administrative activities eligible under the Act.
- CDBG funding for activities in or in support of Municipality are prohibited if Municipality does not affirmatively further fair housing within its own jurisdiction or impedes County actions to comply with its fair housing certification, except to the extent Municipality is exercising its governmental authority to comment on, challenge or support any land use related matter proposed by or on behalf of County which may affect Municipality, in Municipality's reasonable judgment.
- it may not sell, trade, or otherwise transfer all or any portion of such funds to another such metropolitan city, urban county, unit of general local government, or Indian tribe, or insular area that directly or indirectly receives CDBG funds in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under Title I of the Act.
- it becomes ineligible to apply for grants under the ESG Program, regardless of whether the County receives an ESG formula allocation. This does not preclude the urban county or a unit of government participating with the urban county from applying to the State for ESG funds, if the state allows.

3.6. Municipal Cooperation. The Municipality will reasonably cooperate with County regarding this Agreement. As and when requested by County, the Municipality will furnish to the County any and all pertinent information which the Municipality may possess during the time of performance of County's duties under this Agreement

3.7. Reporting. Municipality shall prepare and submit a report to County on a monthly basis describing the activity, the work performed to date and whether the objective of the program has been achieved.

4. COVENANTS, AGREEMENTS AND RESPONSIBILITIES OF BOTH PARTIES

4.1. In compliance with Urban County Certification, the County and the Municipality agree to take all action necessary to assure compliance with the County's certification required by the Act and other applicable laws and regulations. Further, the County and the Municipality acknowledge that use of urban county funding is prohibited for activities in or in support of any cooperating unit of general or local government that does not affirmatively further fair housing within its own jurisdiction or that impedes the County's actions to comply with its fair housing certification.

- The County and the Municipality are obligated to take all actions necessary to assure compliance with the urban county's certification under section 104(b) of Title I of the Housing and Community Development Act of 1964, the Fair Housing Act, and affirmatively furthering fair housing.
- The County and the Municipality are obligated to comply with section 109 of Title I of the Housing and Community Development Act of 1973 and the Age Discrimination Act of 1975.
- The County and the Municipality are obligated to comply with any other applicable laws and regulations.

4.2. Compliance with Final Programs and Plans. County and Municipality shall comply in all respects with final Community Development plans and programs and the Consolidated Plan which are developed through mutual cooperation pursuant to the application requirements of the Act and its regulations and approved by HUD.

4.3. Grant Administration. The County shall be responsible for ensuring that funds are used in accordance with all program requirements as set forth in 24 CFR Part 570 and 24 CFR 92. Participating municipalities are subject to the same requirements as are applicable to sub-recipients, including the requirement to sign a written agreement, which shall contain the provisions as set forth in 24 CFR Part 570.503 and 24 CFR 92.504.

4.4. Compliance with Laws. The parties agree to comply with all applicable laws, ordinances and codes of the federal, state and local governments, including New Jersey's Local Government Ethics Law.

4.5. Cost of Program: Federal/Local Share. The cost of programs operated pursuant to this Agreement shall be met by federal funding pursuant to Title I of the Act. Federal assistance made available hereunder shall not be utilized to substantially reduce the amount of local financial support for community development activities below the level of such support prior to the availability of such assistance.

4.6. Disposition of Real Property. The provisions of this section set forth the standards that shall apply to real property acquired or improved in whole or in part using CDBG funds received by Municipality pursuant to this Agreement.

Prior to any modification or change in the use of said real property from the use or ownership planned at the time of its acquisition or improvements, Municipality shall notify County and obtain authorization for said modification or change.

Municipality shall reimburse County with non-CDBG funds in an amount equal to the current fair market value (less any portion thereof attributable to expenditures of non-CDBG funds) of property acquired or

improved with CDBG funds that is sold or transferred for a use that does not qualify under CDBG regulations.

This section does not apply to any property owned by Municipality prior to the date of this agreement.

4.7. Records. Municipality and County shall maintain, on a current basis, complete records, including but not limited to, contracts, loan documents, rehabilitation write-ups, final inspection reports, books of original entry, source documents supporting accounting transactions, eligibility and service records any of which may be applicable, a general ledger, personnel and payroll records, canceled checks and related documents and records to assure proper accounting of funds and performance of this agreement in accordance with CDBG regulations. To the extent permitted by law, County and Municipality will also permit access to all books, accounts or records of any kind for purposes of audit or investigation, in order to ascertain compliance with the provisions of this agreement. Records shall be maintained for the period of this agreement plus three years.

4.8. Other Agreements. County and Municipality will enter into a further written agreement that contains these minimum requirements. Prior to disbursing any CDBG funds to Municipality, County, shall execute said written agreement with Municipality. Said agreement shall remain in effect during any period that Municipality has control over CDBG funds, including program income.

5. CITIZEN ADVISORY COMMITTEE

5.1. There is hereby established a Community Advisory Committee. The Coordinator of the Burlington County Community Development Program shall act as Administrative Liaison Officer. He/she shall provide technical and administrative support to the Committee and act as liaison between the Committee and the Board.

5.2. Membership. The Committee shall consist of not less than 60 members, as follows:

Appointments by County Freeholder Director:

- County Office on Aging (1)
- County Health Department (1)
- Burlington County Planning Board (2)
- Workforce Investment Board (1)
- Local Unit Manager or Administrator (1)
- Labor Union (1)
- Housing Developer (1)
- Bank; Commercial Lender (1)
- Board of Social Services (1)
- Environmentalism (1)
- Realtor (1)
- Citizens-at-Large (5)

Appointments by Chief Executive Officer or governing body

- Municipality (maximum of 40)
- Burlington County Bridge Commission, Dept. of Economic Development & Regional Planning (1)
- Joint Base – McGuire-Dix-Lakehurst (1)
- Burlington County Community Action Program (1)

5.3. Meeting Schedule & Operation. The Committee shall meet promptly after its establishment and thereafter as often as it deems necessary. It shall establish rules of procedure deemed necessary to effectuate this Agreement.

5.4. Committees and Subcommittees. The Committee shall create an Executive Committee and such other sub-committees it deems necessary to perform its work. Only Committee members shall be eligible to serve on such sub-committees.

5.5. Quorum. A simple majority (not less than 51%) of the municipalities that have submitted applications for the year under consideration shall constitute a quorum.

5.6. Advisory Committee's Duties. The Committee shall

- study the community development needs of the participating municipalities
- plan for the prudent utilization of funds made available to the Board.
- recommend that the Board make application for federal funding, including funds for "urban counties".
- develop, in the manner prescribed herein, a Community Development Plan for Burlington County, to include a housing assistance program.
- recommend that the Board prepare such other documents and certifications of compliance required for its participation in the Community Development Block Grant Program and the Home Investment Partnerships Program.

5.7. Establishment of Priorities. After consultation with affected municipal and county governments, the Committee shall develop priorities for utilization of funds made available pursuant to the Board's application authorized herein. The Committee shall recommend the means for accomplishing each project or activity to be funded. Municipalities which disapprove of a proposed activity shall so advise the Board prior to the Board's submission of its application to HUD.

5.8. Each Municipality signing this Agreement shall be eligible to request to participate in the plan for expenditure of funds received by the Board pursuant to this Agreement, comment on the overall needs of the County to be served with these funds, and otherwise participate in Committee proceedings. No project may be undertaken or service provided in any municipality without the acknowledgment of that Municipality's governing body.

5.9. The Coordinator of the Community Development Program shall compile an annual report for the Committee. The Committee shall thereupon report its findings to the Board as may be required for submission to the Federal Government.

6. PLAN DEVELOPMENT & USE OF FUNDS

6.1. Preparation of CDBG Application. The County shall be responsible for preparing and submitting to HUD, pursuant to 24 CFR 91, all necessary applications and materials to obtain CDBG entitlement as an Urban County under the Act. This duty shall include complying with all applicable noticing requirements, the preparation and processing of County Housing, Community and Economic Development Needs Identification, Citizen Participation Plans, the County Consolidated Plan, and other CDBG related programs which satisfy the application requirements of the Act and all applicable regulations. The County agrees to include the Municipality's plan submitted in accordance with section 6.3.

6.2. Plan Contents. The plan shall include the following:

- Planning and Administration. Funds designated to pay for the costs incurred in the implementation of the rehabilitation loan program.
- Locally Determined Activities. Programs designed by the municipalities to improve conditions approved by the Community Development Office.
- County Determined Activities. Programs designed by the County to improve existing conditions within the municipalities, as needed, on a year-to-year basis, on approval of the Board.
- Cost Overrun Account. Funds set aside for use when needed, to be made available pursuant to program amendments during the year, in order to allow some flexibility in the above-described programs.

6.3. Municipal Plan. The Municipality shall assist the County by preparing a community development plan for the period of this Agreement which identifies community development and housing needs, and projects and programs for the Municipality and specifies both short and long-term Municipal objectives, consistent with requirements of the Act.

6.4. Public Hearings. On completion of grant applications the County Community Development Office shall hold at least two public hearings in accordance with HUD regulations and applicable state regulations.

6.5. Income Received by Municipality. Municipality shall report to the County on a semi-annual basis regarding any income generated by the expenditure of CDBG funds received by Municipality pursuant to this agreement. All such program income shall be retained by Municipality and shall be used only for eligible activities in accordance with all applicable CDBG requirements and regulations.

6.6. Income Received by County. All program income generated by the expenditure of CDBG funds that is retained by County shall be used by County for eligible activities in accordance with all applicable CDBG requirements and regulations.

6.7. Income from Real Property. Any income generated by Municipality or County from the disposition or transfer of real property prior to any close out or change of status shall be treated as program income.

6.8. County shall be responsible for monitoring and reporting to HUD on the use of any such program income. Municipality shall engage in appropriate record keeping and reporting to the County as required by the County for this purpose.

6.9. Disposition of Program Income. In the event of CDBG close-out or the change in status of Municipality under the CDBG program, any program income generated from CDBG funds paid to Municipality pursuant to this agreement that is unexpended on the date of such close out or change in status or that is received by Municipality shall be paid by Municipality to County. However, if Municipality resumes direct CDBG entitlement status Municipality may keep program income generated from CDBG funds or the disposition, sale or transfer of real property improved with CDBG funds paid to Municipality under this agreement; provided, that it uses that program income for a CDBG eligible purpose and such use is in accordance with CDBG regulations. Any income generated from the disposition or transfer of real property prior to any such close out or change of status shall be treated the same as program income.

6.10. Responsibility for use of Funds. The Municipality shall be responsible for the implementation of all CDBG funds allocated to Municipality under this Agreement. The County shall be responsible for

determining the final disposition and distribution of all funds it receives that are not distributed to municipalities including, but not limited to, the selection of the projects for which such funds shall be used. Municipality agrees that the County has the sole authority to redistribute all CDBG funds when eligible projects that have been selected for funding are not implemented in a timely manner as defined by HUD.

6.11. Modifications to Activities. In the event that modifications to a project activity shall become necessary, the Community Development Office may increase or decrease the funding therefor with the concurrence of HUD.

7. GENERAL TERMS AND CONDITIONS.

7.1. Insurance. Each party is responsible for securing and maintaining such insurance as is appropriate to cover its exposure hereunder, in whole or in part.

7.2. Every agreement made pursuant to this Agreement shall include standards of performance in accordance with the Act. Standards of performance shall comply with the requirements established by the CDBG Program and the HOME Program.

7.3. Duration of Contract. This Agreement shall be in effect for the above-referenced Federal Fiscal Years and for any additional period necessary to carry out activities that will be funded from annual CDBG appropriations and HOME Program appropriations for the above-referenced Federal Fiscal Years and from any program income generated from the expenditure of such funds, including such additional time as may be required for the expenditures of any such funds granted by the Board to the Municipality. Except as otherwise provided in this Agreement, the Board and the Municipality shall not terminate or withdraw from this Agreement.

7.4. Municipal Indemnification of County. Municipality shall indemnify, defend and hold harmless the County and its respective officers, employees, servants and agents from any liability, claims, losses, demands, and actions incurred by County as a result of the determination by HUD or its successor that activities under taken by Municipality under the program(s) fail to comply with any laws, regulations or policies applicable thereto or that any funds billed by and disbursed to Municipality under this Agreement were improperly expended.

7.5. County Indemnification of Municipality. County shall indemnify, defend and hold harmless Municipality and its respective officers, employees, servants and agents from any liability, claims, losses, demands, and actions incurred by Municipality as a result of the determination by HUD or its successor that activities under taken by County under the program(s) fail to comply with any laws, regulations or policies applicable thereto or that any funds billed by and disbursed to County under this agreement were improperly expended.

7.6. Maintenance of Records. All records kept in connection with programs funded pursuant to this Agreement shall conform to Federal requirements under Title I of the Act and applicable State laws and regulations. Records shall be available for review by the authorized representatives of any participating municipality and the County at a mutually agreed time.

7.7. Cooperation. Municipality agrees to cooperate with all other municipalities that sign comparable agreements with the Board and be bound as if all had signed the same Agreement.

7.8. Notices. Any notices, bills, invoices, or reports required by this Agreement shall be sufficient if sent by the parties in the United States mail, postage paid, to the address of the other party as indicated in this Agreement.

7.9. This Agreement shall replace and supersede all previous agreements between the parties.

7.10. Assignability. The Municipality may not assign or transfer any interest in this Agreement without the prior written approval of the County. Any purported assignment of any rights and obligations under this Agreement without the prior written consent of the County shall be a breach of this Agreement..

7.11. Construction and Enforceability. The existence, validity, construction and operation of this Agreement, and all its representations, terms and conditions, shall conform to the laws of the State of New Jersey. Throughout this Agreement, the use of singular and plural forms, or the various gender forms, shall each include the other as the context may indicate. If any provision of this Agreement is held, in whole or in part, to be unenforceable for any reason, the remainder of that provision and the entire Agreement will be severable and remain in effect.

7.12. Entire Agreement. This Agreement contains the entire agreement of the parties. No other agreement, statement or promise made on or before the date of this Agreement will be binding on the parties. No changes to this Agreement are valid unless they are made by written amendment duly executed by the parties.

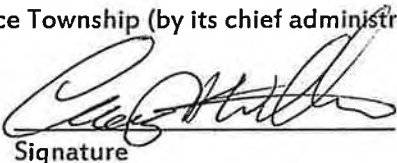
7.13. This agreement shall be effective for all purposes when this agreement and like agreements have been executed by County and Municipality, properly submitted to HUD, the grantor, by the designated deadline, and approved by HUD.

IN WITNESS WHEREOF, the parties hereto agree to be bound by this document and have caused this Agreement to be signed and sealed on the date as indicated.

MUNICIPALITY

Florence Township (by its chief administrative officer):

By:


Signature

April 19, 2017
Date

Attest:

Nancy L. Erlston
Signature

4-19-17
Date

CRAIG H. WILKIE
Typed/printed name of Signer

MAYOR
Signer's Title

NANCY L. ERLSTON
Attester's typed/printed name

ACTING TOWNSHIP CLERK
Attester's Title

BOARD OF CHOSEN FREEHOLDERS OF THE COUNTY OF BURLINGTON

By:


Eve Cullinan, County Administrator

6/2/2017
Date

EXHIBIT F

Local Rental Rehabilitation Manual and Resolution to
Appoint Rental Rehabilitation Administrator

RESOLUTION NO. 2018-114
RESOLUTION APPOINTING CGP&H AS THE ADMINISTRATIVE AGENT
OF THE TOWNSHIP'S RENTAL REHABILITATION PROGRAM AND
AUTHORIZING THE TOWNSHIP TO ENTER INTO A PROFESSIONAL
SERVICES AGREEMENT WITH CGP&H

WHEREAS, Florence Township, Burlington County filed a declaratory judgment action with the Superior Court of the State of New Jersey for a Judgment of Compliance and Repose of its revised Third Round Housing Element and Fair Share Plan finding that it is constitutionally compliant; and

WHEREAS, in an order of December 21, 2017, the Superior Court of the State of New Jersey approved the Township's preliminary compliance mechanisms as set forth in a Settlement Agreement with Fair Share Housing Center; and

WHEREAS, the plan to be approved by the Superior Court of the State of New Jersey at a future Compliance Hearing addresses the Township's Third Round Present Need obligation to rehabilitate a balance of 95 existing and deficient housing units within the Township which may be addressed through the implementation of a local renter-occupied housing rehabilitation program; and

WHEREAS, the Mayor and members of the Township Council of the Township of Florence have determined that the Township has a need for consulting services associated with the implementation of a local renter-occupied housing rehabilitation program.

NOW THEREFORE BE IT RESOLVED by the Mayor and members of the Township Council of the Township of Florence, County of Burlington, State of New Jersey that:

1. Community Grants, Planning & Housing ("CGP&H") is hereby appointed as the administrative agent of the Township's local renter-occupied housing rehabilitation program; and

2. The Township's Mayor is hereby authorized to enter into a professional services agreement with Community Grants, Planning & Housing for the administration of the local renter-occupied housing rehabilitation program.

I, **NANCY L. ERLSTON**, Clerk of the Township of Florence, County of Burlington, State of New Jersey do hereby certify that the foregoing resolution is a true copy of a resolution approved by the Township Council at a meeting held on May 2, 2018.



Nancy L. Erlston, RMC
Township Clerk

EXHIBIT G

BCCAP Agreement

**AFFORDABLE HOUSING AGREEMENT
BETWEEN
FLORENCE TOWNSHIP
AND
BURLINGTON COUNTY COMMUNITY ACTION PROGRAM, INC.**

THIS AGREEMENT is made on this 24th day of May, 2017 by and between the **TOWNSHIP OF FLORENCE**, a municipal corporation of the State of New Jersey, with offices at 711 Broad Street, Florence, New Jersey 08518 ("Township") and **BURLINGTON COUNTY COMMUNITY ACTION PROGRAM, INC.** a New Jersey non-profit corporation with offices at 718 Route 130 South, Burlington, New Jersey 08016 ("BCCAP").

WHEREAS, the New Jersey Fair Housing Act, N.J.S.A. 52:27D-301, et seq. requires each municipality in New Jersey to provide its fair share of affordable income housing; and

WHEREAS, on March 10, 2015, the Supreme Court issued a decision entitled In the Matter of the Adoption of N.J.A.C. 5:96 and 5:97 by the New Jersey Council on Affordable Housing, 221 N.J. 1 (2015), which directed trial courts to assume COAH's functions, to assure that each municipality has in place a plan to fulfill its obligation to provide affordable housing pursuant to COAH's rules and regulations, as described in N.J.A.C. 5:93 et seq.; and

WHEREAS, BCCAP is an experienced developer, operator and administrator of affordable senior rental housing with on-site supportive social services; and

WHEREAS, the Township wishes to enter into an agreement with BCCAP to enable it to meet its third round and future affordable housing obligations.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein the parties agree as follows:

1. PURPOSE OF AGREEMENT

The Township and BCCAP agree that the purpose of the Agreement is to enable the Township to satisfy its affordable housing obligation by providing financial assistance to BCCAP for the rehabilitation of fourteen (14) affordable senior rental housing units providing housing for low income individuals or households which will meet COAH's regulations N.J.A.C. 5:93 – 5.2 and the Uniform Housing Affordability Controls ("UHAC") standards defined in N.J.A.C. 5:80-26.1 et seq. In addition, by virtue of the Township's significant financial assistance, BCCAP agrees to extend the affordability controls on the affordable senior rental housing units. Extensions of affordability controls were specifically upheld by the NJ Supreme Court as a means to address a municipal fair share obligation and will meet COAH's regulations at N.J.A.C. 5:97-6.14 and UHAC at N.J.A.C. 5:80-26.1 et seq.

2. PROPERTY INCLUDED IN AGREEMENT

BCCAP owns the Roebling Inn, an existing fourteen (14)-unit senior affordable rental housing project: 32 Riverside Avenue (Block 137, Lot 1) in Florence Township, Burlington County. Hereinafter referred to as the "PROPERTY."

3. TOWNSHIP SUBSIDY

BCCAP has represented that it is seeking rehabilitation funding for the PROPERTY and seeks assurance from the Township that it will provide a subsidy in the amount not to exceed \$400,000 including professional historic preservation architecture fees for the rehabilitation of fourteen (14) affordable senior rental housing units and the extension of affordability controls towards the third round (rehabilitation) and fourth round (extensions of controls) fair share obligations. In addition to the \$400,000 municipal funding commitment, the Township will also use municipal affordable housing trust funds for any application and permit fees associated with the proposed rehabilitation for the PROPERTY which is described in Item 4. Each unit rehabilitated in the affordable senior rental project equals one rehabilitation credit pursuant to N.J.A.C. 5:93-5.2 which will provide fourteen (14) rehabilitation credits towards the third round and one credit per unit for the extension of controls pursuant to N.J.A.C. 5:97-6.14 which will provide fourteen (14) credits toward the fourth round. BCCAP currently operates and will continue to operate the PROPERTY as housing for low income seniors for no less than thirty years (360 months) from the expiration of the current affordability control period which ends December 7, 2032, thus, extending the controls to December 7, 2062. The Township will transfer the subsidy in accordance with Section 7 below. BCCAP represents that it will provide the Township Clerk with a copy of the required Declaration of Covenants, Conditions and Restrictions - Implementing Affordable Housing Controls once the document has been filed with Burlington County. The extended affordability controls will apply to fourteen (14) affordable senior rental housing units located at 32 Riverside Avenue.

4. REHABILITATION ACTIVITIES AND EXTENSIONS OF CONTROLS

BCCAP will be responsible for acting as development sponsor. BCCAP agrees to rehabilitate the PROPERTY through the implementation of a weatherization and load bearing structural upgrade program including the restoration and replacement of certain deteriorated conditions including the windows, the doors and storm doors and the structural elements (steps, decking and frame) of the porch in accordance with a proposed Rehabilitation Rental Manual to be adopted by the Township. The rehabilitation activities will also include new hot water tanks and the separation of gas utility services for each unit of which twelve (12) units are located in the main building and two (2) units are located in the separate carriage house building. All proposed rehabilitation exterior improvements shall be reviewed and approved by the Township Historic Preservation Commission. In addition, BCCAP will implement extended affordable housing controls on the PROPERTY through a Declaration of Covenants, Conditions and Restrictions which will be filed with the Burlington County Clerk.

5. PAYMENT IN LIEU OF TAXES/CONTRIBUTION (PILOT) TO FLORENCE TOWNSHIP

There is an existing Payment in Lieu of Taxes (PILOT) agreement between the Township and BCCAP. This agreement will modify the terms of the PILOT agreement as of December 7, 2032 in order to extend the PILOT in accordance with the Fair Housing Laws of the State of New Jersey for a period of thirty (30) years from the Effective Date of the 30-year extension of controls or December 7, 2032 for the PROPERTY. The PILOT will be set at an annual rate of 5.5 percent of annual gross revenue. BCCAP agrees to make payments yearly to the Township in accordance with the payment schedule in accordance with the existing PILOT agreement for a period of thirty (30) years under this Affordable Housing Agreement. Upon the expiration of this Agreement at the end

of the 30-year period, nothing contained in this Paragraph shall prevent BCCAP from applying for an extension of the PILOT for the PROPERTY pursuant to applicable law, unless the parties mutually execute an agreement that permits otherwise under the laws in force at that time.

6. SUPPORT SERVICES PLANNING ACTIVITIES

BCCAP will be responsible for planning and serving as lead provider of the support services. BCCAP will provide the Township with any requested updates related to supportive social services planning at the PROPERTY, and shall also be responsible for the preparation of the application to the New Jersey Department of Human Services, Division of Aging Services, and for any other funding source as necessary to meet the financial requirements for the services plan.

7. CONTINGENCIES

This Agreement is contingent upon: The Superior Court granting the Township a third round order of compliance and repose that includes fourteen (14) third round rehabilitation credits and fourteen (14) fourth round credits for the extension of affordability controls for the Property as a result of this Agreement. In the event that either party is unable to satisfy these contingencies, then either party may terminate this Agreement upon written notice as to either the rehabilitation work or the extensions of controls not approved by the Court at that time with ninety (90) days written notice. The Township will provide payment for the rehabilitation work in accordance with the Township's payment process which includes payment of invoices within two days after the Township Council approves the official bill list. The final payment for rehabilitation work will be held until the Township receives proof from BCCAP that the required Declaration of Covenants, Conditions and Restrictions - Implementing Extended Affordable Housing Controls have been filed with Burlington County.

8. COMPLIANCE WITH COAH'S RULES AND MAINTENANCE OF PROJECT

BCCAP agrees that all units shall be marketed, rented, occupied and maintained in strict compliance with COAH's rules and regulations, both present and future, including, but not limited to controls on affordability and affirmative marketing. Further, BCCAP shall assume responsibility for determining eligibility based upon income requirements and for the filing of all COAH and/or Court-required monitoring and reporting forms in a timely fashion in accordance with N.J.A.C. 5:93. BCCAP shall comply with all existing building, property maintenance and health codes and shall keep on file with the Township Clerk the name and address of the property manager and other contact information as may be required.

9. PROPERTY TAXES AND WATER & SEWER CHARGES

The Township and BCCAP agree that since the units noted above will be counted as COAH credits towards Florence Township's Affordable Housing Plan, BCCAP will make a yearly payment to the Township in lieu of paying full property taxes. This payment is done under the fair housing laws in the State of New Jersey. The payment in lieu of taxes shall be in accordance with the provisions of Paragraph 5 above.

Water and Sewer Charges are paid directly to Florence Township and shall continue in this

manner. The Township shall handle water and sewer charges in the same manner it does for all other customers of the utility.

10. DEFAULT

In the event that any party shall fail to perform any undertaking required to be performed by it pursuant to the terms of this Agreement, unless such obligation is waived in writing by the party or parties for whose benefit such obligation was intended, such failure to perform shall constitute an event of default under this Agreement. In the event of default, the non-defaulting party shall have available any and all rights and remedies that may be provided in law or in equity, including, but not limited to the right of specific performance and/or the right to bring a motion in aid of litigant's rights. Prior to such proceedings, there shall be an opportunity to cure said alleged default as follows: (i) the benefited party shall notify the defaulting party of such alleged default specifying the nature of the default, (ii) the defaulting party shall thereafter have thirty (30) business days to effect a cure; (iii) the benefitted party shall promptly notify the defaulting party of its acceptance of the proposed cure, or its alternative election to seek judicial remedies.

11. NOTICES

All notices required under this Agreement shall be in writing and shall be given by certified mail, return receipt requested, or by recognized overnight personal carriers with certified proof of receipt, and by duplicate facsimile transmission if under 25 pages. All notices shall be deemed received upon the date of delivery which is set forth in the mailing certifications by the mail or delivery services used, and all times for performance based upon such notices, shall be from the date set forth in such proof of delivery. The persons and entities to receive notice shall be as follows:

To Developer:

BCCAP, Inc.
Burlington County NJ
718 Route 130 South
Burlington, New Jersey 08016
Attn: Ruben Johnson, Executive Director
Telecopier No. 609-386-5800

With a copy to:

BCCAP, Inc.
Burlington County NJ
718 Route 130 South
Burlington, New Jersey 08016
Attn: Marcia Mayhand,
Director of Housing Services
Telecopier No. 609-386-5800

To the Township:

Richard A. Brook, Administrator
Florence Township Municipal Building
711 Broad Street
Florence, NJ 08518
Telecopier No. 609-499-1186

With a copy to:

Nancy L. Erlston, Acting Township Clerk
Florence Township Municipal Building
711 Broad Street
Florence, NJ 08518
Telecopier No. 609-499-1186

With a copy to:

Sandra A. Blacker, CFO
Florence Township Municipal Building
711 Broad Street
Florence, NJ 08518
Telecopier No. 609-499-1186

12. MISCELLANEOUS

Captions. Captions and titles to this Agreement are inserted for the purposes of convenience and reference only, and are in no way to be construed as limiting or modifying the scope and intent of the various purposes and provisions of this Agreement.

Cooperation. The parties expressly agree to cooperate with each other in order to effectuate and carry out the purposes of this Agreement to provide affordable housing to satisfy the Township's fair housing obligations. BCCAP further agrees to participate in any proceedings before the Court as the Superior Court may request.

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

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

Validity. In the event that one or more of the provisions of this Agreement shall be held to be invalid, unenforceable or void, the parties shall within thirty (30) days of such determination, attempt to restructure this Agreement consistent with its underlying intent. If the parties fail to resolve such a restructuring, then either party may terminate this Agreement.

Preparation. The parties acknowledge that this Agreement has been jointly prepared by the parties' attorneys. Therefore, this Agreement shall be construed on a parity among the parties and any presumption for resolving ambiguities against the drafter shall not apply.

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


IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year as set forth in this Agreement.

Attest:

TOWNSHIP OF FLORENCE
A Municipal Corporation of the State of
New Jersey

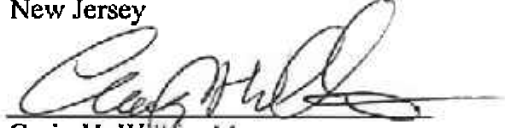
IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year as set forth in this Agreement.

Attest:


Nancy L. Erlston
Acting Township Clerk

TOWNSHIP OF FLORENCE
A Municipal Corporation of the State of
New Jersey

By:



Craig H. Wilkie, Mayor

Attest:


Odessa J. Johnson, Secretary

BCCAP, INC, a New Jersey Non-Profit
Corporation

By:


Ruben A. Johnson, Executive Direct



Burlington County Community Action Program

718 Route 130 South
Burlington, New Jersey 08016

• (609) 386-5800
• Facsimile (609) 386-7380

Dr. Ruben A. Johnson
Executive Director

May 25, 2017

Ms. Nancy L. Erlston
Acting Township Clerk
Florence Township Municipal Complex
711 Broad Street
Florence, NJ 08518-2323

RECEIVED

MAY 30 2017

CLERK'S OFFICE
FLORENCE, NEW JERSEY

Re: Affordable Housing Agreement Between Florence Township and BCCAP

Dear Ms. Erlston,

Enclosed please find two (2) executed originals of the Affordable Housing Agreement between Florence Township and BCCAP. We are looking forward to the continued partnership with Florence Township. We have retained a copy for our file as instructed.

If there are any further questions in reference to the above, please advise.

Very truly yours,



Dr. Ruben A. Johnson
Executive Director

Enclosures

LIVE UNITED



United Way
of Greater Philadelphia
and Southern New Jersey
in Burlington County

RESOLUTION NO. 2017-217

**AMEND AFFORDABLE HOUSING AGREEMENT
WITH BURLINGTON COUNTY COMMUNITY
ACTION PROGRAM, INC. (BCCAP) AND
COMMITMENT OF TOWNSHIP'S AFFORDABLE
HOUSING TRUST FUNDS IN ACCORDANCE
WITH P.L. 2008, c.46 (N.J.S.A. 52:27D-329.2)**

WHEREAS, on May 17, 2017 under Resolution No. 2017-118 the Township of Florence approved an Affordable Housing Agreement with Burlington County Community Action Program (BCCAP) involving the renovation of the Roebling Inn which is part of the township's Affordable Housing Program; and

WHEREAS, the Township of Florence has committed to working with Burlington County Community Action Program, Inc. ("BCCAP") to 1) rehabilitate the Roebling Inn which is an existing senior rental complex in the Township owned by BCCAP and to 2) extend affordability controls on these fourteen (14) affordable senior rental housing units; and

WHEREAS, the Township's Affordable Housing Plan and spending plan will reference the Township of Florence's commitment with BCCAP in order to receive third round rehabilitation credit and future fourth round credit (beyond 2025) for 30-year extensions of controls on the affordable senior rentals; and

WHEREAS, the Affordable Housing Agreement approved on May 17, 2017 involved: 1) the rehabilitation of fourteen (14) affordable senior rental units and 2) the extension of affordability controls on fourteen (14) affordable senior rental units at the Roebling Inn, 32 Riverside Avenue (Block 137, Lot 1); and

WHEREAS, the Township initially committed funding in the amount not to exceed \$400,000 to BCCAP from the Township's affordable housing trust fund, and

WHEREAS, the costs in order to completely address the work needed for a building of this historical significance will exceed the preliminary cost estimates and the committed funding amount is hereby amended to a not to exceed amount of \$480,000 for the entire project; and

WHEREAS, the Township Administrator and the Township Affordable Housing Planner previously reviewed and recommended approval of the Affordable Housing Agreement with BCCAP for the rehabilitation of and the extension of affordability controls on fourteen (14) affordable senior rental housing units; and


WHEREAS, it is in the best interests of the community to properly complete the building restoration work for the senior residents of the Roebling Inn and for compliance with the Township's Affordable Housing Plan; and

WHEREAS, this Resolution approves adjusting the not to exceed cap on the Affordable Housing Trust Fund reimbursement under the Agreement from \$400,000 to a not to exceed number of \$480,000; and

WHEREAS, this commitment of funds to BCCAP is necessary so that the Township can continue to provide affordable housing opportunities pursuant to its affordable housing program. The Township is approving this Resolution and authorizing the Township Solicitor to prepare an amendment to the Affordable Housing Agreement approved on May 17, 2017 solely for the purpose of adjusting the expenditure cap, and all other conditions and requirements of the Agreement shall remain unchanged and in force.

NOW, THEREFORE, BE IT RESOLVED, by the Council of the Township of Florence, County of Burlington, State of New Jersey that the Township of Florence hereby approves the amendment of the Affordable Housing Agreement with BCCAP, Inc. so that the overall reimbursement cap shall be adjusted from \$400,000 to \$480,000 and authorizes the execution of any and all documents related to the amended Affordable Housing Agreement.

I, **NANCY L. ERLSTON**, Clerk of the Township of Florence, County of Burlington, State of New Jersey, do hereby certify that the foregoing Resolution is a true copy of the Resolution approved by Township Council at their November 8, 2017 meeting.


NANCY L. ERLSTON
Township Clerk, RMC

Note: This Resolution amends the Affordable Housing Agreement with BCCAP as noted above.



Burlington County Community Action Program

718 Route 130 South
Burlington, New Jersey 08016

• (609) 386-5800
• Facsimile (609) 386-7380

DR. RUBEN A. JOHNSON
Executive Director

RECEIVED

NOV 30 2017

CLERK'S OFFICE
FLORENCE, NEW JERSEY

November 22, 2017

Ms. Nancy L. Erlston, RMC
Township Clerk
Florence Township Municipal Complex
711 Broad Street
Florence, NJ 08518-2323

Re: Amended Affordable Housing Agreement

Dear Ms. Erlston,

Enclosed please find one (1) executed original of the Amended Affordable Housing Agreement between Florence Township and BCCAP. We look forward to the continued partnership with Florence Township. We have retained a copy for our file as instructed.

If there are any further questions in reference to the above, please advise.

Very truly yours,

Dr. Ruben A. Johnson
Executive Director

sf

Enclosure

LIVE UNITED



United Way
of Greater Philadelphia
and Southern New Jersey

FIRST AMENDMENT TO AFFORDABLE HOUSING AGREEMENT

THIS FIRST AMENDMENT to the existing **AGREEMENT** is made on this 8th day of ~~NOVEMBER~~ 2017 by and between the **TOWNSHIP OF FLORENCE**, a municipal corporation of the State of New Jersey, with offices at 711 Broad Street, Florence, New Jersey 08518 ("Township") and **BURLINGTON COUNTY COMMUNITY ACTION PROGRAM, INC.** a New Jersey non-profit corporation with offices at 718 Route 130 South, Burlington, New Jersey 08016 ("BCCAP").

WHEREAS, the Township and BCCAP entered into an Affordable Housing Agreement to enable the Township to satisfy its affordable housing obligation by providing financial assistance to BCCAP for the rehabilitation of fourteen (14) affordable senior rental housing units for low income individuals or households which will meet COAH's regulations per N.J.A.C. 5:93 – 5.2 and for the extensions of controls per the Uniform Housing Affordability Controls ("UHAC") standards defined in N.J.A.C. 5:80-26.1 et seq.; and

WHEREAS, the Township and BCCAP desire to modify, as set forth herein, the amount of Township subsidy payable under the Agreement, given that the preliminary costs estimates for the building restoration work for the senior residents of the Roebling Inn exceeded the cost estimates provided for in the original agreement;

NOW, for good and valuable consideration, the Township and BCCAP agree as follows:

1. Section 3, entitled "Township Subsidy" will be replaced with the following language:

BCCAP has represented that it is seeking rehabilitation funding for the PROPERTY and seeks assurance from the Township that it will provide a subsidy in the amount not to exceed \$480,000 including professional historic preservation architecture fees for the rehabilitation of fourteen (14) affordable senior rental housing units and the extension of affordability controls towards the third round (rehabilitation) and fourth round (extensions of controls) fair share obligations. In addition to the \$480,000 municipal funding commitment, the Township will also use municipal affordable housing trust funds for any application and permit fees associated with the proposed rehabilitation for the PROPERTY which is described in Item 4. Each unit rehabilitated in the affordable senior rental project equals one rehabilitation credit pursuant to N.J.A.C. 5:93-5.2 which will provide fourteen (14) rehabilitation credits towards the third round and one credit per unit for the extension of controls pursuant to N.J.A.C. 5:97-6.14 which will provide fourteen (14) credits toward the fourth round. BCCAP currently operates and will continue to operate the PROPERTY as housing for low income seniors for no less than thirty years (360 months) from the expiration of the current affordability control period which ends December 7, 2032, thus, extending the controls to December 7, 2062. The Township will transfer the subsidy in accordance with Section 7 below. BCCAP represents that it will provide the Township Clerk with a copy of the required Declaration of Covenants, Conditions and Restrictions - Implementing Affordable Housing Controls once the document has been filed with

Burlington County. The extended affordability controls will apply to fourteen (14) affordable senior rental housing units located at 32 Riverside Avenue.

2. Other Terms and Conditions Remain. In the event of any inconsistencies between the Agreement and this Amendment, the terms of the Amendment shall control. Except as expressly set forth in this Amendment, the Agreement otherwise is unmodified and remains in full force and effect.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year as set forth in this Agreement.

Attest:

TOWNSHIP OF FLORENCE

A Municipal Corporation of the State of
New Jersey



Nancy L. Erlston, RMC

Township Clerk

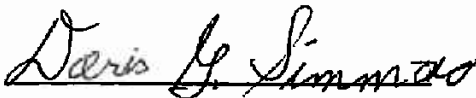
By:



Craig H. Wilkie, Mayor

Attest:

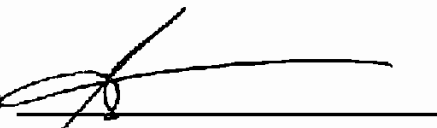
BCCAP, INC, a New Jersey Non-Profit
Corporation



~~Odessa J. Johnson~~, Secretary

DORIS G. SIMMONS

By:



Ruben A. Johnson, Executive Director

EXHIBIT H

RCA CFO Certification

TOWNSHIP OF FLORENCE

October 17, 2005

Ms. Mary Beth Lonergan, PP, AICP
Senior Associate
Clarke Caton Hintz
Station Place
400 Sullivan Way
Trenton, NJ 08628-3407

Re: COAH - RCA - Pemberton Township

Dear Ms. Lonergan:

This will confirm that Florence Township previously fully transferred funds to Pemberton Township for the RCA that was executed by the parties. The RCA was for 103 units.

Should there be any questions, please do not hesitate to contact me.

Very truly yours,



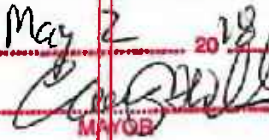
SANDRA A. BLACKER
Chief Financial Officer



EXHIBIT I

Fair Share Ordinance including
Township-wide Mandatory Set-Aside Ordinance

APPROVED

May 2 2018

MAYOR

**Ordinance No. 2018-14
Affordable Housing Ordinance
Township of Florence, Burlington County**

**AN ORDINANCE REPEALING AND REPLACING ARTICLES I AND II OF CHAPTER 33
"AFFORDABLE HOUSING" OF THE TOWNSHIP OF FLORENCE TO ADDRESS THE
REQUIREMENTS OF THE FAIR HOUSING ACT AND THE UNIFORM HOUSING
AFFORDABILITY CONTROLS (UHAC) REGARDING COMPLIANCE WITH THE
TOWNSHIP'S AFFORDABLE HOUSING OBLIGATIONS**

BE IT ORDAINED by the Council of the Township of Florence, Burlington County, New Jersey, that the Code of the Township of Florence is hereby amended to include provisions addressing Florence Township's constitutional obligation to provide for its fair share of low- and moderate-income housing, as directed by the Superior Court and consistent with N.J.A.C. 5:93-1, et seq., as amended and supplemented, N.J.A.C. 5:80-26.1, et seq., as amended and supplemented, and the New Jersey Fair Housing Act of 1985. This Ordinance is intended to provide assurances that low- and moderate-income units ("affordable units") are created with controls on affordability over time and that low- and moderate-income households shall occupy those units. This Ordinance shall apply except where inconsistent with applicable law.

The Florence Township Planning Board has adopted a Housing Element and Fair Share Plan pursuant to the Municipal Land Use Law at N.J.S.A. 40:55D-1, et seq. The Housing Element and Fair Share Plan has been endorsed by the Council. This Ordinance implements and incorporates the adopted and endorsed Housing Element and Fair Share Plan and addresses the requirements of N.J.A.C. 5:93-1, et seq., as amended and supplemented, N.J.A.C. 5:80-26.1, et seq. as amended and supplemented, with one exception regarding the provision of very-low income housing as described in more detail below, and the New Jersey Fair Housing Act of 1985.

Section 1. Monitoring and Reporting Requirements

The Township of Florence shall comply with the following monitoring and reporting requirements regarding the status of the implementation of its Court-approved Housing Element and Fair Share Plan:

1. Beginning on November 22, 2018, and on every anniversary of that date through November 22, 2025, the Township agrees to provide annual reporting of its Affordable Housing Trust Fund activity to the New Jersey Department of Community Affairs (NJDCA), Council on Affordable Housing (COAH), or Local Government Services (NJLGS), or other entity designated by the State of New Jersey, with a copy provided to Fair Share Housing Center (FSHC) and posted on the municipal website, using forms developed for this purpose by the NJDCA, COAH, or NJLGS. The reporting shall include an accounting of all Affordable Housing Trust Fund activity, including the source and amount of funds collected and the amount and purpose for which any funds have been expended.

2. Beginning on November 22, 2018, and on every anniversary of that date through November 22, 2025, the Township agrees to provide annual reporting of the status of all affordable housing activity within the municipality through posting on the municipal website with a copy of such posting provided to FSHC, using forms previously developed for this purpose by COAH or any other forms endorsed by the Special Master and FSHC.
3. By July 1, 2020, as required pursuant to N.J.S.A. 52:27D-313, the Township will post on its municipal website, with a copy provided to FSHC, a status report as to its implementation of its Plan and an analysis of whether any unbuilt sites or unfulfilled mechanisms continue to present a realistic opportunity. Such posting shall invite any interested party to submit comments to the municipality, with a copy to FSHC, regarding whether any sites no longer present a realistic opportunity. Any interested party may by motion request a hearing before the Court regarding these issues.
4. By November 22, 2020, and every third year thereafter, as required by N.J.S.A. 52:27D-329.1, the Township will post on its municipal website, with a copy provided to FSHC, a status report as to its satisfaction of its very low income requirements, including its family very low income requirements. Such posting shall invite any interested party to submit comments to the municipality and FSHC on the issue of whether the municipality has complied with its very low income and family very low income housing obligations.

Section 2. Definitions

The following terms when used in this Ordinance shall have the meanings given in this Section:

“Act” means the Fair Housing Act of 1985, P.L. 1985, c. 222 (N.J.S.A. 52:27D-301 et seq.)

“Adaptable” means constructed in compliance with the technical design standards of the Barrier Free Subcode, N.J.A.C. 5:23-7.

“Administrative agent” means the entity designated by the Township to administer affordable units in accordance with this Ordinance, N.J.A.C. 5:93, and UHAC (N.J.A.C. 5:80-26.1).

“Affirmative marketing” means a regional marketing strategy designed to attract buyers and/or renters of affordable units pursuant to N.J.A.C. 5:80-26.15.

“Affordability average” means the average percentage of median income at which new restricted units in an affordable housing development are affordable to low- and moderate-income households.

“Affordable” means, a sales price or rent level that is within the means of a low- or moderate-income household as defined within N.J.A.C. 5:93-7.4, and, in the case of an ownership unit, that the sales price for the unit conforms to the standards set forth in N.J.A.C. 5:80-26.6, as

may be amended and supplemented, and, in the case of a rental unit, that the rent for the unit conforms to the standards set forth in N.J.A.C. 5:80-26.12, as may be amended and supplemented.

"Affordable housing development" means a development included in or approved pursuant to the Housing Element and Fair Share Plan or otherwise intended to address the Township's fair share obligation, and includes, but is not limited to, an inclusionary development, a municipal construction project or a 100 percent affordable housing development.

"Affordable housing program(s)" means any mechanism in a municipal Fair Share Plan prepared or implemented to address a municipality's fair share obligation.

"Affordable unit" means a housing unit proposed or created pursuant to the Act and approved for crediting by the Court and/or funded through an affordable housing trust fund.

"Agency" means the New Jersey Housing and Mortgage Finance Agency established by P.L. 1983, c. 530 (N.J.S.A. 55:14K-1, et seq.).

"Age-restricted unit" means a housing unit designed to meet the needs of, and exclusively for, the residents of an age-restricted segment of the population such that: 1) all the residents of the development wherein the unit is situated are 62 years of age or older; or 2) at least 80 percent of the units are occupied by one person who is 55 years of age or older; or 3) the development has been designated by the Secretary of the U.S. Department of Housing and Urban Development as "housing for older persons" as defined in Section 807(b)(2) of the Fair Housing Act, 42 U.S.C. § 3607.

"Alternative living arrangement" means a structure in which households live in distinct bedrooms, yet share kitchen and plumbing facilities, central heat and common areas. Alternative living arrangements include, but are not limited to: transitional facilities for the homeless; Class A, B, C, D and E boarding homes as regulated by the State of New Jersey Department of Community Affairs; residential health care facilities as regulated by the New Jersey Department of Health; group homes for the developmentally disabled and mentally ill as licensed and/or regulated by the New Jersey Department of Human Services; and congregate living arrangements.

"Assisted living residence" means a facility that is licensed by the New Jersey Department of Health and Senior Services to provide apartment-style housing and congregate dining and to assure that assisted living services are available when needed for four or more adult persons unrelated to the proprietor and that offers units containing, at a minimum, one unfurnished room, a private bathroom, a kitchenette and a lockable door on the unit entrance.

"Certified household" means a household that has been certified by an Administrative Agent as a very-low, low-income household or moderate-income household.

"COAH" means the Council on Affordable Housing, as established by the New Jersey Fair Housing Act (N.J.S.A. 52:27D-301, et seq.).

"DCA" means the State of New Jersey Department of Community Affairs.

"Deficient housing unit" means a housing unit with health and safety code violations that requires the repair or replacement of a major system. A major system includes weatherization, roofing, plumbing (including wells), heating, electricity, sanitary plumbing (including septic systems), lead paint abatement and/or load bearing structural systems.

"Developer" means any person, partnership, association, company or corporation that is the legal or beneficial owner or owners of a lot or any land included in a proposed development including the holder of an option to contract to purchase, or other person having an enforceable proprietary interest in such land.

"Development" means the division of a parcel of land into two or more parcels, the construction, reconstruction, conversion, structural alteration, relocation, or enlargement of any use or change in the use of any building or other structure, or of any mining, excavation or landfill, and any use or change in the use of any building or other structure, or land or extension of use of land, for which permission may be required pursuant to N.J.S.A. 40:55D-1, et seq.

"Inclusionary development" means a development containing both affordable units and market rate units. This term includes, but is not limited to: new construction, the conversion of a non-residential structure to residential use and the creation of new affordable units through the gut rehabilitation or reconstruction of a vacant residential structure.

"Low-income household" means a household with a total gross annual household income equal to 50 percent or less of the regional median household income by household size.

"Low-income unit" means a restricted unit that is affordable to a low-income household.

"Major system" means the primary structural, mechanical, plumbing, electrical, fire protection, or occupant service components of a building which include but are not limited to, weatherization, roofing, plumbing (including wells), heating, electricity, sanitary plumbing (including septic systems), lead paint abatement and load bearing structural systems.

"Market-rate units" means housing not restricted to low- and moderate-income households that may sell or rent at any price.

"Median income" means the median income by household size for the applicable housing region, as adopted annually by the Township pursuant to this ordinance, by COAH or a successor entity approved by the Court.

"Moderate-income household" means a household with a total gross annual household income in excess of 50 percent but less than 80 percent of the regional median household income by household size.

"Moderate-income unit" means a restricted unit that is affordable to a moderate-income household. "Non-exempt sale" means any sale or transfer of ownership other than the transfer of ownership between spouses; the transfer of ownership between former spouses ordered as a result of a judicial decree of divorce or judicial separation, but not including sales to third parties; the transfer of ownership between family members as a result of inheritance; the transfer of ownership through an executor's deed to a class A beneficiary and the transfer of ownership by court order.

"Random selection process" means a process by which currently income-eligible households are selected for placement in affordable housing units such that no preference is given to one applicant over another except for purposes of matching household income and size with an appropriately priced and sized affordable unit (e.g., by lottery).

"Regional asset limit" means the maximum housing value in each housing region affordable to a four-person household with an income at 80 percent of the regional median as defined by duly adopted Regional Income Limits published annually by COAH or a successor entity.

"Rehabilitation" means the repair, renovation, alteration or reconstruction of any building or structure, pursuant to the Rehabilitation Subcode, N.J.A.C. 5:23-6.

"Rent" means the gross monthly cost of a rental unit to the tenant, including the rent paid to the landlord, as well as an allowance for tenant-paid utilities computed in accordance with allowances published by DCA for its Section 8 program. In assisted living residences, rent does not include charges for food and services.

"Restricted unit" means a dwelling unit, whether a rental unit or an ownership unit, that is subject to the affordability controls of N.J.A.C. 5:80-26.1, as amended and supplemented, but does not include a market-rate unit financed under UHOP or MONI.

"UHAC" means the Uniform Housing Affordability Controls set forth in N.J.A.C. 5:80-26.1, et seq.

"Very low-income household" means a household with a total gross annual household income equal to 30 percent or less of the regional median household income by household size.

"Very low-income unit" means a restricted unit that is affordable to a very low-income household.

"Weatherization" means building insulation (for attic, exterior walls and crawl space), siding to improve energy efficiency, replacement storm windows, replacement storm doors, replacement windows and replacement doors, and is considered a major system for purposes of a rehabilitation program.

Section 3. Applicability

1. The provisions of this Ordinance shall apply to all affordable housing developments and affordable housing units that currently exist and that are proposed to be created within the Township of Florence pursuant to the Township's most recently adopted Housing Element and Fair Share Plan.
2. Moreover, this Ordinance shall apply to all developments that contain low-and moderate-income housing units, including any currently unanticipated future developments that will provide very-low, low- and moderate-income housing units.
3. Where applicable within the Township, this mandatory set-aside requirement of 20% if the affordable units will be for sale and 15% if the affordable units will be for rent, for any multi-family residential development of at least five (5) units created through any Planning Board action on subdivision or site plan applications; municipal rezoning; Zoning Board use or density variance; redevelopment plan or rehabilitation plan that provides a substantial density increase resulting in a minimum density at or above six (6) units per acre (or other compensatory benefit). This does not give any developer the right to any such rezoning, variance or other relief, or establish any obligation on the part of Florence Township to grant such rezoning, variance or other relief.
4. Projects receiving Federal Low Income Housing Tax Credit financing shall comply with the income and bedroom distribution requirements of UHAC (with the exception that the UHAC requirement for 10 percent of the affordable units in rental projects being required to be at 35 percent of median income be modified as required by the statutory requirement, N.J.S.A. 52:27D-329.1 to 13 percent of affordable units in such projects shall be required to be at 30 percent of median income) and the length of the affordability controls applicable to such projects shall be not less than a thirty (30) year compliance period plus a 15 year extended use period.

Section 4. Alternative Living Arrangements

1. The administration of an alternative living arrangement shall be in compliance with N.J.A.C. 5:93-5.8 and UHAC, with the following exceptions:
 - a. Affirmative marketing (N.J.A.C. 5:80-26.15), provided, however, that the units or bedrooms may be affirmatively marketed by the provider in accordance with an alternative plan approved by the Court;
 - b. Affordability average and bedroom distribution (N.J.A.C. 5:80-26.3).
2. With the exception of units established with capital funding through a 20-year operating contract with the Department of Human Services, Division of Developmental Disabilities, alternative living arrangements shall have at least 30 year controls on affordability in accordance with UHAC, unless an alternative commitment is approved by the Court.

3. The service provider for the alternative living arrangement shall act as the Administrative Agent for the purposes of administering the affirmative marketing and affordability requirements for the alternative living arrangement.

Section 5. Phasing Schedule for Inclusionary Zoning

In inclusionary developments the following schedule shall be followed:

Maximum Percentage of Market-Rate Units Completed	Minimum Percentage of Low- and Moderate-Income Units Completed
25	0
25+1	10
50	50
75	75
90	100

Section 6. New Construction

1. Low/Moderate Split and Bedroom Distribution of Affordable Housing Units:

a. The fair share obligation shall be divided equally between low- and moderate-income units, except that where there is an odd number of affordable housing units, the extra unit shall be a low income unit. At least 13 percent of all restricted rental units shall be very low income units (affordable to a household earning 30 percent or less of regional median income by household size). The very low income units shall be counted as part of the required number of low income units within the development.

b. In each affordable development, at least 50 percent of the restricted units within each bedroom distribution shall be very low or low-income units.

c. Affordable developments that are not age-restricted shall be structured in conjunction with realistic market demands such that:

1) The combined number of efficiency and one-bedroom units shall be no greater than 20 percent of the total low- and moderate-income units;

2) At least 30 percent of all low- and moderate-income units shall be two bedroom units;

3) At least 20 percent of all low- and moderate-income units shall be three bedroom units; and

4) The remaining units may be allocated among two and three bedroom units at the discretion of the developer.

d. Affordable developments that are age-restricted shall be structured such that the number of bedrooms shall equal the number of age-restricted low- and moderate-income units within the inclusionary development. This standard may be met by having all one-bedroom units or by having a two-bedroom unit for each efficiency unit.

2. Accessibility Requirements:

a. The first floor of all restricted townhouse dwelling units and all restricted units in all other multistory buildings shall be subject to the technical design standards of the Barrier Free SubCode, N.J.A.C. 5:23-7 and the following:

b. All restricted townhouse dwelling units and all restricted units in other multistory buildings in which a restricted dwelling unit is attached to at least one other dwelling unit shall have the following features:

1) An adaptable toilet and bathing facility on the first floor; and

2) An adaptable kitchen on the first floor; and

3) An interior accessible route of travel on the first floor; and

4) An adaptable room that can be used as a bedroom, with a door or the casing for the installation of a door, on the first floor; and

5) If not all of the foregoing requirements in b.1) through b.4) can be satisfied, then an interior accessible route of travel must be provided between stories within an individual unit, but if all of the terms of paragraphs b.1) through b.4) above have been satisfied, then an interior accessible route of travel shall not be required between stories within an individual unit; and

6) An accessible entranceway as set forth at P.L. 2005, c. 350 (N.J.S.A. 52:27D-311a, et seq.) and the Barrier Free SubCode, N.J.A.C. 5:23-7, or evidence that Florence Township has collected funds from the developer sufficient to make 10 percent of the adaptable entrances in the development accessible:

a) Where a unit has been constructed with an adaptable entrance, upon the request of a disabled person who is purchasing or will reside in the dwelling unit, an accessible entrance shall be installed.

b) To this end, the builder of restricted units shall deposit funds within the Township of Florence's Affordable Housing Trust Fund sufficient to install accessible entrances in 10 percent of the affordable units that have been constructed with adaptable entrances.

c) The funds deposited under paragraph 6)b) above shall be used by the Township of Florence for the sole purpose of making the adaptable entrance of an affordable unit accessible when requested to do so by a person with a disability who occupies or intends to occupy the unit and requires an accessible entrance.

d) The developer of the restricted units shall submit a design plan and cost estimate to the Construction Official of the Township of Florence for the conversion of adaptable to accessible entrances.

e) Once the Construction Official has determined that the design plan to convert the unit entrances from adaptable to accessible meet the requirements of the Barrier Free SubCode, N.J.A.C. 5:23-7, and that the cost estimate of such conversion is reasonable, payment shall be made to the Township's Affordable Housing Trust Fund in care of the Township Treasurer who shall ensure that the funds are deposited into the Affordable Housing Trust Fund and appropriately earmarked.

(7) Full compliance with the foregoing provisions shall not be required where an entity can demonstrate that it is "site impracticable" to meet the requirements. Determinations of site impracticability shall be in compliance with the Barrier Free SubCode, N.J.A.C. 5:23-7.

3. Design:

a. In inclusionary developments, to the extent possible, low- and moderate-income units shall be integrated with the market units.

b. In inclusionary developments, low- and moderate-income units shall have access to all of the same common elements and facilities as the market units.

4. Maximum Rents and Sales Prices:

a. In establishing rents and sales prices of affordable housing units, the Administrative Agent shall follow the procedures set forth in UHAC, utilizing the most recently published regional weighted average of the uncapped Section 8 income limits published by HUD and the calculation procedures as approved by the Court and detailed herein.

"Regional income units shall be established for the region that the Township is located within (i.e. Region 5) based on the median income by household size, which shall be established by a regional weighted average of the uncapped Section 8 income limits published by HUD. To compute this regional income limit, the HUD determination of median county income for a family of four is multiplied by the estimated households within the county according to the most recent decennial Census. The resulting product for each county within the housing region is summed. The sum is divided by the estimated total households from the most recent decennial Census in the Township's housing region. This quotient represents the

regional weighted average of median income for a household of four. The income limit for a moderate-income unit for a household of four shall be 80 percent of the regional weighted average median income for a family of four. The income limit for a low-income unit for a household of four shall be 50 percent of the HUD determination of the regional weighted average median income for a family of four. The income limit for a very low income unit for a household of four shall be 30 percent of the regional weighted average median income for a family of four. These income limits shall be adjusted by household size based on multipliers used by HUD to adjust median income by household size. In no event shall the income limits be less than those for the previous year."

b. The maximum rent for restricted rental units within each affordable development shall be affordable to households earning no more than 60 percent of median income, and the average rent for restricted rental units shall be affordable to households earning no more than 52 percent of median income.

c. The developers and/or municipal sponsors of restricted rental units shall establish at least one rent for each bedroom type for both low-income and moderate-income units, provided that at least 13 percent of all low- and moderate-income rental units shall be affordable to very low-income households, which very low-income units shall be part of the low-income requirement.

d. The maximum sales price of restricted ownership units within each affordable development shall be affordable to households earning no more than 70 percent of median income, and each affordable development must achieve an affordability average of 55 percent for restricted ownership units; in achieving this affordability average, moderate-income ownership units must be available for at least three different sales prices for each bedroom type, and low-income ownership units must be available for at least two different sales prices for each bedroom type.

e. In determining the initial sales prices and rent levels for compliance with the affordability average requirements for restricted units other than assisted living facilities and age-restricted developments, the following standards shall be used:

- 1) A studio shall be affordable to a one-person household;
- 2) A one-bedroom unit shall be affordable to a one and one-half person household;
- 3) A two-bedroom unit shall be affordable to a three-person household;
- 4) A three-bedroom unit shall be affordable to a four and one-half person household; and
- 5) A four-bedroom unit shall be affordable to a six-person household.

f. In determining the initial sales prices and rents for compliance with the affordability average requirements for restricted units in assisted living facilities and age-restricted developments, the following standards shall be used:

- 1) A studio shall be affordable to a one-person household;
- 2) A one-bedroom unit shall be affordable to a one and one-half person household; and
- 3) A two-bedroom unit shall be affordable to a two-person household or to two one-person households.

g. The initial purchase price for all restricted ownership units shall be calculated so that the monthly carrying cost of the unit, including principal and interest (based on a mortgage loan equal to 95 percent of the purchase price and the Federal Reserve H.15 rate of interest), taxes, homeowner and private mortgage insurance and condominium or homeowner association fees do not exceed 28 percent of the eligible monthly income of the appropriate size household as determined under N.J.A.C. 5:80-26.4, as may be amended and supplemented; provided, however, that the price shall be subject to the affordability average requirement of N.J.A.C. 5:80-26.3, as may be amended and supplemented.

h. The initial rent for a restricted rental unit shall be calculated so as not to exceed 30 percent of the eligible monthly income of the appropriate size household, including an allowance for tenant paid utilities, as determined under N.J.A.C. 5:80-26.4, as may be amended and supplemented; provided, however, that the rent shall be subject to the affordability average requirement of N.J.A.C. 5:80-26.3, as may be amended and supplemented.

i. The price of owner-occupied low- and moderate-income units may increase annually based on the percentage increase in the regional median income limit for each housing region. In no event shall the maximum resale price established by the Administrative Agent be lower than the last recorded purchase price.

j. The rents of very low-, low- and moderate-income units may be increased annually based on the permitted percentage increase in the Housing Consumer Price Index for the Northeast Urban Area. This increase shall not exceed nine percent in any one year. Rent increases for units constructed pursuant to low income housing tax credit regulations shall be indexed pursuant to the regulations governing low income housing tax credits.

Section 7. Utilities

1. Affordable units shall utilize the same type of heating source as market units within an inclusionary development.
2. Tenant-paid utilities included in the utility allowance shall be set forth in the lease and shall be consistent with the utility allowance approved by HUD for the Section 8 program.

Section 8. Occupancy Standards

In referring certified households to specific restricted units, the Administrative Agent shall, to the extent feasible and without causing an undue delay in the occupancy of a unit, strive to:

1. Provide an occupant for each bedroom;
2. Provide children of different sexes with separate bedrooms;
3. Provide separate bedrooms for parents and children; and
4. Prevent more than two persons from occupying a single bedroom.

Section 9. Control Periods for Restricted Ownership Units and Enforcement Mechanisms

1. Control periods for restricted ownership units shall be in accordance with N.J.A.C. 5:80-26.5, as may be amended and supplemented, and each restricted ownership unit shall remain subject to the requirements of this Ordinance for a period of at least thirty (30) years, until Florence Township takes action to release the unit from such requirements; prior to such action, a restricted ownership unit must remain subject to the requirements of N.J.A.C. 5:80-26.1, as may be amended and supplemented.
2. The affordability control period for a restricted ownership unit shall commence on the date the initial certified household takes title to the unit.
3. Prior to the issuance of the initial certificate of occupancy for a restricted ownership unit and upon each successive sale during the period of restricted ownership, the Administrative Agent shall determine the restricted price for the unit and shall also determine the non-restricted, fair market value of the unit based on either an appraisal or the unit's equalized assessed value without the restrictions in place.
4. At the time of the initial sale of the unit, the initial purchaser shall execute and deliver to the Administrative Agent a recapture note obligating the purchaser (as well as the purchaser's heirs, successors and assigns) to repay, upon the first non-exempt sale after the unit's release from the restrictions set forth in this Ordinance, an amount equal to the difference between the unit's non-restricted fair market value and its restricted price, and the recapture note shall be secured by a recapture lien evidenced by a duly recorded mortgage on the unit.
5. The affordability controls set forth in this Ordinance shall remain in effect despite the entry and enforcement of any judgment of foreclosure with respect to restricted ownership units.
6. A restricted ownership unit shall be required to obtain a Continuing Certificate of Occupancy or a certified statement from the Construction Official stating that the unit meets all Code standards upon the first transfer of title following the removal of the restrictions provided under N.J.A.C. 5:80-26.5(a), as may be amended and supplemented.

Section 10. Price Restrictions for Restricted Ownership Units, Homeowner Association Fees and Resale Prices

Price restrictions for restricted ownership units shall be in accordance with N.J.A.C. 5:80-26.1, as may be amended and supplemented, including:

1. The initial purchase price for a restricted ownership unit shall be approved by the Administrative Agent.
2. The Administrative Agent shall approve all resale prices, in writing and in advance of the resale, to assure compliance with the foregoing standards.
3. The master deeds of inclusionary developments shall provide no distinction between the condominium or homeowner association fees and special assessments paid by low- and moderate-income purchasers and those paid by market purchasers.
4. The owners of restricted ownership units may apply to the Administrative Agent to increase the maximum sales price for the unit on the basis of anticipated capital improvements. Eligible capital improvements shall be those that render the unit suitable for a larger household or the addition of a bathroom. See Section 13.

Section 11. Buyer Income Eligibility

1. Buyer income eligibility for restricted ownership units shall be in accordance with N.J.A.C. 5:80-26.1, as may be amended and supplemented, such that low-income ownership units shall be reserved for households with a gross household income less than or equal to 50 percent of median income and moderate-income ownership units shall be reserved for households with a gross household income less than 80 percent of median income.
2. Notwithstanding the foregoing, the Administrative Agent may, upon approval by the Township Committee, and subject to the Court's approval, permit a moderate-income purchaser to buy a low-income unit if and only if the Administrative Agent can demonstrate that there is an insufficient number of eligible low-income purchasers in the housing region to permit prompt occupancy of the unit and all other reasonable efforts to attract a low income purchaser, including pricing and financing incentives, have failed. Any such low-income unit that is sold to a moderate-income household shall retain the required pricing and pricing restrictions for a low-income unit.
3. A certified household that purchases a restricted ownership unit must occupy it as the certified household's principal residence and shall not lease the unit; provided, however, that the Administrative Agent may permit the owner of a restricted ownership unit, upon application and a showing of hardship, to lease the restricted unit to another certified household for a period not to exceed one year.

4. The Administrative Agent shall certify a household as eligible for a restricted ownership unit when the household is a low-income household or a moderate-income household, as applicable to the unit, and the estimated monthly housing cost for the particular unit (including principal, interest, taxes, homeowner and private mortgage insurance and condominium or homeowner association fees, as applicable) does not exceed 33 percent of the household's eligible monthly income.

Section 12. Limitations on Indebtedness Secured by Ownership Unit; Subordination

1. Prior to incurring any indebtedness to be secured by a restricted ownership unit, the owner shall apply to the Administrative Agent for a determination in writing that the proposed indebtedness complies with the provisions of this Section, and the Administrative Agent shall issue such determination prior to the owner incurring such indebtedness.

2. With the exception of First Purchase Money Mortgages, neither an owner nor a lender shall at any time cause or permit the total indebtedness secured by a restricted ownership unit to exceed 95 percent of the maximum allowable resale price of the unit, as such price is determined by the Administrative Agent in accordance with N.J.A.C.5:80-26.6(b).

Section 13. Capital Improvements To Ownership Units

1. The owners of restricted ownership units may apply to the Administrative Agent to increase the maximum sales price for the unit on the basis of capital improvements made since the purchase of the unit. Eligible capital improvements shall be those that render the unit suitable for a larger household or that add an additional bathroom. In no event shall the maximum sales price of an improved housing unit exceed the limits of affordability for the larger household.

2. Upon the resale of a restricted ownership unit, all items of property that are permanently affixed to the unit or were included when the unit was initially restricted (for example, refrigerator, range, washer, dryer, dishwasher, wall-to-wall carpeting) shall be included in the maximum allowable resale price. Other items may be sold to the purchaser at a reasonable price that has been approved by the Administrative Agent at the time of the signing of the agreement to purchase. The purchase of central air conditioning installed subsequent to the initial sale of the unit and not included in the base price may be made a condition of the unit resale provided the price, which shall be subject to 10-year, straight-line depreciation, has been approved by the Administrative Agent. Unless otherwise approved by the Administrative Agent, the purchase of any property other than central air conditioning shall not be made a condition of the unit resale. The owner and the purchaser must personally certify at the time of closing that no unapproved transfer of funds for the purpose of selling and receiving property has taken place at the time of or as a condition of resale.

Section 14. Control Periods for Restricted Rental Units

1. Control periods for restricted rental units shall be in accordance with N.J.A.C. 5:80-26.11, as may be amended and supplemented, and each restricted rental unit shall remain subject to the requirements of this Ordinance for a period of at least 30 years, until Florence Township takes action to release the unit from such requirements. Prior to such action, a restricted rental unit must remain subject to the requirements of N.J.A.C. 5:80-26.1, as may be amended and supplemented.
2. Deeds of all real property that include restricted rental units shall contain deed restriction language. The deed restriction shall have priority over all mortgages on the property, and the deed restriction shall be filed by the developer or seller with the records office of the County of Burlington. A copy of the filed document shall be provided to the Administrative Agent within 30 days of the receipt of a Certificate of Occupancy.
3. A restricted rental unit shall remain subject to the affordability controls of this Ordinance despite the occurrence of any of the following events:
 - a. Sublease or assignment of the lease of the unit;
 - b. Sale or other voluntary transfer of the ownership of the unit; or
 - c. The entry and enforcement of any judgment of foreclosure on the property containing the unit.

Section 15. Rent Restrictions for Rental Units: Leases

1. A written lease shall be required for all restricted rental units and tenants shall be responsible for security deposits and the full amount of the rent as stated on the lease. A copy of the current lease for each restricted rental unit shall be provided to the Administrative Agent.
2. No additional fees or charges shall be added to the approved rent (except, in the case of units in an assisted living residence, to cover the customary charges for food and services) without the express written approval of the Administrative Agent.
3. Application fees (including the charge for any credit check) shall not exceed five percent of the monthly rent of the applicable restricted unit and shall be payable to the Administrative Agent to be applied to the costs of administering the controls applicable to the unit as set forth in this Ordinance.
4. No rent control ordinance or other pricing restriction shall be applicable to either the market units or the affordable units in any development in which at least 15% of the total number of dwelling units are restricted rental units in compliance with this Ordinance.

Section 16. Tenant Income Eligibility

1. Tenant income eligibility shall be in accordance with N.J.A.C. 5:80-26.13, as may be amended and supplemented, and shall be determined as follows:

a. Very low-income rental units shall be reserved for households with a gross household income less than or equal to 30 percent of the regional median household income by household size.

b. Low-income rental units shall be reserved for households with a gross household income less than or equal to 50 percent of the regional median household income by household size.

c. Moderate-income rental units shall be reserved for households with a gross household income less than 80 percent of the regional median household income by household size.

2. The Administrative Agent shall certify a household as eligible for a restricted rental unit when the household is a very low-income household, low-income household or a moderate-income household, as applicable to the unit, and the rent proposed for the unit does not exceed 35 percent (40 percent for age-restricted units) of the household's eligible monthly income as determined pursuant to N.J.A.C. 5:80-26.16, as may be amended and supplemented; provided, however, that this limit may be exceeded if one or more of the following circumstances exists:

a. The household currently pays more than 35 percent (40 percent for households eligible for age-restricted units) of its gross household income for rent, and the proposed rent will reduce its housing costs;

b. The household has consistently paid more than 35 percent (40 percent for households eligible for age-restricted units) of eligible monthly income for rent in the past and has proven its ability to pay;

c. The household is currently in substandard or overcrowded living conditions;

d. The household documents the existence of assets with which the household proposes to supplement the rent payments; or

e. The household documents reliable anticipated third-party assistance from an outside source such as a family member in a form acceptable to the Administrative Agent and the owner of the unit.

3. The applicant shall file documentation sufficient to establish the existence of the circumstances in 1.a. through 2.e. above with the Administrative Agent, who shall counsel the household on budgeting.

Section 17. Municipal Housing Liaison

1. The Township of Florence shall appoint a specific municipal employee to serve as a Municipal Housing Liaison responsible for overseeing the Township's affordable housing program, including overseeing the administration of affordability controls on the affordable units and the affirmative marketing of available affordable units in accordance with the Township's Affirmative Marketing Plan; fulfilling monitoring and reporting requirements; and supervising Administrative Agent(s). Florence Township shall adopt this Ordinance which creates the position of Municipal Housing Liaison and Florence Township shall adopt a Resolution which appoints the person to fulfill the position of Municipal Housing Liaison. The Municipal Housing Liaison shall be appointed by the governing body and may be a full or part time municipal employee. The Municipal Housing Liaison shall be approved by the Court and shall be duly qualified through a training program sponsored by Affordable Housing Professionals of New Jersey before assuming the duties of Municipal Housing Liaison.

2. The Municipal Housing Liaison shall be responsible for oversight and administration of the affordable housing program for Florence Township, including the following responsibilities which may not be contracted out to the Administrative Agent:

a. Serving as Florence Township's primary point of contact for all inquiries from the State, affordable housing providers, Administrative Agents and interested households;

b. Monitoring the status of all restricted units in Florence Township's Fair Share Plan;

c. Compiling, verifying, submitting and posting all monitoring reports as required by the Court and by this Ordinance;

d. Coordinating meetings with affordable housing providers and Administrative Agents, as needed; and

e. Attending continuing education opportunities on affordability controls, compliance monitoring and affirmative marketing at least annually and more often as needed.

3. Subject to the approval of the Court, the Township of Florence shall designate one or more Administrative Agent(s) to administer and to affirmatively market the affordable units constructed in the Township in accordance with UHAC and this Ordinance. An Operating Manual for each affordable housing program shall be provided by the Administrative Agent(s) to be adopted by resolution of the governing body and subject to approval of the Court. The Operating Manual(s) shall be available for public inspection in the office of the Township Clerk, in the office of the Municipal Housing Liaison, and in the office(s) of the Administrative Agent(s). The Municipal Housing Liaison shall supervise the work of the Administrative Agent(s).

Section 18. Administrative Agent

An Administrative Agent shall be an independent entity serving under contract to and reporting to the municipality. *The fees of the Administrative Agent shall be paid by the owners of the affordable units for which the services of the Administrative Agent are required.* The Administrative Agent shall perform the duties and responsibilities of an Administrative Agent as set forth in UHAC, including those set forth in Sections 5:80-26.14, 16 and 18 thereof, which includes:

1. Affirmative Marketing:

a. Conducting an outreach process to affirmatively market affordable housing units in accordance with the Affirmative Marketing Plan of the Township of Florence and the provisions of N.J.A.C. 5:80-26.15; and

b. Providing counseling or contracting to provide counseling services to low- and moderate-income applicants on subjects such as budgeting, credit issues, mortgage qualification, rental lease requirements, and landlord/tenant law.

2. Household Certification:

a. Soliciting, scheduling, conducting and following up on interviews with interested households;

b. Conducting interviews and obtaining sufficient documentation of gross income and assets upon which to base a determination of income eligibility for a low- or moderate-income unit;

c. Providing written notification to each applicant as to the determination of eligibility or non-eligibility;

d. Requiring that all certified applicants for restricted units execute a certificate substantially in the form, as applicable, of either the ownership or rental certificates set forth in Appendices J and K of N.J.A.C. 5:80-26.1 et seq.;

e. Creating and maintaining a referral list of eligible applicant households living in the housing region and eligible applicant households with members working in the housing region where the units are located;

f. Employing a random selection process as provided in the Affirmative Marketing Plan of the Township of Florence when referring households for certification to affordable units; and

g. Notifying the following entities of the availability of affordable housing units in the Township of Florence: Fair Share Housing Center, the New Jersey State Conference of the NAACP, the Latino Action Network, the Southern Burlington County Branch of the NAACP, Willingboro NAACP, Moorestown Ecumenical Neighborhood Development (MEND),

Lutheran Social Ministries (LSM) and the Burlington County Community Action Program (BCCAP).

3. Affordability Controls:

a. Furnishing to attorneys or closing agents forms of deed restrictions and mortgages for recording at the time of conveyance of title of each restricted unit;

b. Creating and maintaining a file on each restricted unit for its control period, including the recorded deed with restrictions, recorded mortgage and note, as appropriate;

c. Ensuring that the removal of the deed restrictions and cancellation of the mortgage note are effectuated and properly filed with the Burlington County Register of Deeds or Burlington County Clerk's office after the termination of the affordability controls for each restricted unit;

d. Communicating with lenders regarding foreclosures; and

e. Ensuring the issuance of Continuing Certificates of Occupancy or certifications pursuant to N.J.A.C. 5:80-26.10.

4. Resales and Rerentals:

a. Instituting and maintaining an effective means of communicating information between owners and the Administrative Agent regarding the availability of restricted units for resale or rental; and

b. Instituting and maintaining an effective means of communicating information to low- (or very low-) and moderate-income households regarding the availability of restricted units for resale or re-rental.

5. Processing Requests from Unit Owners:

a. Reviewing and approving requests for determination from owners of restricted units who wish to take out home equity loans or refinance during the term of their ownership that the amount of indebtedness to be incurred will not violate the terms of this Ordinance;

b. Reviewing and approving requests to increase sales prices from owners of restricted units who wish to make capital improvements to the units that would affect the selling price, such authorizations to be limited to those improvements resulting in additional bedrooms or bathrooms and the depreciated cost of central air conditioning systems;

c. Notifying the municipality of an owner's intent to sell a restricted unit; and

d. Making determinations on requests by owners of restricted units for hardship waivers.

6. Enforcement:

- a. Securing annually from the municipality a list of all affordable housing units for which tax bills are mailed to absentee owners, and notifying all such owners that they must either move back to their unit or sell it;
- b. Securing from all developers and sponsors of restricted units, at the earliest point of contact in the processing of the project or development, written acknowledgement of the requirement that no restricted unit can be offered, or in any other way committed, to any person, other than a household duly certified to the unit by the Administrative Agent;
- c. Posting annually, in all rental properties (including two-family homes), a notice as to the maximum permitted rent together with the telephone number of the Administrative Agent where complaints of excess rent or other charges can be made;
- d. Sending annual mailings to all owners of affordable dwelling units, reminding them of the notices and requirements outlined in N.J.A.C. 5:80-26.18(d)4;
- e. Establishing a program for diverting unlawful rent payments to the municipality's Affordable Housing Trust Fund; and
- f. Creating and publishing a written operating manual for each affordable housing program administered by the Administrative Agent, to be approved by the Township Committee and the Court, setting forth procedures for administering the affordability controls.

7. Additional Responsibilities:

- a. The Administrative Agent shall have the authority to take all actions necessary and appropriate to carry out its responsibilities hereunder.
- b. The Administrative Agent shall prepare monitoring reports for submission to the Municipal Housing Liaison in time to meet the Court-approved monitoring and reporting requirements in accordance with the deadlines set forth in this Ordinance.
- c. The Administrative Agent shall attend continuing education sessions on affordability controls, compliance monitoring, and affirmative marketing at least annually and more often as needed.

Section 19. Affirmative Marketing Requirements

1. The Township of Florence shall adopt by resolution an Affirmative Marketing Plan, subject to approval of the Court, that is compliant with N.J.A.C. 5:80-26.15, as may be amended and supplemented.
2. The Affirmative Marketing Plan is a regional marketing strategy designed to attract buyers and/or renters of all majority and minority groups, regardless of race, creed, color,

national origin, ancestry, marital or familial status, gender, affectional or sexual orientation, disability, age or number of children to housing units which are being marketed by a developer, sponsor or owner of affordable housing. The Affirmative Marketing Plan is intended to target those potentially eligible persons who are least likely to apply for affordable units in that region. It is a continuing program that directs marketing activities toward Housing Region 5 and is required to be followed throughout the period of restriction.

3. The Affirmative Marketing Plan shall provide a regional preference for all households that live and/or work in Housing Region 5, comprised of Burlington, Camden and Gloucester Counties.

4. The municipality has the ultimate responsibility for adopting the Affirmative Marketing Plan and for the proper administration of the Affirmative Marketing Program, including initial sales and rentals and resales and rerentals. The Administrative Agent designated by the Township of Florence shall implement the Affirmative Marketing Plan to assure the affirmative marketing of all affordable units.

5. In implementing the Affirmative Marketing Plan, the Administrative Agent shall provide a list of counseling services to low- and moderate-income applicants on subjects such as budgeting, credit issues, mortgage qualification, rental lease requirements, and landlord/tenant law.

6. The Affirmative Marketing Plan shall describe the media to be used in advertising and publicizing the availability of housing. In implementing the Affirmative Marketing Plan, the Administrative Agent shall consider the use of language translations where appropriate.

7. The affirmative marketing process for available affordable units shall begin at least four months (120 days) prior to the expected date of occupancy.

8. Applications for affordable housing shall be available in several locations, including, at a minimum, the County Administration Building and/or the County Library for each county within the housing region; the municipal administration building and the municipal library in the municipality in which the units are located; and the developer's rental office. Applications shall be mailed to prospective applicants upon request.

9. In addition to other affirmative marketing strategies, the Administrative Agent shall provide specific notice of the availability of affordable housing units in Florence Township, and copies of the application forms, to the following entities: Fair Share Housing Center, the New Jersey State Conference of the NAACP, the Latino Action Network, the Southern Burlington County Branch of the NAACP, Willingboro NAACP, Moorestown Ecumenical Neighborhood Development (MEND), Lutheran Social Ministries (LSM) and the Burlington County Community Action Program (BCCAP).

10. The costs of advertising and affirmative marketing of the affordable units shall be the responsibility of the developer, sponsor or owner.

Section 20. Enforcement of Affordable Housing Regulations

1. Upon the occurrence of a breach of any of the regulations governing an affordable unit by an Owner, Developer or Tenant, the municipality shall have all remedies provided at law or equity, including but not limited to foreclosure, tenant eviction, a requirement for household recertification, acceleration of all sums due under a mortgage, recuperation of any funds from a sale in violation of the regulations, injunctive relief to prevent further violation of the regulations, entry on the premises, and specific performance.

2. After providing written notice of a violation to an Owner, Developer or Tenant of a low- or moderate-income unit and advising the Owner, Developer or Tenant of the penalties for such violations, the municipality may take the following action(s) against the Owner, Developer or Tenant for any violation that remains uncured for a period of 60 days after service of the written notice:

a. The municipality may file a court action pursuant to N.J.S.A. 2A:58-11 alleging a violation or violations of the regulations governing the affordable housing unit. If the Owner, Developer or Tenant is adjudged by the Court to have violated any provision of the regulations governing affordable housing units the Owner, Developer or Tenant shall be subject to one or more of the following penalties, at the discretion of the Court:

1) A fine of not more than \$500.00 per day or imprisonment for a period not to exceed 90 days, or both, provided that each and every day that the violation continues or exists shall be considered a separate and specific violation of these provisions and not a continuation of the initial offense;

2) In the case of an Owner who has rented a low- or moderate-income unit in violation of the regulations governing affordable housing units, payment into the Township of Florence Affordable Housing Trust Fund of the gross amount of rent illegally collected;

3) In the case of an Owner who has rented a low- or moderate-income unit in violation of the regulations governing affordable housing units, payment of an innocent tenant's reasonable relocation costs, as determined by the Court.

b. The municipality may file a court action in the Superior Court seeking a judgment that would result in the termination of the Owner's equity or other interest in the unit, in the nature of a mortgage foreclosure. Any such judgment shall be enforceable as if the same were a judgment of default of the First Purchase Money Mortgage and shall constitute a lien against the low- or moderate-income unit.

1) The judgment shall be enforceable, at the option of the municipality, by means of an execution sale by the Sheriff, at which time the low- and moderate-income unit of the violating Owner shall be sold at a sale price which is not less than the amount necessary to fully satisfy and pay off any First Purchase Money Mortgage and prior liens and the costs of the enforcement proceedings incurred by the municipality, including attorney's fees. The

violating Owner shall have his right to possession terminated as well as his title conveyed pursuant to the Sheriff's sale.

2) The proceeds of the Sheriff's sale shall first be applied to satisfy the First Purchase Money Mortgage lien and any prior liens upon the low- and moderate-income unit. The excess, if any, shall be applied to reimburse the municipality for any and all costs and expenses incurred in connection with either the court action resulting in the judgment of violation or the Sheriff's sale. In the event that the proceeds from the Sheriff's sale are insufficient to reimburse the municipality in full as aforesaid, the violating Owner shall be personally responsible for the full extent of such deficiency, in addition to any and all costs incurred by the municipality in connection with collecting such deficiency. In the event that a surplus remains after satisfying all of the above, such surplus, if any, shall be placed in escrow by the municipality for the Owner and shall be held in such escrow for a maximum period of two years or until such earlier time as the Owner shall make a claim with the municipality for such. Failure of the Owner to claim such balance within the two-year period shall automatically result in a forfeiture of such balance to the municipality. Any interest accrued or earned on such balance while being held in escrow shall belong to and shall be paid to the municipality, whether such balance shall be paid to the Owner or forfeited to the municipality.

3) Foreclosure by the municipality due to violation of the regulations governing affordable housing units shall not extinguish the restrictions of the regulations governing affordable housing units as the same apply to the low- and moderate-income unit. Title shall be conveyed to the purchaser at the Sheriff's sale, subject to the restrictions and provisions of the regulations governing the affordable housing unit. The Owner determined to be in violation of the provisions of this plan and from whom title and possession were taken by means of the Sheriff's sale shall not be entitled to any right of redemption.

4) If there are no bidders at the Sheriff's sale, or if insufficient amounts are bid to satisfy the First Purchase Money Mortgage and any prior liens, the municipality may acquire title to the low- and moderate-income unit by satisfying the First Purchase Money Mortgage and any prior liens and crediting the violating owner with an amount equal to the difference between the First Purchase Money Mortgage and any prior liens and costs of the enforcement proceedings, including legal fees and the maximum resale price for which the low- and moderate-income unit could have been sold under the terms of the regulations governing affordable housing units. This excess shall be treated in the same manner as the excess which would have been realized from an actual sale as previously described.

5) Failure of the low- and moderate-income unit to be either sold at the Sheriff's sale or acquired by the municipality shall obligate the Owner to accept an offer to purchase from any qualified purchaser which may be referred to the Owner by the municipality, with such offer to purchase being equal to the maximum resale price of the low- and moderate-income unit as permitted by the regulations governing affordable housing units.

6) The Owner shall remain fully obligated, responsible and liable for complying with the terms and restrictions of governing affordable housing units until such time as title is conveyed from the Owner.

Section 21. Appeals

Appeals from all decisions of an Administrative Agent appointed pursuant to this Ordinance shall be filed in writing with the Court.



Paul Ostrander, Council President



Nancy L. Erlston, RMC, Township Clerk

EXHIBIT J

Spending Plan and Resolution for Adoption of Spending Plan
and Resolution of Intent to Fund

**Introduction**

Florence Township received substantive certification from the Council on Affordable Housing ("COAH") in accordance with the Fair Housing Act and the regulations of COAH for its First and Second Round Housing Element and Fair Share Plans on July 1, 1992 and April 7, 1999, respectively. The Township submitted a Third Round Plan to COAH in December 2008 to comply with the second iteration of COAH's Third Round rules (*N.J.A.C. 5:97*) and received substantive certification on July 8, 2009. The Township amended the third round certified Plan in April 2010 for submission to COAH. Subsequently, the Township filed a Declaratory Judgment action in Superior Court on July 8, 2015. On December 21, 2017, the Court approved a settlement agreement executed by the parties on November 22, 2016 which was later amended on December 19, 2017 between the Township and Fair Share Housing Center (FSHC), which included the Township's preliminary third round compliance mechanisms.

The Township adopted a development fee ordinance which was approved by COAH on February 3, 1993 creating a dedicated revenue source for affordable housing (See updated development fee ordinance in Appendix Y of the Housing Element). The ordinance established Florence Township's affordable housing trust fund, for which this Spending Plan is prepared. The Township's Spending Plan was approved by COAH on August 4, 1993. The amended Spending Plan was approved by COAH on August 10, 2011 which reflected the April 2010 third round Plan amendment.

As of the end of 2017, Florence Township collected a total of \$ 6,766,104 in development fees, interest, and other income. It has spent a total of \$4,606,566 on affordable housing activities and \$509,323 on administrative costs, leaving a balance of \$1,650,215. All development fees, "other" income, and interest generated by the fees are deposited in separate interest-bearing affordable housing trust fund accounts in BB&T for the purposes of affordable housing. These funds shall be spent in accordance with *N.J.A.C. 5:93-8.16*, as described in the sections that follow.

In accordance with the November 22, 2016 agreement with FSHC, the expenditures of funds contemplated under the FSHC agreement constitute a "commitment" for expenditure pursuant to *N.J.S.A. 52:27D-329.2* and *-329.3*, with the four-year time period



for expenditure designated pursuant to those provisions beginning to run with the entry of a final judgment approving this settlement in accordance with the provisions of *In re Tp. Of Monroe*, 442 N.J. Super. 565 (Law Div. 2015) (aff'd 442 N.J. Super. 563). On the first anniversary of the execution of the FSHC agreement (November 22, 2018), and every anniversary thereafter through the end of the FSHC agreement, the Township will provide annual reporting of trust fund activity to the New Jersey Department of Community Affairs (DCA), COAH, or Local Government Services (LGS), or other entity designated by the State of New Jersey, with a copy provided to FSHC and posted on the municipal website, using forms developed for this purpose by DCA, COAH, or LGS. The reporting shall include an accounting of all housing trust fund activity, including the source and amount of funds collected and the amount and purpose for which any funds have been expended.

This revised spending plan is submitted to the Superior Court of New Jersey for approval to expend all current and future affordable housing trust fund monies, as necessary, to finance construction of a 100% affordable family-rental development, known as the Hornberger Municipally-Sponsored Site, to be developed and managed by Conifer and MEND, two experienced affordable housing developers. The Hornberger site will also include the creation of at least ten (10) very-low income units (serving households earning 30% or less of the regional median income) to address its statutorily-required affordability assistance. The trust fund monies will also finance the construction of up to eleven (11) market to affordable sale and rental units, including one (1) very-low income unit, developed and managed by Salt and Light, Inc, an experienced affordable housing provider and to rehabilitate up to 95 deficient renter-occupied units of which fourteen (14) senior rental units at the Roebling Inn senior complex are in the process of being rehabilitated with the assistance of trust funds. The Township also anticipates providing some funding for the proposed construction of a four-bedroom group home on Block 31, Lot 1. The Township has already expended housing trust funds on the demolition of the existing home on the parcel and the costs for environmental clean-up of the site. In addition, the Township anticipates expending trust funds on administration purposes up to the permitted 20% maximum. The Township requests approval for these expenditures in order to implement its 2018 Third Round Housing Element and Fair Share Plan.



Revenues for Certification Period

To calculate a projection of revenue anticipated during the period of Third Round (2015-2025) Judgment of Repose (“JoR”), Florence Township considered the following:

- (a) Development fees: \$ 1,400,000
 - 1. Residential and nonresidential projects which have had development fees imposed upon them at the time of preliminary or final development approvals;
 - 2. All projects currently before the planning and zoning boards for development approvals that may apply for building permits and certificates of occupancy; and
 - 3. Future development that is likely to occur based on historical rates of development.

- (b) Payment in lieu (PIL): \$0

Actual and committed payments in lieu (PIL) of construction from developers. The Township has not previously received any PILs, and no revenues from PILs are expected over the JoR period.

- (c) Other funding sources: \$0

Florence Township does not anticipate future funds from this category at this time. Funds from other sources, include, but are not limited to the sale of units with extinguished controls, repayment of affordable housing program loans, rental income, and proceeds from the sale of affordable units. All monies in the Affordable Housing Trust fund are anticipated to come from development fees and interest.



(d) Projected interest: \$4,500

Based on the current average interest rate, interest earned in recent years, and projected rates of development fee revenue, Florence Township anticipates collecting \$4,500 in interest through 2025.



FLORENCE TOWNSHIP | SPENDING PLAN

Clarke Caton Hintz

Source of Funds – Housing Trust Fund 2018 through 2025

Year Source of Funds		2018	2019	2020	2021	2022	2023	2024	2025	2018- 2025 Total
Projected Residential Development	\$1,650,215 STARTING BALANCE (January 2018)									
<i>Residential Development</i>		\$100k	\$100k	\$100k	\$100k	\$100k	\$100k	\$100k	\$100k	\$800k
Projected Non- Residential Development		\$75k	\$75k	\$75k	\$75k	\$75k	\$75k	\$75k	\$75k	\$600k
Interest		\$562	\$562	\$562	\$562	\$562	\$562	\$562	\$562	\$4.5k
Total		\$175.5k	\$175.5k	\$175.5k	\$175.5k	\$175.5k	\$175.5k	\$175.5k	\$175.5k	\$1.4M



Florence Township projects a total of \$1,404,500 in revenue to be collected between 2018 and 2025, from residential and non-residential development fees and accrued interest. Projected residential development fees are based on a combination of past development fee receipts and the Housing Projections contained in Table 23 in the Housing, Demographic, and Employment Analysis at Appendix A of the 2018 Housing Element and Fair Share Plan. Residential development fees also include \$120,000 anticipated to be generated by the construction of 80 market-rate units at Florence Columbus Road (Block 165.04, Lot 63), at a rate of \$1,500 (0.5% of the assessed value) per unit as agreed to by Community Investment Strategies, Inc. and approved by the Superior Court. The Spending Plan projects \$600,000 in non-residential development fees to be generated. All interest earned on the account shall accrue to the account to be used only for the purposes of affordable housing.

Administrative Mechanism to Collect and Distribute Funds

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

(a) Collection of development fee revenues:

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

(b) Distribution of development fee revenues:

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

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

**Description of Anticipated Use of Affordable Housing Funds**(a) Affordability Assistance (*N.J.A.C. 5:93-8.16(c)*)

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

Projected minimum affordability assistance requirement

Actual development fees through 12/31/2017		\$6,497,897
Actual interest earned through 12/31/2017	+	\$268,207
Development fees projected 2018-2025	+	\$1,400,000
Interest projected 2018-2025	+	\$4,500
Less housing activity expenditures through 6/2/2008	-	\$1,924,835
Total	=	\$6,245,769
30 percent requirement	$\times 0.30 =$	\$1,873,730
Less Affordability assistance expenditures to date ¹	-	\$1,136,523
PROJECTED MINIMUM Affordability Assistance Requirement	=	\$737,207
PROJECTED MINIMUM Very Low-Income Affordability Assistance Requirement	$\div 3 =$	\$245,735

¹ Affordability assistance expenditures consist of the following units: 300/320 Alden (5 very low units for \$196k), 340 Alden (6 very low units for \$105,272), Oaks Integrated (4 very low units for \$140k), Duffy School (7 very low units for \$514,175), SERV Group Home (4 very low units for \$34,210), Community Options (3 very low units for \$60k), 220 Foundry (1 very low unit for \$86,866).



Florence Township must dedicate at least \$677,207 from the affordable housing trust fund to render units more affordable, including \$225,735 to render units more affordable to households earning 30 percent or less of median income by region. It may use a variety of vehicles to do this, including but not limited to the following:

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

The Township will address its entire affordability assistance requirement through assistance and subsidy of units, specifically including at least ten (10) very-low income rental units at the Hornberger 100% affordable housing site, and a four-bedroom group home (very-low income bedrooms) and one (1) very-low income unit in a market to affordable unit developed and managed by Salt and Light, Inc.

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

Florence Township may use affordable housing trust fund revenue for related administrative costs up to a 20 percent limitation pending funding availability after programmatic and statutory affordability assistance expenditures. The actual administrative expense maximum is calculated on an ongoing basis based on actual revenues.



Projected Administrative Expenses

Development fees/interest collected to date		\$ 6,766,104
Payment-in-lieu of construction through July 17, 2008		\$0
Development fees projected 2018-2025		\$ 1,400,000
Interest projected 2018-2025	+	\$ 4,500
RCA Payments	-	\$1,728,834
Total	=	\$ 6,441,770
20 percent maximum permitted administrative expenses	x 0.20 =	\$ 1,288,354
Less administrative expenditures through 12/31/17	-	\$ 509,323
Projected allowed administrative expenditures	=	\$ 779,031

Florence Township projects that \$779,031 may be available from the affordable housing trust fund to be used for administrative purposes. Projected administrative expenditures, subject to the 20 percent cap, are as follows:

- Township Administrator, Attorney, Engineer, and Planner fees related to plan preparation and implementation.

(c) Rental Rehabilitation Program (*N.J.A.C. 5:93-5.2*)

The Township will set aside \$741,000 of its municipal trust funds to cover the costs of rehabilitating 57 deficient rental units within the Township, occupied by low- and moderate-income households. The \$741,000 set-aside includes \$10,000 per unit for hard costs (major system repairs/replacement, etc.) and \$3,000 per unit of potential administrative costs paid toward the administrative entity.

The Township will also provide up to \$480,000 (24 x \$20,000) of the trust funds for the rehabilitation of 24 family rental units within the Roebbling Arms complex.

In addition, the Township will set aside \$283,200 of its municipal trust funds to cover the remaining rehabilitation costs associated with fourteen (14) senior rental units at the Roebbling Inn senior affordable housing complex. Approximately \$197,000 of the total \$480,000 rental rehabilitation cost were previously paid by the Township to the Burlington County Community Action Program (BCCAP) in 2017.



Expenditure Schedule

Florence Township intends to use affordable housing trust funds for the creation of very low affordable family rental units through the 100% affordable Hornberger Municipally Sponsored Site, the scattered site market to affordable program with Salt and Light, Inc., including one very low unit, a very-low four-bedroom group home and for the rehabilitation of up to 95 rental units including fourteen (14) rental units in the Roebling Inn senior affordable housing complex. Where applicable, the funding schedule below will parallel the implementation schedule to be set forth in the Housing Element and Fair Share Plan and is summarized as follows.

Projected Expenditure Schedule 2018 Through 2025

Program	Units	2018-2019	2020-2021	2022-2023	2024-2025	Total
Rental Rehabilitation – Hard & Soft Costs	57	\$185.3k	\$185.3k	\$185.3k	\$185.3k	\$741k
Roebling Inn Rental Rehab	14	\$283.2k	-	-	-	\$283.2k
Roebling Arms Rental Rehab	24	\$240k	\$240k	-	-	\$480k
New Construction Hornberger Site	78	\$110k	-	-	-	\$110k
Very Low Income at the Hornberger Site	15		\$437k	-	-	\$437k
Market to Affordable	10	\$81.25k	\$81.25k	\$81.25k	\$81.25k	\$325k
Very Low Income	1	-	\$45k	-	-	\$45k
Group Home	4	\$196k	-	-	-	\$196k
Administration		\$200k	\$60k	\$50k	\$146k	\$436k
TOTAL		\$1.295m	\$1.048m	\$316.55k	\$412.55k	\$3.0m



Excess or Shortfall of Funds

The Township intends to expend all current and future revenues toward the rehabilitation and new construction mechanisms described in the Housing Element and Fair Share Plan. The Township will adopt a resolution of its intent to fund any shortfall in funding the Township's rehabilitation program, the market to affordable program, group home and the Hornberger Avenue municipally-sponsored new construction site (See attached resolution).

Summary

The Township of Florence intends to spend affordable housing trust fund revenues pursuant to the regulations governing such funds and consistent with the amended Third Round Housing Element and Fair Share Plan. Florence Township had a balance of \$1,650,215 at the end of 2017 and anticipates an additional \$1,400,000 in revenues before the expiration of a Third Round Judgment of Repose for a total of \$3,054,715. The Township will exceed its affordability assistance expenditure requirement by providing a minimum of \$547,000 to the 100% affordable Hornberger Municipally-Sponsored site, \$196,000 to a group home and \$45,000 for a very low market to affordable unit to make units affordable for very-low income households. \$370,000 will be set aside for the scattered site Market to Affordable program with Salt and Light Inc. The Township may also expend approximately \$436,615 of trust funds on administrative costs during the period of repose.



Spending Plan Summary

Revenues	
Balance as of end of 2017	\$1,650,215
Projected Revenue from 2018 through 2025	
1. Development fees	+ \$1,400,000
2. Payments in lieu of construction	+ \$0
3. Other funds	+ \$0
Interest	+ \$4,500
Total Projected Revenue + Existing Balance	= \$3,054,715
Expenditures	
Funds used for Rehabilitation (57 units x \$13,000 [including \$10,000 per unit hard costs & \$3,000 per unit administration) + BCCAP rehabilitation balance	- \$1,025,000
Rental Rehabilitation: Roebling Arms (24 units x \$20,000)	- \$480,000
Municipally Sponsored Hornberger Site	
New Construction	- \$110,000
Very-Low Income Affordability Assistance @ Muni. Sponsored Site	- \$437,000
Market to Affordable Program – Salt and Light, Inc including very low units	- \$370,000
Group Home (very low income affordability assistance)	- \$196,100
Administration	- \$ 436,615
Total Projected Expenditures	= \$3,054,715

RESOLUTION 2018-128
ADOPTING A SPENDING PLAN

WHEREAS, on December 21, 2017 the Superior Court approved the Settlement Agreement between the Township of Florence and Fair Share Housing Center (FSHC) which included the Township's preliminary compliance measures; and


WHEREAS, on April 24, 2018, the Florence Township's Planning Board adopted a Housing Element and Fair Share Plan that addresses the Township's Rehabilitation Need, Prior Round and Third Round "fair share" obligations; and

WHEREAS, on May 2, 2018, the Township Council adopted a resolution endorsing the 2018 Housing Element and Fair Share Plan adopted by the Planning Board on April 24, 2018; and

WHEREAS, the adopted and endorsed Plan includes a Spending Plan component, as required by the Council on Affordable Housing's Rules at N.J.A.C. 5:93-5.1(c), which projects anticipated revenues to the Township's Affordable Housing Trust Fund, and describes anticipated expenditures of funds to address its fair share obligation as set forth in the Fair Share Plan; and

NOW THEREFORE BE IT RESOLVED, by the Governing Body of Florence Township in the County of Burlington, and the State of New Jersey hereby adopts the Spending Plan component of the Housing Element and Fair Share Plan.

I, NANCY L. ERLSTON, Clerk of the Township of Florence, County of Burlington, State of New Jersey, do hereby certify that the foregoing is a true copy of a resolution approved by Township Council at a meeting held on May 2, 2018.


Nancy L. Erlston, RMC
Municipal Clerk

RESOLUTION 2018-116

A RESOLUTION OF THE COUNCIL OF THE TOWNSHIP OF FLORENCE EXPRESSING ITS INTENT TO PROVIDE THE FUNDS NECESSARY TO SATISFY THE TOWNSHIP'S AFFORDABLE HOUSING OBLIGATIONS

WHEREAS, on December 21, 2017 the Superior Court approved the Settlement Agreement between the Township of Florence and Fair Share Housing Center ("FSHC"), which included the Township's preliminary compliance measures; and

WHEREAS, on April 24, 2018, the Florence Township Planning Board adopted a Housing Element and Fair Share Plan, which the Township contends fully addresses the Township's Rehabilitation Need, Prior Round and Third Round "fair share" obligations; and

WHEREAS, on May 2, 2018, the Township Council adopted a resolution endorsing the 2018 Housing Element and Fair Share Plan adopted by the Planning Board on April 24, 2018; and

WHEREAS, the Township's 2018 Housing Element and Fair Share Plan includes a number of compliance mechanisms, such as a Rental Rehabilitation Program to be administered by the Township of Florence, 100% affordable housing developments, inclusionary developments, market to affordable and supportive and special needs housing;

WHEREAS, pursuant to the State's affordable housing regulations and policies, and the conditions of the Court-approved FSHC Settlement Agreement, in order to assure the creditworthiness of the various compliance techniques included in its Housing Element and Fair Share Plan, the Township must demonstrate adequate and stable funding sources; and

WHEREAS, since the Township is committed to securing judicial approval of its Affordable Housing Plan, in order to provide an adequate and stable funding source for the components of the Township's Housing Element and Fair Share Plan, the Township shall rely

on the funds in its Affordable Housing Trust Fund, established by its Development Fee Ordinance; and

WHEREAS, if -- after exhausting every potential funding source and every valid compliance technique -- the Township still cannot secure sufficient financing to completely satisfy its affordable housing obligations without being forced to raise or expend municipal revenues in order to provide low- and moderate-income housing, the Township will cover such costs through bonding and/or other legal means; and

WHEREAS, the Court has indicated its intent to review the Township's Housing Element and Fair Share Plan, and the Township wishes to leave no question as to the Township's intent to cover the cost of implementing its Housing Element and Fair Share Plan or any modification thereof that may be necessary as a result of the Court's review.

NOW, THEREFORE, BE IT RESOLVED by Committee of the Township of Florence, County of Burlington, State of New Jersey, as follows:

1. In order to provide adequate and stable funding for the rental rehabilitation program (including BCCAP), 100% affordable housing, market to affordable program and supportive and special needs housing in its Housing Element and Fair Share Plan in order to maintain the timetables set forth in the court-approved Settlement agreement between the Township and FSHC regarding the 100% affordable housing site, and the timeline agreed to by FSHC for the market to affordable program and the timelines per COAH's regulations for the rental rehabilitation program and the Township's contacts with providers such as BCCAP, etc. Florence Township shall make a *bona fide*, diligent, and good faith effort to exhaust the potential funding sources included in "A Guide to Affordable Housing Funding Sources" ("Funding Guide"), dated October 28, 2008.

2. The Township shall also maximize use of the funds from its Development Fee Trust Fund to facilitate the economic feasibility of the Township's Housing Element and Fair Share Plan; and
3. If, after exhausting every potential funding source in the Funding Guide and its Development Fee Trust Fund, the Township still cannot secure sufficient financing to completely satisfy its affordable housing obligations within the timeframes agreed upon between the Township and FSHC and approved by the Court, the Township will fully fund, by way of municipal bonding, any gaps in financing to assure the economic feasibility of the rehabilitation and affordable compliance techniques included in the Township's 2018 Third Round Housing Element and Fair Share Plan.
4. The Township reserves the right to recoup any subsidy provided through future collections of development fees as such funds become available.

I, NANCY L. ERLSTON, Clerk of the Township of Florence, County of Burlington, State of New Jersey, do hereby certify that the foregoing is a true copy of a Resolution approved by the Township Council of at a meeting held on May 2, 2018.



Nancy L. Erlston, RMC
Township Clerk

EXHIBIT K

Affirmative Marketing Plan and Resolution Adopting Plan

AFFIRMATIVE FAIR HOUSING MARKETING PLAN

For Affordable Housing in **(REGION 5)**

I. APPLICANT AND PROJECT INFORMATION

1a. Administrative Agent Name, Address, Phone Number Piazza & Associates 216 Rockingham Row Princeton Forrestal Village Princeton, NJ 08540 609.786.1100		1b. Development or Program Name, Address Market to Affordable 220 Foundry Street Florence, NJ	
1c. Number of Affordable Units: 6 Number of Rental Units: 6 Number of For-Sale Units: 0	1d. Price or Rental Range From \$ To \$	1e. State and Federal Funding Sources (if any)	
1f. <input type="checkbox"/> Age Restricted <input checked="" type="checkbox"/> Non-Age Restricted	1g. Approximate Starting Dates Advertising: Ongoing as necessary. Occupancy:		
1h. County Burlington, Camden, Gloucester		1i. Census Tract(s): Block 14, Lot 8	
1j. Managing/Sales Agent's Name, Address, Phone Number Sonja Walter - Piazza & Associates 216 Rockingham Row Princeton Forrestal Village Princeton, NJ 08540 609.786.1100 sonyatstackpole@comcast.net			
1k. Application Fees (if any): No application fee.			

1a. Administrative Agent Name, Address, Phone Number Triad Associates 1301 W. Forest Grove Road, Bldg 3 Vineland, NJ 08360 856-690-9590		1b. Development or Program Name, Address Albax/McHugh Court Albax, LLC 4 McHugh Court Florence, NJ	
1c. Number of Affordable Units: 1 Number of Rental Units: 0 Number of For-Sale Units: 1	1d. Price or Rental Range Sale of \$121,184 in Oct. 2015	1e. State and Federal Funding Sources (if any) None	
1f. <input type="checkbox"/> Age Restricted <input checked="" type="checkbox"/> Non-Age Restricted	1g. Approximate Starting Dates Advertising: As needed Occupancy: Oct. 2015		
1h. County Burlington, Camden, Gloucester		1i. Census Tract(s): Block 100, Lot 8.03	
1j. Managing/Sales Agent's Name, Address, Phone Number Katherine J. Packowski			

Triad Associates 1301 W. Forest Grove Road, Bldg 3 Vineland, NJ 08360 856-690-9590 KPackowski@triadincorporated.com
1k. Application Fees (if any): No application fee.

1a. Administrative Agent Name, Address, Phone Number The Salt & Light Company, Inc. The Affordable Homes Group 1841 Burlington-Mt. Holly Road Westampton, NJ 08060 609.261.4571		1b. Development or Program Name, Address Market-to-Affordable Program 25-5 Tollgate Scattered Sites Florence, NJ	
1c. Number of Affordable Units: 10 Number of Rental Units: 10 Number of For-Sale Units: 0	1d. Price or Rental Range		1e. State and Federal Funding Sources (if any)
1f. <input type="checkbox"/> Age Restricted <input checked="" type="checkbox"/> Non-Age Restricted	1g. Approximate Starting Dates Advertising: Ongoing as necessary. Occupancy:		
1h. County Burlington, Camden, Gloucester		1i. Census Tract(s): 25-5 Tollgate (B155.25, L 5) and to be determined	
1j. Managing/Sales Agent's Name, Address, Phone Number Sonya Stackpole The Salt & Light Company, Inc. The Affordable Homes Group 1841 Burlington-Mt. Holly Road Westampton, NJ 08060 609.261.4571			
1k. Application Fees (if any): No application fee.			

1a. Administrative Agent Name, Address, Phone Number NJ Housing Affordability Service (HAS) NJ HMFA 630 South Clinton Avenue P.O. Box 18550 Trenton, NJ 08650		1b. Development or Program Name, Address Atlantic/Legacy Atlantic Equity Olive Street – Ryan Homes 4 Applegate Drive Florence, NJ	
1c. Number of Affordable Units: 17 Number of Rental Units: Number of For-Sale Units: 17	1d. Price or Rental Range From To	1e. State and Federal Funding Sources (if any)	
1f. <input checked="" type="checkbox"/> Age Restricted <input type="checkbox"/> Non-Age Restricted	1g. Approximate Starting Dates Advertising: Ongoing as necessary. Occupancy:		
1h. County Burlington, Camden, Gloucester		1i. Census Tract(s): Block 147.01, Lots 16-19, 25-28, 40-48	
1j. Managing/Sales Agent's Name, Address, Phone Number Liz Knox NJ Housing Affordability Service NJ HMFA 630 South Clinton Avenue P.O. Box 18550 Trenton, NJ 08650 609-278-7560			
1k. Application Fees (if any):			

1a. Administrative Agent Name, Address, Phone Number Piazza & Associates 216 Rockingham Row Princeton Forrestal Village Princeton, NJ 08540 609.786.1100		1b. Development or Program Name, Address Sassman Site Block 126.02, Lot 1	
1c. Number of Affordable Units: 2 Number of Rental Units: 2 Number of For-Sale Units:	1d. Price or Rental Range From To	1e. State and Federal Funding Sources (if any)	
1f. <input type="checkbox"/> Age Restricted <input checked="" type="checkbox"/> Non-Age Restricted	1g. Approximate Starting Dates Advertising: Ongoing as necessary. Occupancy:		
1h. County Burlington, Camden, Gloucester		1i. Census Tract(s): Block 126.02, Lot 1	
1j. Managing/Sales Agent's Name, Address, Phone Number			
1k. Application Fees (if any):			

1a. Administrative Agent Name, Address, Phone Number TBD – Inclusionary Site		1b. Development or Program Name, Address Weiss Site Block 160.01, Lots 4, 11.01, 11.02 and 24	
1c. Number of Affordable Units: 36 Number of Rental Units: 36 Number of For-Sale Units:	1d. Price or Rental Range From To	1e. State and Federal Funding Sources (if any)	
1f. <input type="checkbox"/> Age Restricted <input checked="" type="checkbox"/> Non-Age Restricted	1g. Approximate Starting Dates Advertising: Ongoing as necessary. Occupancy:		
1h. County Burlington, Camden, Gloucester		1i. Census Tract(s): Block 160.01, Lots 4, 11.01, 11.02 and 24	
1j. Managing/Sales Agent's Name, Address, Phone Number			
1k. Application Fees (if any):			

1a. Administrative Agent Name, Address, Phone Number MEND 99 E Second Street Moorestown, NJ 08057		1b. Development or Program Name, Address Duffy School Site Block 45 Lots 8, 13,14 and 15 208 West Second Street Florence, NJ	
1c. Number of Affordable Units: 53	1d. Price or Rental Range From	1e. State and Federal Funding Sources (if any)	

Number of Rental Units: 53 Number of For-Sale Units:	To	
If. <input checked="" type="checkbox"/> Age Restricted Non-Age Restricted	1g. Approximate Starting Dates: June 2015 Advertising: Ongoing as necessary. Occupancy:	
1h. County Burlington, Camden, Gloucester	1i. Census Tract(s): Block 45, Lots 8, 13, 14, 15	
1j. Managing/Sales Agent's Name, Address, Phone Number MEND 99 East Second Street PO Box 828 Moorestown, NJ 08057		
1k. Application Fees (if any):		

1a. Administrative Agent Name, Address, Phone Number Multiple Sclerosis Association of America 375 Kings Hwy N Cherry Hill, NJ 08034		1b. Development or Program Name, Address Roebbling Arms 1340 Hornberger Avenue Florence, NJ	
1c. Number of Affordable Units: 12 Number of Rental Units: 12 Number of For-Sale Units:	1d. Price or Rental Range From To	1e. State and Federal Funding Sources (if any)	
If. <input type="checkbox"/> Age Restricted <input checked="" type="checkbox"/> Non-Age Restricted	1g. Approximate Starting Dates: November 1998 Advertising: Ongoing as necessary. Occupancy:		
1h. County Burlington, Camden, Gloucester	1i. Census Tract(s): Block 122, Lot 2.03		
1j. Managing/Sales Agent's Name, Address, Phone Number			
1k. Application Fees (if any):			

1a. Administrative Agent Name, Address, Phone Number Burlington County Community Action Program BCCAP 718 US-130 Burlington, NJ 08016		1b. Development or Program Name, Address Roebbling Inn 32 Riverside Avenue Florence, NJ	
1c. Number of Affordable Units: 14 Number of Rental Units: 14 Number of For-Sale Units:	1d. Price or Rental Range From To	1e. State and Federal Funding Sources (if any)	
1f.	1g. Approximate Starting Dates: November 1998		

<input checked="" type="checkbox"/> Age Restricted <input type="checkbox"/> Non-Age Restricted	Advertising: Ongoing as necessary. Occupancy:
1h. County Burlington, Camden, Gloucester	1i. Census Tract(s): Block 137, Lot 1
1j. Managing/Sales Agent's Name, Address, Phone Number	
1k. Application Fees (if any):	

1a. Administrative Agent Name, Address, Phone Number MEND 99 East Second Street PO Box 828 Moorestown, NJ 08057		1b. Development or Program Name, Address Hornberger Site Block 121, Lot 4.02	
1c. Number of Affordable Units: 78 Number of Rental Units: 78 Number of For-Sale Units:	1d. Price or Rental Range From To	1e. State and Federal Funding Sources (if any) LIHTC	
1f. <input type="checkbox"/> Age Restricted <input checked="" type="checkbox"/> Non-Age Restricted	1g. Approximate Starting Dates Advertising: Ongoing as necessary. Occupancy:		
1h. County Burlington, Camden, Gloucester		1i. Census Tract(s): Block 121, Lot 4.02	
1j. Managing/Sales Agent's Name, Address, Phone Number MEND 99 East Second Street PO Box 828 Moorestown, NJ 08057			
1k. Application Fees (if any):			

(Sections II through IV should be consistent for all affordable housing developments and programs within the municipality. Sections that differ must be described in the approved contract between the municipality and the administrative agent and in the approved Operating Manual.)

II. RANDOM SELECTION

Random selection is conducted when a unit is available, and only preliminarily-eligible households seeking the type and bedroom size of the available unit are placed in the lottery. The process is as follows:

After advertising is implemented, applications are accepted for 90 days. All applications are reviewed and households are either certified or informed of non-eligibility. (The certification is valid for 180 days, and

may be renewed by updating income-verification information.)

Eligible households are placed in applicant pools based upon the number of bedrooms needed and the need for an accessible unit. When a unit is available, only the certified households in need of that type of unit are selected for a lottery.

Households are informed of the date, time, and location of the lottery and invited to attend. After the lottery is conducted, the first household selected is given a length of time that is specified in the operating manual to express interest or disinterest in the unit. (If the first household is not interested in the unit, this process continues until a certified household selects the unit.)

Applications are accepted on an ongoing basis, certified households are added to the pool for the appropriate household income and size categories, and advertising and outreach is ongoing, according to the Affirmative Marketing Plan.

III. MARKETING

3a. Direction of Marketing Activity: (indicate which group(s) in the housing region are least likely to apply for the housing without special outreach efforts because of its location and other factors)

☐ White (non-Hispanic) ☒ Black (non-Hispanic) ☒ Hispanic ☐ American Indian or Alaskan Native
☐ Asian or Pacific Islander ☐ Other group:

3b. Commercial Media (required) (Check all that applies)

	DURATION & FREQUENCY OF OUTREACH	NAMES OF REGIONAL NEWSPAPER(S)	CIRCULATION AREA
TARGETS ENTIRE HOUSING REGION 5			
Daily Newspaper			
<input type="checkbox"/>		Philadelphia Inquirer	
<input checked="" type="checkbox"/>	At the start of Affirmative Marketing; ongoing as needed.	Courier-Post	
TARGETS PARTIAL HOUSING REGION 5			
Daily Newspaper			
<input checked="" type="checkbox"/>	At the start of Affirmative Marketing; ongoing as needed.	Burlington County Times	Burlington
<input type="checkbox"/>		Gloucester County Times	Gloucester
Weekly Newspaper			
<input checked="" type="checkbox"/>	At the start of Affirmative Marketing; ongoing as needed.	Central Record, The	Burlington
<input type="checkbox"/>		Fort Dix Post	Burlington
<input checked="" type="checkbox"/>	At the start of Affirmative Marketing; ongoing as needed.	Maple Shade Progress	Burlington

<input type="checkbox"/>		News Weekly	Burlington
<input type="checkbox"/>		Register-News	Burlington
<input type="checkbox"/>		Gloucester City News	Camden
<input type="checkbox"/>		Haddon Herald	Camden
X	At the start of Affirmative Marketing; ongoing as needed.	Record Breeze	Camden
<input type="checkbox"/>		Retrospect	Camden
<input type="checkbox"/>		Plain Dealer	Camden, Gloucester
<input type="checkbox"/>		News Report	Gloucester

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	DURATION & FREQUENCY OF OUTREACH	NAMES OF REGIONAL TV STATION(S)	BROADCAST AREA AND/OR RACIAL/ETHNIC IDENTIFICATION OF READERS/AUDIENCE
TARGETS ENTIRE HOUSING REGION 5			
<input type="checkbox"/>		3 KYW-TV CBS Broadcasting Inc.	
<input type="checkbox"/>		6 WPVI-TV American Broadcasting Companies, Inc (Walt Disney)	
<input type="checkbox"/>		10 WCAU NBC Telemundo License Co. (General Electric)	
<input type="checkbox"/>		12 WHYY-TV Whyy, Inc.	
<input type="checkbox"/>		17 WPHL-TV Tribune Company	
<input type="checkbox"/>		23 WNJS New Jersey Public Broadcasting Authority	
<input type="checkbox"/>		29 WTXF-TV Fox Television Stations, Inc. (News Corp.)	
<input type="checkbox"/>		35 WYBE Independence Public Media Of Philadelphia, Inc.	
<input type="checkbox"/>		48 WGTW-TV Trinity Broadcasting Network	
<input type="checkbox"/>		52 WNJT New Jersey Public Broadcasting Authority	
<input type="checkbox"/>		57 WPSG Cbs Broadcasting Inc.	
<input type="checkbox"/>		61 WPPX Paxson Communications License Company, Llc	
<input type="checkbox"/>		65 WUVP-TV Univision Communications, Inc.	
<input type="checkbox"/>		69 WFMZ-TV Maranatha Broadcasting Company, Inc.	

TARGETS PARTIAL HOUSING REGION 5			
<input type="checkbox"/>		2 WCBS-TV Cbs Broadcasting Inc.	Burlington
<input type="checkbox"/>		4 WNBC NBC Telemundo License Co. (General Electric)	Burlington
<input type="checkbox"/>		5 WNYW Fox Television Stations, Inc. (News Corp.)	Burlington
<input type="checkbox"/>		7 WABC-TV American Broadcasting Companies, Inc (Walt Disney)	Burlington
<input type="checkbox"/>		9 WWOR-TV Fox Television Stations, Inc. (News Corp.)	Burlington
<input type="checkbox"/>		11 WPIX Wpix, Inc. (Tribune)	Burlington
<input type="checkbox"/>		13 WNET Educational Broadcasting Corporation	Burlington
<input type="checkbox"/>		39 WLVT-TV Lehigh Valley Public Telecommunications Corp.	Burlington
<input type="checkbox"/>		58 WNJB New Jersey Public Broadcasting Authority	Burlington
<input type="checkbox"/>		38 WPHA-CA Commercial Broadcasting Corp.	Burlington, Camden
<input type="checkbox"/>		41 WNAI-LP Marcia Cohen	Burlington, Camden
<input type="checkbox"/>		60 WBPH-TV Sunshine Family Television Corp	Burlington, Camden
<input type="checkbox"/>		62 WWSI Hispanic Broadcasters of Philadelphia, Llc	Camden, Gloucester
	DURATION & FREQUENCY OF OUTREACH	NAMES OF CABLE PROVIDER(S)	BROADCAST AREA
TARGETS PARTIAL COAH REGION 5			
<input type="checkbox"/>		Comcast of Burlington County, Garden State, Gloucester County, South Jersey, Wildwood (Maple Shade System)	All Burlington, Camden, Gloucester
	DURATION & FREQUENCY OF OUTREACH	NAMES OF REGIONAL RADIO STATION(S)	BROADCAST AREA AND/OR RACIAL/ETHNIC IDENTIFICATION OF READERS/AUDIENCE
TARGETS ENTIRE HOUSING REGION 5			
AM			
<input type="checkbox"/>		WFIL 560	Christian
<input type="checkbox"/>		WIP 610	
<input type="checkbox"/>		WWJZ 640	
<input type="checkbox"/>		WTMR 800	

<input type="checkbox"/>		WWDB 860	
<input type="checkbox"/>		WPEN 950	
<input type="checkbox"/>		WNTD 990	
<input type="checkbox"/>		KYW 1060	
<input type="checkbox"/>		WPHT 1210	
<input type="checkbox"/>		WNWR 1540	
FM			
<input type="checkbox"/>		WXPB 88.5	
<input type="checkbox"/>		WRTI 90.1	
<input type="checkbox"/>		WHYY-FM 90.9	
<input type="checkbox"/>		WXTU 92.5	
<input type="checkbox"/>		WMMR 93.3	
<input type="checkbox"/>		WSTW 93.7	
<input type="checkbox"/>		WYSP 94.1	
<input type="checkbox"/>		WPST 94.5	
<input type="checkbox"/>		WBEN-FM 95.7	
<input type="checkbox"/>		WRDW-FM 96.5	
<input type="checkbox"/>		WUSL 98.9	
<input type="checkbox"/>		WJBR-FM 99.5	
<input type="checkbox"/>		WPHI-FM 100.3	
<input type="checkbox"/>		WBEB 101.1	
<input type="checkbox"/>		WIOQ 102.1	
<input type="checkbox"/>		WMGK 102.9	
<input type="checkbox"/>		WJJZ 106.1	
<input type="checkbox"/>		WKDN 106.9	Christian
<input type="checkbox"/>		WRNB 107.9	
TARGETS PARTIAL HOUSING REGION 5			
AM			
<input type="checkbox"/>		WOR 710	
<input type="checkbox"/>		WBUD 1260	
<input type="checkbox"/>		WIMG 1300	Black Gospel

<input type="checkbox"/>		WIFI 1460	Christian
<input type="checkbox"/>		WBCB 1490	
<input type="checkbox"/>		WPHY 920	
<input type="checkbox"/>		WURD 900	
<input type="checkbox"/>		WPHE 690	Latin
<input type="checkbox"/>		WNAP 1110	
<input type="checkbox"/>		WEMG 1310	Spanish
<input type="checkbox"/>		WHAT 1340	
<input type="checkbox"/>		WVCH 740	Christian
<input type="checkbox"/>		WDEL 1150	
<input type="checkbox"/>		WNJC 1360	
<input type="checkbox"/>		WDAS 1480	Black Gospel
FM			
<input type="checkbox"/>		WBZC 88.9	Burlington
<input type="checkbox"/>		WSJI 89.5	Burlington
<input type="checkbox"/>		WAWZ 99.1	Burlington (Christian)
<input type="checkbox"/>		WPPZ-FM 103.9	Burlington (Christian)
<input type="checkbox"/>		WKXW-FM 101.5	Burlington, Camden
<input type="checkbox"/>		WPRB 103.3	Burlington, Camden
<input checked="" type="checkbox"/>	At the start of Affirmative Marketing; ongoing as needed.	WOGL 98.1	Burlington, Camden, Gloucester
<input type="checkbox"/>		WDAS-FM 105.3	Burlington, Camden, Gloucester
<input type="checkbox"/>		WKDU 91.7	Camden
<input type="checkbox"/>		WGLS-FM 89.7	Gloucester
<input type="checkbox"/>		WVLT 92.1	Gloucester
<input type="checkbox"/>		WIXM 97.3	Gloucester
<input type="checkbox"/>		WSJO 104.9	Gloucester
3c. Other Publications (such as neighborhood newspapers, religious publications, and organizational newsletters) (Check all that applies)			
DURATION & FREQUENCY OF OUTREACH	NAME OF PUBLICATIONS	OUTREACH AREA	RACIAL/ETHNIC IDENTIFICATION OF READERS/AUDIENCE
TARGETS ENTIRE HOUSING REGION 5			

Weekly				
<input type="checkbox"/>		Al Dia	Philadelphia Area	Spanish-Language
X	At the start of Affirmative Marketing; ongoing as needed.	Nuestra Comunidad	Central/South Jersey	Spanish-Language
TARGETS PARTIAL HOUSING REGION 5				
Weekly				
<input type="checkbox"/>		El Hispano	Camden and Trenton areas	Spanish-Language
<input type="checkbox"/>		Ukrainian Weekly	New Jersey	Ukrainian community
3d. Employer Outreach (names of employers throughout the housing region that can be contacted to post advertisements and distribute flyers regarding available affordable housing) (Check all that applies)				
DURATION & FREQUENCY OF OUTREACH		NAME OF EMPLOYER/COMPANY	LOCATION	
Burlington County				
X	At the start of Affirmative Marketing; ongoing as needed.	Burlington County College	601 Pemberton Browns Mills Rd Pemberton	
X	At the start of Affirmative Marketing; ongoing as needed.	Our Lady of Lourdes Medical Center	218 Sunset Rd Willingboro, NJ	
X	At the start of Affirmative Marketing; ongoing as needed.	Medford Leas Continuing Care	1 Medford Leas Medford, NJ	
X	At the start of Affirmative Marketing; ongoing as needed.	Virtua Geriatric Care Management	523 Fellowship Rd Mt Laurel, NJ	
X	At the start of Affirmative Marketing; ongoing as needed.	Virtua Hospital, Mount Holly	Mount Holly, NJ	
X		Amazon – ABE8	309 Cedar Lane, Florence, NJ	
Camden County				
X	At the start of Affirmative Marketing; ongoing as needed.	Campbell Soup Company	Campbell Place Camden, NJ 08103-1701	
X	At the start of Affirmative Marketing; ongoing as needed.	Lockheed Martin	Federal, Camden, NJ 08102	
X	At the start of Affirmative Marketing; ongoing as needed.	Bancroft Neurohealth	1000 Atlantic Ave Camden, NJ 08102	
X	At the start of Affirmative Marketing; ongoing as needed.	Cooper Health System	One Cooper Plaza Camden, NJ 08102	
X	At the start of Affirmative Marketing; ongoing as needed.	L-3 Communications Systems	1 Federal Street, Camden, New Jersey, 08103	
X	At the start of Affirmative Marketing; ongoing as needed.	Towers Perrin	101 Woodcrest Rd, Cherry Hill, NJ	

X	At the start of Affirmative Marketing; ongoing as needed.	Arch Manufacturing & Sales Co.	1213 S 6th St, Camden, NJ
Gloucester County			
X	At the start of Affirmative Marketing; ongoing as needed.	Underwood Memorial Hospital	509 North Broad Street, Woodbury, NJ 08096
X	At the start of Affirmative Marketing; ongoing as needed.	Rowan University	201 Mullica Hill road Glassboro, NJ 08028
X	At the start of Affirmative Marketing; ongoing as needed.	Kennedy Memorial Hospital	435 Hurffville-Cross Keys Road, Turnersville NJ 08012
X	At the start of Affirmative Marketing; ongoing as needed.	U.S. Food Services	2255 High Hill Rd, Swedesboro, NJ & Swedesboro
X	At the start of Affirmative Marketing; ongoing as needed.	Direct Group	100 Berkeley Dr, Swedesboro, NJ and 800 Arlington Blvd, Swedesboro, NJ
X	At the start of Affirmative Marketing; ongoing as needed.	CompuCom Systems Inc.	1225 Forest Pkwy # 500, Paulsboro, NJ
X	At the start of Affirmative Marketing; ongoing as needed.	Missa Bay LLC	101 Arlington Blvd, Swedesboro, NJ and 2339 Center Square Rd, Swedesboro, NJ and 730 Veterans Dr, Swedesboro, NJ
X	At the start of Affirmative Marketing; ongoing as needed.	Sony Music	400 N Woodbury Rd, Pitman, NJ
X	At the start of Affirmative Marketing; ongoing as needed.	Delaware Valley Wholesale Florists	520 N. Mantua Boulevard Sewell, NJ 08080
X	At the start of Affirmative Marketing; ongoing as needed.	Valero Refining Co	800 Billingsport Rd, Paulsboro, NJ
X	At the start of Affirmative Marketing; ongoing as needed.	Electric Mobility	591 Mantua Blvd, Sewell, NJ
X	At the start of Affirmative Marketing; ongoing as needed.	Sunoco-Eagle Point Oil Refinery	US Highway 130 S & Highway 295, Westville, NJ
X	At the start of Affirmative Marketing; ongoing as needed.	Heritage's Dairy Stores	376 Jessup Road Thorofare, NJ 08086
X	At the start of Affirmative Marketing; ongoing as needed.	Cornell & Company	224 Cornell Ln, Westville, NJ
X	At the start of Affirmative Marketing; ongoing as needed.	Exxon Mobil Research & Engineering Co	800 Billingsport Rd, Paulsboro, NJ
3e. Community Contacts (names of community groups/organizations throughout the housing region that can be contacted to post advertisements and distribute flyers regarding available affordable housing) These community contacts will be directly notified of any affordable housing units in the Township become available.			
Name of Group/Organization	Outreach Area	Racial/Ethnic Identification of Readers/Audience	Duration & Frequency of Outreach
Habitat for Humanity of Burlington County	Burlington County		Quarterly


Burlington County Board of Realtors	Burlington County		Quarterly
Camden County Board of Realtors	Camden County		Quarterly
Gloucester County Board of Realtors	Gloucester County		Quarterly
Burlington County Board of Social Services	Burlington County		Quarterly
Gloucester County Division of Social Services	Gloucester County		Quarterly
Camden County Board of Social Services	Camden County		Quarterly
Burlington County Office on Aging	Burlington County		Quarterly
Camden County Division of Senior Services	Camden County		Quarterly
Gloucester County Division of Senior Services	Gloucester County		Quarterly
Burlington County Housing Authority	Burlington County		Quarterly
Housing Authority of Gloucester County	Gloucester County		Quarterly
3f. These community and regional organizations shall be provided notice of all affordable housing units.			
Fair Share Housing Center (FSHC)	The Region		Quarterly
New Jersey State Conference of the NAACP	The Region		Quarterly
Southern Burlington County Branch of the NAACP	Burlington County		Quarterly
Willingboro NAACP	Burlington County		Quarterly
Latino Action Network	The Region		Quarterly
Moorestown Ecumenical Neighborhood Development (MEND)	The Region		Quarterly
Lutheran Social Ministries of New Jersey (LSM)	The Region		Quarterly
Camden County Council on Economic Opportunity	Camden County		Quarterly
Burlington County Community Action Program (BCCAP)	Burlington County		Quarterly and ongoing referral as a HUD Counseling Agency.

IV. APPLICATIONS

Applications for affordable housing for the above units will be available at the following locations:		
4a. County Administration Buildings and/or Libraries for all counties in the housing region (list county building, address, contact person) (Check all that applies)		
	BUILDING	LOCATION
X	Burlington County Library Headquarters	5 Pioneer Boulevard, Westampton, NJ 08060
X	Burlington County Office Building	49 Rancocas Rd, Mount Holly NJ 08060 (609)265-5000

X	Camden Court House Square	520 Market St, Camden NJ 08102-1375 (856)225-5000
X	Gloucester County Court House	1 N. Broad Street, Woodbury, NJ 08096 (856)853-3390
4b. Municipality in which the units are located (list municipal building and municipal library, address, contact person)		
<p>Florence Township Municipal Building Nancy Erlston, RMC – Clerk 711 Broad Street Florence, NJ 08518</p> <p>Riverton Free Library 306 Main Street Riverton, NJ 08077</p> <p>Bordentown Free Library 18 East Union Street Bordentown, NJ</p>		
4c. Sales/Rental Office for units (if applicable)		

V. CERTIFICATIONS AND ENDORSEMENTS

I hereby certify that the above information is true and correct to the best of my knowledge. I understand that knowingly falsifying the information contained herein may affect the Judgement of Repose.	
Kendra Lelie, PP, AICP	
Name (Type or Print)	
COAH Planning Consultant / Florence Township	
Title/Municipality	
Signature	
	March 28, 2018 Date

**TOWNSHIP OF FLORENCE
COUNTY OF BURLINGTON
RESOLUTION NO. 2018-117**

**A RESOLUTION OF THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF
FLORENCE APPROVING THE AFFIRMATIVE MARKETING PLAN OF THE
TOWNSHIP'S 2018 HOUSING ELEMENT AND FAIR SHARE PLAN**

WHEREAS, on December 21, 2017, the Honorable John E. Harrington, P.J. Cv, issued a Court Order approving a Settlement Agreement ("Agreement") between the Township and Fair Share Housing Center ("FSHC") that established the Township's fair share obligation and preliminarily approved the Township's compliance mechanisms; and

WHEREAS, on April 24, 2018 the Planning Board of the Township of Florence ("Planning Board") adopted the Township's 2018 Third Round Housing Element and Fair Share Plan ("Plan"), addressing the Township's prior round obligation, third round obligation, and rehabilitation share as established in the Agreement; and

WHEREAS, the Township Council endorsed the Plan on May 2, 2018 at a properly-noticed public meeting; and

WHEREAS, the adopted and endorsed Plan includes an Affirmative Marketing Plan component, as required by the Council on Affordable Housing's ("COAH") rules at N.J.A.C. 5:93-11, which is designed to attract renters of all majority and minority groups, regardless of race, creed, color, national origin, ancestry, marital or familial status, gender, affectional or sexual orientation, disability, age or number of children to the affordable units located in the Township; and

WHEREAS, the community contacts listed in the Affirmative Marketing Plan will be directly notified of any affordable housing units when those units in the Township become available; and

WHEREAS, the Affirmative Marketing Plan was prepared in accordance with COAH's rules, the Uniform Housing Affordability Controls at N.J.A.C. 5:80-26.1, and the Court-approved Settlement Agreement with FSHC.

NOW THEREFORE, BE IT RESOLVED the Township Council of the Township of Florence, Burlington County, State of New Jersey, hereby approves the Affirmative Marketing Plan component of the Housing Element and Fair Share Plan.

I, NANCY L. ERLSTON, Clerk of the Township of Florence, County of Burlington, State of New Jersey, do hereby certify that the foregoing is a true copy of a Resolution approved by the Township Council at a meeting held on May 2, 2018.



Nancy L. Erlston, RMC
Township Clerk

EXHIBIT L

Prior Round: Roebling Arms Documentation

Capital Advance Program
Instructions for the Preparation of
Mortgage, Deed of Trust,
or Security Deed

U.S. Department of Housing
and Urban Development
Office of Housing
Federal Housing Commissioner

Prepared by: Philip Wolf, Esq.
Proj. Name: MSA-IV
Proj. No. 035-HD006
OMB Approval No. 2502-0470 (exp. 12/31/93)

Under Section 202 of the Housing Act of 1959 or Section 811 of the National Affordable Housing Act

Public Reporting Burden for this collection of information is estimated to average 6.0 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Reports Management Officer, Office of Information Policies and Systems, U.S. Department of Housing and Urban Development, Washington, D.C. 20410-3600 and to the Office of Management and Budget, Paperwork Reduction Project (2502-0470), Washington, D.C. 20503. Do not send this completed form to either of these addresses.

Use the current FHA corporate mortgage, deed of trust, or security deed form applicable to the jurisdiction in which the mortgage premises are located to prepare the Section 202 or Section 811 mortgage, deed of trust or security deed.

Appropriate modifications will be needed to show that the Secretary of Housing and Urban Development is making a capital advance rather than insuring a loan and to delete all references to mortgage insurance. A sample form is shown below and on the following pages showing these changes and others (note especially paragraphs 10, 19 and 20) pertinent to the special features of the Section 202 or Section 811 program.

Sample Mortgage Form:

This Indenture, made this 26th day of September, 19 97, between MSAA HOUSING FOR INDEPENDENT LIVING, INC.
706 HADDONFIELD RD., CHERRY HILL, NJ 08002 - A NOT FOR PROFIT CORPORATION, HEREIN AFTER
organized and existing under the laws of NEW JERSEY, a corporation
and the United States of America acting by and through the Secretary of Housing and Urban Development, hereinafter referred to as Mortgagee.

Witnesseth: That whereas the Mortgagor is justly indebted to the Mortgagee in the principal (capital advance amount) sum of TWO MILLION, FIFTY-FOUR THOUSAND, NINE HUNDRED----- Dollars (\$ 2,054,900.00), evidenced by its note of even date herewith, said principal being payable provided in said note with a final maturity of 9/26/2038, which note is identified as being secured hereby by a certificate thereon. Said note and all of its terms are incorporated herein by reference and this conveyance shall secure any and all extensions thereof, however evidenced.

Now, Therefore, the said Mortgagor, for the better securing of the payment of the said principal sum of money and the performance of the covenants and agreements herein contained, does by these presents Convey, Mortgage, and Warrant unto the Mortgagee, successors or assigns, the following described real estate situate, lying, and being in the TOWNSHIP OF FLORENCE

in the County of BURLINGTON, and the State of NEW JERSEY
to wit:
SEE SCHEDULE "A" ATTACHED (LEGAL DESCRIPTION)

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, and the rents, issues, and profits thereof; and all apparatus and fixtures of every kind in, or that may be placed in, any building now or hereafter standing on said land, and also all the estate, right, title, and interest of the said Mortgagor in and to said premises; including but not limited to all gas and electric fixtures; all radiators, heaters, furnaces, heating equipment, steam and hot-water boilers, stoves and ranges; all elevators and motors; all bathtubs, sinks, water closets, basins, pipes, faucets, and other plumbing fixtures; all mantels and cabinets; all refrigerating plants and refrigerators, whether mechanical or otherwise; all cooking apparatus; all furniture, shades, awnings, blinds, and other furnishings; all of which apparatus, fixtures, and equipment, whether affixed to the realty or not, shall be considered real estate for the purposes hereof; and including all furnishings now or hereafter attached to or used in and about the building or buildings now erected or hereafter to be erected on the lands herein described which are necessary to the complete and comfortable use and occupancy of such building or buildings for the purposes for which they are or are to be erected, and all renewals or replacements thereof or articles substitution thereof; together with all building materials and equipment now or hereafter delivered to said premises and intended to be installed therein;

To Have And To Hold the above-described premises, with the appurtenances and fixtures, unto the said Mortgagee, successors and assigns, forever, for the purposes and uses herein set forth.

And Said Mortgagee covenants and agrees:

1. That it will pay the Mortgage Note at the times and in the manner provided therein;
2. That it will not permit or suffer the use of any of the property for any purpose other than the use for which the same was intended at the time this Mortgage was executed;
3. That the Regulatory Agreement, executed by the Mortgagor and the Secretary of Housing and Urban Development, which is being recorded simultaneously herewith, is incorporated in and made a part of this Mortgage. Upon default under the Regulatory Agreement, the Mortgagee, at his/her option, may declare the whole indebtedness secured to be due and payable;
4. That all rents, profits and income from the property covered by this Mortgage are hereby assigned to the Mortgagee for the purpose of

discharging the debt hereby secured. Per [redacted] on is hereby given to Mortgagee so long as no default exists hereunder, to collect such rents, profits and income for use in accordance with the provisions of the Regulatory Agreement;

5. That upon default hereunder Mortgagee shall be entitled to the appointment of a receiver by any court having jurisdiction, without notice, to take possession and protect the property described herein and operate same and collect the rents, profits and income therefrom;

6. That at the option of the Mortgagee the principal balance secured hereby may be adjusted on terms acceptable to the Mortgagee if partial prepayment results from an award in condemnation in accordance with provisions of paragraph 8 herein, or from an insurance payment made in accordance with provisions of paragraph 7 herein, where there is a resulting loss of project income;

7. That the Mortgagee will keep the improvements now existing or hereafter erected on the mortgaged property insured against loss by fire and such other hazards, casualties, and contingencies, as may be stipulated by the Mortgagee, and all such insurance shall be evidenced by standard Fire and Extended Coverage Insurance policy or policies, in amounts not less than necessary to comply with the applicable Coinsurance Clause percentage, but in no event shall the amounts of coverage be less than eighty per centum (80%) of the insurable values or not less than the principal sum of the Mortgage, whichever is the lesser, and in default thereof the Mortgagee shall have the right to effect insurance. Such policies shall be endorsed with standard Mortgagee Clause with loss payable to the Mortgagee, as interest may appear, and shall be deposited with the Mortgagee;

That if the premises covered hereby, or any part thereof shall be damaged by fire or other hazard against which insurance is held as hereinabove provided, the amounts paid by any insurance company, to the extent of the principal sum remaining, shall be paid to the Mortgagee, and, at his/her option, may be applied to the debt or released for the repairing or rebuilding of the premises;

8. That all awards of damages in connection with any condemnation for public use or injury to any of said property are hereby assigned and shall be paid to Mortgagee, and Mortgagee is hereby authorized, in the name of Mortgagee, to execute and deliver valid acquittance thereof and to appeal from any such award;

9. That it is lawfully seized and possessed of said real estate in fee simple and has good right to convey same;

10. To keep said premises in good repair, and not to do, or permit to be done, upon said premises, anything that may impair the value thereof, or of the security intended to be effected by virtue of this instrument; that it will not make any structural alterations to the building without the written consent of the Mortgagee; to pay to the Mortgagee, or deposit in an escrow account acceptable to the Mortgagee, as herein-after provided, until the final maturity date, a sum sufficient to pay all taxes and special assessments that heretofore or hereafter may be lawfully levied, assessed or imposed by any taxing body upon the said land, or upon the Mortgagee or Mortgagee on account of the ownership thereof to the extent that provision has not been made by the Mortgagee for the payment of such taxes and special assessments as hereinafter provided in subparagraph 17;

11. In case of the refusal or neglect of the Mortgagee to make such payments, or to satisfy any prior lien or encumbrances, or to keep said premises in good repair, the Mortgagee may pay such taxes, assessments, and insurance premiums, when due, and may make such repairs to the property herein mortgaged as in the Mortgagee's discretion he/she may deem necessary for the proper preservation thereof, and any moneys so paid or expended shall become so much additional indebtedness, secured by this Mortgagee, to be paid out of the proceeds of the sale of the mortgaged premises, if not otherwise paid by the Mortgagee, and shall bear interest at the rate to be specified by the Mortgagee from the date of advance until paid, and shall be due and

payable on demand;

12. It is expressly provided, however (all other provisions of this Mortgage to the contrary notwithstanding), that the Mortgagee shall not be required nor shall he/she have the right to pay, discharge, or remove any tax, assessment, or tax lien upon or against the premises described herein or any part thereof or the improvements situated thereon, so long as the Mortgagee shall, in good faith, contest the same or the validity thereof by appropriate legal proceedings brought in a court of competent jurisdiction, which shall operate to prevent the collection of the tax, assessments, or lien so contested and the sale or forfeiture of the said premises or any part thereof to satisfy the same, but in the event of a tax contest, the Mortgagee shall deposit with the Mortgagee an amount estimated by the Mortgagee sufficient to satisfy all taxes, penalties, interest, and costs which may reasonably accrue during such contest;

13. That it will not voluntarily create or permit to be created against the property subject to this Mortgage any lien or liens inferior or superior to the lien of this Mortgage and further that it will keep and maintain the same free from the claim of all persons supplying labor or materials which will enter into the construction of any all buildings now being erected or to be erected on said premises;

14. That the improvements about to be made upon the premises above described and all plans and specifications comply with all municipal ordinances and regulations made or promulgated by lawful authority, and that the same will upon completion comply with all such municipal ordinances and regulations and with the rules of applicable fire rating or inspection organization, bureau, association, or office. In the event the Mortgagee shall at any time fail to comply with such rules, regulations, and ordinances which are now or may hereafter become applicable to the premises above described, after due notice and demand by the Mortgagee, thereupon the principal sum and all arrears of interest and other charges provided for herein, shall at the option of the Mortgagee become due and payable;

15. The Mortgagee covenants and agrees that so long as this Mortgage and the said note secured hereby are outstanding, it will not execute or file for record any instrument which imposes a restriction upon the sale or occupancy of the mortgaged property on the basis of race, color, national origin, sex, familial status, handicap, age, or creed, unless permitted by the Housing Act of 1959 or the National Affordable Housing Act and the HUD regulations promulgated thereunder.

16. That the funds to be advanced herein are to be used in the construction of certain improvements on the lands herein described, in accordance with a Capital Advance Agreement between the Mortgagee and

Mortgagee dated September 16, 1997, as such Capital Advance Agreement (except such part or parts thereof as may be inconsistent therewith) is incorporated herein by reference to the same extent and effect as if fully set forth and made a part of this Mortgage; and if the construction of the improvements to be made pursuant to said Capital Advance Agreement shall not be carried out with reasonable diligence, or shall be discontinued at any time for an reason other than strikes or lock-outs, the Mortgagee, after due notice to the Mortgagee or any subsequent owner, is hereby invested with full and complete authority to enter upon said premises, employ watchmen to protect such improvements from depredation or injury and preserve and protect the personal property therein, and to continue ar and all outstanding contracts for the erection and completion of sa buildings, to make and enter into any contracts and obligation wherever necessary, either in his/her own name or in the name of t Mortgagee, and to pay and discharge all debts, obligations, a liabilities incurred thereby. All such sums so advanced by the Mortgagee (exclusive of portions of the principal of the indebtedness secured thereby) shall be additionally secured by this Mortgage a shall be due and payable on demand with interest at the rate to specified by the Mortgagee. The principal sum and other charges provided for herein shall, at the option of the Mortgagee or holder of this Mortgage and the note securing the same, become due and paya

- on the failure of the Mortgagor to keep and perform any of the covenants, conditions, and agreements of a Capital Advance Agreement. This covenant shall be terminated upon completion of the improvements to the satisfaction of the Mortgagee and the making of the final payment as provided in said Capital Advance Agreement;
17. The Mortgagor, will pay to the Mortgagee as required, until the final maturity date, a sum equal to the ground rents, if any, and the taxes and special assessments next due on the premises covered by the Mortgage, plus the premiums that will next become due and payable on policies of fire and other property insurance covering the premises covered hereby, plus water rates, taxes, and assessments next due on the premises covered hereby (all as estimated by the Mortgagee) less all sums already paid therefor divided by the number of months to elapse before one (1) month prior to the date when such ground rents, premiums, water rates, taxes and special assessments shall become due.
18. Any excess funds accumulated under the preceding paragraph remaining after payment of the items therein mentioned shall be credited to subsequent payments of the same nature required thereunder; but if any such item shall exceed the estimate therefor the Mortgagor shall without demand forthwith make good the deficiency. Failure to do so before the due date of such item shall be a default hereunder. If the property is sold under foreclosure or is otherwise acquired by the Mortgagee after default, any remaining balance of the accumulations under the preceding paragraph shall be credited to the principal of the Mortgage as of the date of commencement of foreclosure proceedings or as of the date the property is otherwise acquired; and
19. That the Mortgagee shall have the right to inspect the mortgaged premises at any reasonable time.
20. That so long as the Mortgage and Note secured hereby are outstanding, it will not (a) rent dwelling accommodations in the mortgaged premises in excess of the rates approved by the Mortgagee or for periods of less than one month; (b) rent the premises as an entirety; (c) rent the premises or any part thereof to any persons for the purpose of subleasing; (d) rent the premises or permit its use for hotel or transient purposes; (e) require of any tenant as a condition of occupancy life-lease contracts, fees or other payments over and above those for rents, utilities, and collateral services.
21. In The Event of default in making any payment provided for herein or in the note secured hereby for a period of thirty (30) days after the due date thereof, or in case of a breach of any other covenant herein stipulated, then the whole of said principal sum shall, at the election of the Mortgagee, without notice, become immediately due and payable, in which event the Mortgagee shall have the right immediately to foreclose this Mortgage;
22. And In Case Of foreclosure of this Mortgage by said Mortgagee in any court of law, equity, a reasonable sum shall be allowed for the solicitor's fees of the complainant, not to exceed in any case five percentum (5%) of the amount of the principal indebtedness found to be due, and the stenographer's fees of the complainant in such proceeding, and costs of minutes of foreclosure, master's fees, and all other costs of suit, and also for all outlays of documentary evidence and the cost of a complete abstract of title for the purpose of such foreclosure; and in case of any other suit, or legal proceeding, instituted by the Mortgagee to enforce the provisions of this Mortgage or in case of any suit or legal proceeding wherein the Mortgagee shall be made a party thereto by reason of this Mortgage, its costs and expenses, and the reasonable fees and charges of the attorneys or solicitors of the Mortgagee, so made parties, for services in such suit or proceedings, shall be further lien and charge upon said premises under this Mortgage, and all such expenses shall become so much additional indebtedness secured hereby and be allowed in any decree foreclosing this Mortgage;
23. And There Shall Be Included in any decree foreclosing this Mortgage and be paid out of the proceeds of any sale made in pursuance of any such decree: (1) All the costs of such suit or suits, advertising, sale, and conveyance, including attorney's, solicitors', and stenographers' fees, outlays for documentary evidence and cost of said abstract and examination of title; (2) All the moneys advanced by the Mortgagee, if any, for any purpose authorized in the mortgage, with interest on such advances at the rate specified by the Mortgagee, from the time such advances are made; (3) All the accrued interest remaining unpaid on the indebtedness hereby secured; (4) All the said principal sum. The over-plus of the proceeds of sale, if any, shall then be paid as the court may direct;
24. A Reconveyance of said premises shall be made by the Mortgagee to the Mortgagor on full payment of the indebtedness aforesaid, the performance of the covenants and agreements herein made the Mortgagor, and the payment of the sums owed under the terms of the said note.
25. It Is Expressly Agreed that no extension of the time for payment of the debt hereby secured given by the Mortgagee to any successor in interest of the Mortgagor shall operate to release, in any manner, the original liability of the Mortgagor;
26. The Mortgagor hereby waives any and all rights of redemption from sale under any order or decree of foreclosure of this Mortgage on its own behalf and on behalf of each and every person except decree or judgment creditors of the Mortgagor acquiring any interest in or title to the premises subsequent to the date of this Mortgage;
27. The Covenants Herein Contained shall bind, and the benefits and advantages shall inure to, the successors and assigns of the respective parties hereto. Wherever used, the singular number shall be plural, the plural the singular, and the use of any gender shall be applicable to all genders.

In Witness Whereof, the Mortgagor has caused its corporate seal to be hereunto affixed and these presents to be signed by its President

and attested by its Secretary
on the day and year first above written, pursuant to authority given by resolution duly passed by Board of Trustees
of said corporation.

(Corporate Seal)

By John G. Hodson, President

Attest: Catherine Samsonavicius, Secretary

State of New Jersey

County of Essex

I, Beverly A. Nahel, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that John G. Hodson and Catherine Samsonavicius, personally known to me to be the same persons whose names are respectively as President and Secretary of MSAA HOUSING FOR INDEPENDENT LIVING, INC., subscribed to the foregoing instrument, appeared before me in person and severally acknowledged that they, being thereunto duly authorized, signed, sealed with corporate seal, and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 21st day of September, 19 97

[Seal]

Beverly A. Nahel
Notary Public

My commission expires 11-7-2001

BEVERLY A. NAHEL
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES 11-7-2001

SCHEDULE A

ALL that certain land and premises situate in the Township of Florence, County of Burlington and the State of New Jersey, bounded and described as follows:

BEGINNING at a point in the Southerly sideline of Hornberger Avenue (66 feet wide), said point being a total distance of 550.60 feet from the Westerly sideline of Sixth Avenue (60 feet wide) and running from said beginning point

(1) South 83 degrees 25 minutes 10 seconds East along the Southerly sideline of Hornberger Avenue, 124.27 feet to a point; thence

(2) South 89 degrees 00 minutes 00 seconds East along the Southerly sideline of Hornberger Avenue, 26.33 feet to a point corner to Lot 2.04, Block 122; thence

(3) South 01 degrees 00 minutes 00 seconds West along the Westerly sideline of Lot 2.04, Block 122, 65.00 feet to a point corner to Lot 2.04, Block 122; thence

(4) South 89 degrees 00 minutes 00 seconds East along the Southerly sideline of Lot 2.04, Block 122, 215.00 feet to a point in the Westerly sideline of Lot 2.01, Block 122; thence

(5) South 01 degrees 00 minutes 00 seconds West along the Westerly sideline of Lot 2.01, Block 122, 200.00 feet to a point in the Northerly sideline of Lot 2.02, Block 122; thence

(6) North 88 degrees 06 minutes 34 seconds West along the Northerly sideline of Lot 2.02, Block 122, 365.06 feet to a point corner to Lot 5, Block 122; thence

(7) North 01 degrees 00 minutes 00 seconds East along the Easterly sideline of Lot 5, Block 122, 271.41 feet to the point and place of beginning.

BEING known as Lot 2.03, Block 122, as shown on the Township of Florence Tax Map.

COMMONLY known as Hornberger Avenue.

Capital Advance Program Mortgage Note

U.S. Department of Housing
and Urban Development
Office of Housing
Federal Housing Commissioner

Project Name: MSA-IV
Project No: 035-HD006

Supportive Housing under Section 202 of the Housing Act of 1959 or Section 811 of the National Affordable Housing Act of 1990

Project Number 035-HD-006	Project Name MSA-IV
Location HORNBERGER AVENUE, DLORENCE TOWNSHIP, N.J.	Date 9/26/97
\$ 2,054,900.00 (Maximum)	Maturity Date September 26, 2038

For Value Received, the undersigned Owner promises to pay to the order of the Secretary of Housing and Urban Development (HUD) maximum principal sum of TWO MILLION, FIFTY-FOUR THOUSAND, NINE HUNDRED Dollars (\$ 2,054,900.00) or such lesser amount as shall be endorsed on this instrument by HUD. This Note shall bear no interest and repayment is not required so long as the housing remains available for very low-income elderly persons or very low-income persons with disabilities (whichever is applicable in accordance with Section 202 of the Housing Act 1959 or Section 811 of the National Affordable Housing Act of 1990 (whichever applicable), the Regulatory Agreement and Regulations.

The debt evidenced by this Note may not be prepaid prior to the maturity date hereof without the prior written approval of HUD.

Provided that (1) the housing has remained available for occupancy by eligible families until the maturity date of the Note, and (2) the Note has not otherwise become due and payable by reason of defaults under the Note, Mortgage or Regulatory Agreement, on that date the Note shall be deemed to be paid and discharged.

If default be made by the Owner under the terms of this Note, Mortgage, the Regulatory Agreement or the Regulations, at the option of the holder of this Note, the entire principal sum shall at once become due and payable without notice. Interest per annum at a rate equal to

7.25%

, shall be payable on demand with respect to the payment of principal upon default. Failure to exercise this option shall not constitute a waiver of the right to exercise the same in the event of any subsequent default. In the event of default if payment is collected by an attorney at law, the undersigned hereby agrees to pay all costs of collection including reasonable attorney's fees.

All parties of this Note hereby waive presentment for payment, demand, protest, notice of protest, and notice of dishonor.

In Witness Whereof, the Owner Corporation named below has caused this Note to be executed in its named and under its corporate seal by its duly authorized officers as the date shown above.

Corporate Seal:	(Name of Owner Corporation) MSA HOUSING FOR INDEPENDENT LIVING, INC.
	By (President) JOHN G. HODSON
	Attest: By (Secretary) CATHERINE SAMSONAVICIUS

I hereby certify that this is the Note described in and secured by a mortgage (deed of trust) and use agreement of even date herewith and in the same principal amount is herein stated on real estate in the County of BURLINGTON, State of NEW JERSEY. Dated this 20 day of September, 1997.

Notary Public:	My commission expires: <u>DEVERLY A. NAHILL</u> CLERK PUBLIC OF NEW JERSEY EXPIRES NOV 7, 2001
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Endorsement for the Reduction of Principal:

The face amount of the within Note is hereby reduced to the principal sum of _____ Dollars (\$ _____).

By (Authorized Agent)

The Secretary of Housing and Urban Development

Council on Affordable Housing

Unit Information - New Construction

FLORENCE TWP,BURLINGTON

Project Name: Roebling Arms -- Project ID: 3320

Unit Address	Blk/Lot/ Qual/Unit	Building Permit Complete Date	C.O. Num/ Date	Initial Sale or Retail Sale	% of Afford- ability	Municipal Subsidy	Effect. Date of Afford- ability Controls	Sale/ Transfer Date	Per- Petual Flag	Length of Afford- ability Controls	Date Afford- ability Controls Removed	Completed/ Credit worthy	Unit Categories	Unit Flags
1340 Hornberger Ave.	B: 122-; L: 2-03; Q: ; Unit: 102		11/02/98	\$0.00	0%	\$0.00	11/02/98		N	40		1/1	Low Income Efficiency Accessible Spec Needs Units Non-Age Rental	
1340 Hornberger Ave.	B: 122-; L: 2-03; Q: ; Unit: 100		11/02/98	\$0.00	0%	\$0.00	11/02/98		N	40		1/1	Rental Low Income Efficiency Accessible Spec Needs Units Non-Age	

Council on Affordable Housing
Unit Information - New Construction
FLORENCE TWP,BURLINGTON

Project Name: Roebling Arms -- Project ID: 3320

Unit Address	Blk/Lot/ Qual/Unit	Building Permit Complete Date	C.O. Num/ Date	Initial Sale or Retail Sale	% of Afford- ability	Municipal Subsidy	Effect. Date of Afford- ability Controls	Sale/ Transfer Date	Per- Petual Flag	Length of Afford- ability Controls	Date Afford- ability Controls Removed	Completed/ Credit worthy	Unit Categories	Unit Flags
1340 Hornberger Ave.	B: 122-; L: 2-03; Q: ; Unit: 112		11/02/98	\$0.00	0%	\$0.00	11/02/98		N	40		1/1	Spec Needs Units Non-Age Low Income Rental Efficiency Accessible	
1340 Hornberger Ave.	B: 122-; L: 2-03; Q: ; Unit: 200		11/02/98	\$0.00	0%	\$0.00	11/02/98		N	40		1/1	Rental Spec Needs Units Non-Age Low Income Efficiency Accessible	

Council on Affordable Housing
Unit Information - New Construction
FLORENCE TWP,BURLINGTON

Project Name: Roebling Arms -- Project ID: 3320

Unit Address	Blk/Lot/ Qual/Unit	Building Permit Complete Date	C.O. Num/ Date	Initial Sale or Retail Sale	% of Afford- ability	Municipal Subsidy	Effect. Date of Afford- ability Controls	Sale/ Transfer Date	Per- Petual Flag	Length of Afford- ability Controls	Date Afford- ability Controls Removed	Completed/ Credit worthy	Unit Categories	Unit Flags
1340 Hornberger Ave.	B: 122-; L: 2-03; Q: ; Unit: 104		11/02/98	\$0.00	0%	\$0.00	11/02/98		N	40		1/1	Rental Low Income Spec Needs Units Non-Age Accessible 1 Bedroom	
1340 Hornberger Ave.	B: 122-; L: 2-03; Q: ; Unit: 105		11/02/98	\$0.00	0%	\$0.00	11/02/98		N	40		1/1	Low Income Rental Spec Needs Units Non-Age Accessible 1 Bedroom	

Council on Affordable Housing
Unit Information - New Construction
FLORENCE TWP,BURLINGTON

Project Name: Roebling Arms -- Project ID: 3320

Unit Address	Blk/Lot/ Qual/Unit	Building Permit Complete Date	C.O. Num/ Date	Initial Sale or Retail Sale	% of Afford- ability	Municipal Subsidy	Effect. Date of Afford- ability Controls	Sale/ Transfer Date	Per- Petual Flag	Length of Afford- ability Controls	Date Afford- ability Controls Removed	Completed/ Credit worthy	Unit Categories	Unit Flags
1340 Hornberger Ave.	B: 122-; L: 2-03; Q: ; Unit: 107		11/02/98	\$0.00	0%	\$0.00	11/02/98		N	40		1/1	Spec Needs Units Non-Age Rental Low Income Accessible 1 Bedroom	
1340 Hornberger Ave.	B: 122-; L: 2-03; Q: ; Unit: 108		11/02/98	\$0.00	0%	\$0.00	11/02/98		N	40		1/1	Low Income Rental Spec Needs Units Non-Age Accessible 1 Bedroom	

Council on Affordable Housing
Unit Information - New Construction
FLORENCE TWP,BURLINGTON

Project Name: Roebling Arms -- Project ID: 3320

Unit Address	Blk/Lot/ Qual/Unit	Building Permit Complete Date	C.O. Num/ Date	Initial Sale or Retail Sale	% of Afford- ability	Municipal Subsidy	Effect. Date of Afford- ability Controls	Sale/ Transfer Date	Per- Petual Flag	Length of Afford- ability Controls	Date Afford- ability Controls Removed	Completed/ Credit worthy	Unit Categories	Unit Flags
1340 Hornberger Ave.	B: 122-; L: 2-03; Q: ; Unit: 109		11/02/98	\$0.00	0%	\$0.00	11/02/98		N	40		1/1	Low Income Rental Spec Needs Units Non-Age Accessible 1 Bedroom	
1340 Hornberger Ave.	B: 122-; L: 2-03; Q: ; Unit: 111		11/02/98	\$0.00	0%	\$0.00	11/02/98		N	40		1/1	Low Income Rental Spec Needs Units Non-Age Accessible 1 Bedroom	

Council on Affordable Housing
Unit Information - New Construction
FLORENCE TWP,BURLINGTON

Project Name: Roebling Arms -- Project ID: 3320

Unit Address	Blk/Lot/ Qual/Unit	Building Permit Complete Date	C.O. Num/ Date	Initial Sale or Retail Sale	% of Afford- ability	Municipal Subsidy	Effect. Date of Afford- ability Controls	Sale/ Transfer Date	Per- Petual Flag	Length of Afford- ability Controls	Date Afford- ability Controls Removed	Completed/ Credit worthy	Unit Categories	Unit Flags
1340 Hornberger Ave.	B: 122-; L: 2-03; Q: ; Unit: 201		11/02/98	\$0.00	0%	\$0.00	11/02/98		N	40		1/1	Low Income Rental Spec Needs Units Non-Age Accessible 1 Bedroom	
1340 Hornberger Ave.	B: 122-; L: 2-03; Q: ; Unit: 203		11/02/98	\$0.00	0%	\$0.00	11/02/98		N	40		1/1	Low Income Rental Spec Needs Units Non-Age Accessible 1 Bedroom	

Council on Affordable Housing
Unit Information - New Construction
FLORENCE TWP,BURLINGTON

Project Name: Roebling Arms -- Project ID: 3320

Unit Address	Blk/Lot/ Qual/Unit	Building Permit Complete Date	C.O. Num/ Date	Initial Sale or Retail Sale	% of Afford- ability	Municipal Subsidy	Effect. Date of Afford- ability Controls	Sale/ Transfer Date	Per- Petual Flag	Length of Afford- ability Controls	Date Afford- ability Controls Removed	Completed/ Credit worthy	Unit Categories	Unit Flags
1340 Hornberger Ave.	B: 122-; L: 2-03; Q: ; Unit: 204		11/02/98	\$0.00	0%	\$0.00	11/02/98		N	40		1/1	Low Income Rental Spec Needs Units Non-Age Accessible 1 Bedroom	
1340 Hornberger Ave.	B: 122-; L: 2-03; Q: ; Unit: 205		11/02/98	\$0.00	0%	\$0.00	11/02/98		N	40		1/1	Spec Needs Units Non-Age Low Income Rental Accessible 1 Bedroom	

Council on Affordable Housing
Unit Information - New Construction
FLORENCE TWP,BURLINGTON

Project Name: Roebling Arms -- Project ID: 3320

Unit Address	Blk/Lot/ Qual/Unit	Building Permit Complete Date	C.O. Num/ Date	Initial Sale or Retail Sale	% of Afford- ability	Municipal Subsidy	Effect. Date of Afford- ability Controls	Sale/ Transfer Date	Per- Petual Flag	Length of Afford- ability Controls	Date Afford- ability Controls Removed	Completed/ Credit worthy	Unit Categories	Unit Flags
1340 Hornberger Ave.	B: 122-; L: 2-03; Q: ; Unit: 207		11/02/98	\$0.00	0%	\$0.00	11/02/98		N	40		1/1	Low Income	
													Rental	
													Spec Needs Units Non-Age	
													Accessible	
1340 Hornberger Ave.	B: 122-; L: 2-03; Q: ; Unit: 208		11/02/98	\$0.00	0%	\$0.00	11/02/98		N	40		1/1	Low Income	
													Rental	
													Spec Needs Units Non-Age	
													Accessible	
													1 Bedroom	

Council on Affordable Housing
Unit Information - New Construction
FLORENCE TWP,BURLINGTON

Project Name: Roebling Arms -- Project ID: 3320

Unit Address	Blk/Lot/ Qual/Unit	Building Permit Complete Date	C.O. Num/ Date	Initial Sale or Retail Sale	% of Afford- ability	Municipal Subsidy	Effect. Date of Afford- ability Controls	Sale/ Transfer Date	Per- Petual Flag	Length of Afford- ability Controls	Date Afford- ability Controls Removed	Completed/ Credit worthy	Unit Categories	Unit Flags
1340 Hornberger Ave.	B: 122-; L: 2-03; Q: ; Unit: 209		11/02/98	\$0.00	0%	\$0.00	11/02/98		N	40		1/1	Low Income Rental Spec Needs Units Non-Age Accessible 1 Bedroom	
1340 Hornberger Ave.	B: 122-; L: 2-03; Q: ; Unit: 211		11/02/98	\$0.00	0%	\$0.00	11/02/98		N	40		1/1	Low Income Rental Spec Needs Units Non-Age Accessible 1 Bedroom	

Council on Affordable Housing
Unit Information - New Construction
FLORENCE TWP,BURLINGTON

Project Name: Roebling Arms -- Project ID: 3320

Unit Address	Blk/Lot/ Qual/Unit	Building Permit Complete Date	C.O. Num/ Date	Initial Sale or Retail Sale	% of Afford- ability	Municipal Subsidy	Effect. Date of Afford- ability Controls	Sale/ Transfer Date	Per- Petual Flag	Length of Afford- ability Controls	Date Afford- ability Controls Removed	Completed/ Credit worthy	Unit Categories	Unit Flags
1340 Hornberger Ave.	B: 122-; L: 2-03; Q: ; Unit: 202		11/02/98	\$0.00	0%	\$0.00	11/02/98		N	40		1/1	Low Income Rental Spec Needs Units Non-Age Efficiency Accessible	
1340 Hornberger Ave.	B: 122-; L: 2-03; Q: ; Unit: 210		11/02/98	\$0.00	0%	\$0.00	11/02/98		N	40		1/1	Low Income Rental Spec Needs Units Non-Age Efficiency Accessible	

Council on Affordable Housing
Unit Information - New Construction
FLORENCE TWP,BURLINGTON

Project Name: Roebling Arms -- Project ID: 3320

Unit Address	Blk/Lot/ Qual/Unit	Building Permit Complete Date	C.O. Num/ Date	Initial Sale or Retail Sale	% of Afford- ability	Municipal Subsidy	Effect. Date of Afford- ability Controls	Sale/ Transfer Date	Per- Petual Flag	Length of Afford- ability Controls	Date Afford- ability Controls Removed	Completed/ Credit worthy	Unit Categories	Unit Flags
1340 Hornberger Ave.	B: 122-; L: 2-03; Q: ; Unit: 212		11/02/98	\$0.00	0%	\$0.00	11/02/98		N	40		1/1	Low Income Rental Spec Needs Units Non-Age Efficiency Accessible	
1340 Hornberger Ave.	B: 122-; L: 2-03; Q: ; Unit: 101		11/02/98	\$0.00	0%	\$0.00	11/02/98		N	40		1/1	Low Income Rental Spec Needs Units Non-Age Accessible 1 Bedroom	

Council on Affordable Housing
Unit Information - New Construction
FLORENCE TWP,BURLINGTON

Project Name: Roebling Arms -- Project ID: 3320

Unit Address	Blk/Lot/ Qual/Unit	Building Permit Complete Date	C.O. Num/ Date	Initial Sale or Retail Sale	% of Afford- ability	Municipal Subsidy	Effect. Date of Afford- ability Controls	Sale/ Transfer Date	Per- Petual Flag	Length of Afford- ability Controls	Date Afford- ability Controls Removed	Completed/ Credit worthy	Unit Categories	Unit Flags
1340 Hornberger Ave.	B: 122-; L: 2-03; Q: ; Unit: 103		11/02/98	\$0.00	0%	\$0.00	11/02/98		N	40		1/1	Low Income Rental Spec Needs Units Non-Age Accessible 1 Bedroom	
1340 Hornberger Ave.	B: 122-; L: 2-03; Q: ; Unit: 110		11/02/98	\$0.00	0%	\$0.00	11/02/98		N	40		1/1	Spec Needs Units Non-Age Rental Low Income Efficiency Accessible	

Council on Affordable Housing
Unit Information - New Construction
FLORENCE TWP,BURLINGTON

Project Name: Roebling Arms -- Project ID: 3320

Unit Address	Blk/Lot/ Qual/Unit	Building Permit Complete Date	C.O. Num/ Date	Initial Sale or Retail Sale	% of Afford- ability	Municipal Subsidy	Effect. Date of Afford- ability Controls	Sale/ Transfer Date	Per- Petual Flag	Length of Afford- ability Controls	Date Afford- ability Controls Removed	Completed/ Credit worthy	Unit Categories	Unit Flags
Total Avg %														
Total Units					Total Avg % Afford- ability	Total Municipal Subsidy						Total Completed/ Credit Worthy		
24					0%	\$0.00						24 / 24		

EXHIBIT M

Prior Round: Roebling Inn Documentation

NEW JERSEY HOUSING

& MORTGAGE FINANCE AGENCY

3625 Quakerbridge Road, CN 18550
Trenton, NJ 08650-2085
Phone: (609) 890-8900/Fax: (609) 890-0414

Harriet Derman
Chairwoman

June 26, 1995

Mr. Silas Townsend
Burlington County Community Action Program
718 South Route 130
Burlington, NJ 08016

Re: LITC #447
Roebeling Village Inn Affordable
Housing Project

Dear Mr. Townsend:

I am pleased to advise you that the New Jersey Housing and Mortgage Finance Agency ("Agency") has approved your application for Low Income Housing Tax Credits from the 1995 Tax Credit Authority. This reservation of tax credits, in an amount not to exceed \$112,603, has been approved for the above-referenced project subject to the satisfaction of the following conditions:

1. Payment to the Agency of a reservation fee equal to $\frac{1}{2}$ of 1 percent of the allocated credit amount over the credit period, which is \$ 5,630, to be paid within 30 days of the date of this letter;
2. The project is placed in service on or before December 31, 1995 or carried over in accordance with the Federal Tax Law. Furthermore, you must notify the Agency within 30 days of the date of this letter of the project's anticipated placed in service date;
3. Re-evaluation of the need for the tax credit at the time of a carryover (if applicable) and at the time the project is placed in service, as required by the Federal Tax Code;
4. Any changes that may be imposed by changes to the Federal Tax Law or Federal regulations;
5. Submission to the Agency of all documents required to issue the Carryover Allocation (if applicable) and the IRS Form 8609 by November 15, 1995;

6. Submission (if not previously provided) to the Agency of all relevant syndication documents, including but not limited to the Prospectus (Offering Memorandum) and any amendments thereto, limited partnership agreement and any amendments thereto, joint venture agreement and any amendments thereto, partnership administration services agreement and any amendments thereto, development agreement and any amendments thereto, any relevant agreement between and among the relevant parties setting forth terms of the financial arrangements, commitment letters, if any (firm or otherwise) and mortgage documents (for all documents, include all exhibits and schedules);
7. Full implementation of the special needs or social service component of your project (if applicable) by placement in service or initial rent-up, whichever is sooner.

If the above conditions are acceptable to you, please sign the enclosed copy of this letter and return it to the attention of Kathryn Perez. This reservation is subject to your acceptance (and payment of fee) and will expire if not returned to the Agency within thirty (30) days from the date hereof.

Sincerely,


HARRIET DERMAN
Chair

Accepted and agreed to this 27th day of June, 1995.

By:  L.S.

Silas M. Townsend, Executive Director
(Please Print Name and Title)

c Bruce Blumenthal
Stuart Portney
file

LITC# 447Prepared By: *[Signature]*

Signature

Milton L. Keenan

Print Name

DEED OF EASEMENT AND RESTRICTIVE COVENANT
FOR EXTENDED LOW-INCOME OCCUPANCY

THIS DEED OF EASEMENT and RESTRICTIVE COVENANT shall run with the land and is granted by Roebling Village Inn Urban Renewal, L.P. its successors and assigns (the "Owner") to the New Jersey Housing and Mortgage Finance Agency, its successors and assigns (the "HMFA") and to income eligible members of the public as defined below. As conditioned below this Deed of Easement and Restrictive Covenant restricts occupancy of the described premises to income eligible occupants for a specified period of time. This Deed of Easement and Restrictive Covenant is made in satisfaction of the requirements of Section 42 of the Federal Tax Reform Act of 1986, P.L. 99-514, as amended, ("Tax Code").

WHEREAS, the Owner, whose principal address is 718 S. Rt. 130
Burlington NJ 08016 has received a Low-Income Housing Tax Credit ("LIHTC") allocation in the amount of \$ 129,190, from the HMFA, the designated LIHTC allocating agency for the State of New Jersey, for the taxable year ending December 31, 1995, for the qualified low-income occupancy building or buildings known as Roebling Village Inn which is located at:

Municipal Tax Map Block No. 137, Lot No. 1Street Address 32 Riverside AvenueMunicipality Florence Township County Burlington

(the "Building"), which Building is part of the qualified low-income housing project known as Roebling Village Inn (the

"Project"), and title to which has been recorded in the County Clerk or Register's Office in Deed Book No. DB 4830 at Page No. 005, being more fully described as set forth in Attachment "A" hereto.

WHEREAS, as a condition and in consideration of receipt of the LIHTC allocation the Owner covenants that it and all successors in interest to the Building and, as applicable, the Project, that said Building and Project (or applicable portion of the Project) shall comply with all terms of this Deed of

page 1 of 7

DB5709 PG586

1999 AUG -2 A 10 20

ALTIMUS COUNTY CLERK

Easement and Restrictive Covenant and this Deed of Easement and Restrictive Covenant shall constitute the Agreement between the Owner and HMFA required by Section 42(h)(6) of the Tax Code to extend the use of the Building for low-income occupancy for a period of 15 years, or more, as specified in paragraph 3 below, beyond the initial 15 year compliance period, except that during said period of extended use this Deed of Easement and Restrictive Covenant shall terminate in accordance with Section 42 (h)(6)(E) on the date the Building is acquired by foreclosure (or instrument in lieu of foreclosure); or shall terminate on the last day of the one-year period beginning on the date after the 14th year of the initial compliance period that the Owner submits a written request to the HMFA to find a person to acquire the Owner's interest in the low-income portion of the Building, but shall terminate in such case only if the HMFA is unable to present during said one year period of time a qualified contract (as described in the Tax Code or Federal Regulations) for the acquisition of the low-income portion of the Building by any person who will continue to operate such portion as a qualified low-income Building; and

WHEREAS, the terms of the extended commitment for low-income occupancy of the Building shall be set forth in this Deed of Easement and Restrictive Covenant.

NOW THEREFORE BE IT COVENANTED that the Owner and all successors in interest to the Building and Project (or applicable portion of the Project) as a condition of and in consideration for receipt of the LIHTC allocation from the HMFA shall be bound and restricted as follows:

1. The "applicable fraction", as that term is defined in Section 42(c)(1) of the Tax Code and as provided by the Owner in his low income housing tax credit application for this project, of low-income units or floor space of low-income units for the Building is 100 %.
2. The applicable fraction for the Building for each taxable year in the extended use period will not be less than the applicable fraction set forth in paragraph 1 above.
3. The extended use period for the Building shall be the period beginning on the first day in the initial 15 year compliance period on which the Building is part of a qualified low-income

housing project and ending on the expiration of 35 years after the expiration of the initial compliance period as stated in the 1995 low income housing tax credit application for this project. The first day of the initial 15 year compliance period is January 1, 1997.

page 2 of 7

DB5709 PG587

4. The federal set-aside, as defined by section 42(g)(1) of the Tax Code, which was selected by the Owner in the 1995 application for low income housing tax credits requires that 40 percent or more of the residential units in the Project are both rent restricted and occupied by individuals whose income is 60 percent or less of area median gross income. The selection of this federal set-aside is irrevocable and is binding on the Owner and all successors in interest to the Project through the end of the extended use period.

5. ☒ If this box is checked, the Project is also subject to the state set-aside, which is defined in the 1995 Qualified Allocation Plan and was selected by the Owner in the 1995 low income housing tax credit application. The state set-aside requires that 50 percent or more of the residential units in the Project are both rent restricted and occupied by individuals whose income is 50 percent or less of area median gross income. The selection of this state set-aside is irrevocable and is binding on the Owner and all successors in interest to the Project through the end of the extended use period.

6. By signing this Deed of Easement and Restrictive Covenant, the Owner and all successors in interest to the Building and Project (or applicable portion of the Project) shall be obligated to comply and cooperate with all HMFA tax credit compliance monitoring procedures in accordance with the Tax Code until the end of the compliance period.

7. This Deed of Easement and Restrictive Covenant is binding on all successors in interest to the Building and Project (or applicable portion of the Project) and shall run with the land until the end of the extended use period, unless terminated prior to said date in accordance with all provisions of the Tax Code regarding premature termination including Section 42 (h)(6)(E)(ii) prohibiting eviction of existing low-income tenants for three years after such premature termination.

8. This Deed of Easement and Restrictive Covenant is given in satisfaction of the requirements of the Tax Code and the terms of this Deed of Easement and Restrictive Covenant, including those set forth in the recitals, shall be interpreted conditioned and

accordance with and by Section 42 of the Tax Code and Federal Regulations promulgated thereunder, all of which are incorporated herein by reference, whether or not such provisions of the Tax Code or Federal Regulations are expressed or referenced herein. In the event of a conflict between the terms of this Deed of Easement and Restrictive Covenant and the Tax Code, the Tax Code shall govern.

page 3 of 7

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9. This Deed of Easement and Restrictive Covenant shall constitute an agreement between the HMFA and the Owner and is enforceable in the courts of the State of New Jersey by the HMFA or by an individual or individuals whether prospective, present or former occupants of the Building, who meet the low-income eligibility standards applicable to the Building under Section 42(g) of the Tax Code, said individual(s) being beneficiaries of the agreement which is expressed herein between the HMFA and the Owner.

10. This Deed of Easement and Restrictive Covenant may be amended with the prior written approval of the HMFA to reflect changes in the Tax Code, the Federal Regulations and any Revenue Ruling promulgated thereunder. No amendment to this Deed of Easement and Restrictive Covenant may be made without the prior written approval of the HMFA. The Owner hereby expressly agrees to enter into all amendments hereto which, in the opinion of HMFA, are reasonably necessary or desirable for maintaining compliance under Section 42 of the Tax Code.

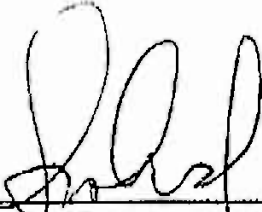
11. The invalidity of any clause, part or provision of this Deed of Easement and Restrictive Agreement shall not affect the validity of the remaining portions thereof.

Signatures: This Deed of Easement and Restrictive Covenant is granted by the undersigned whose duly authorized representative's signature appears below. If the undersigned is a corporation its corporate seal is affixed.

Sworn and subscribed to
before the undersigned
Notary Public on the date
appearing below:

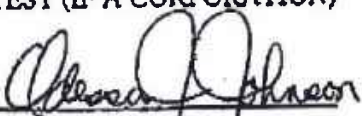
WITNESS (IF INDIVIDUAL OR PARTNERSHIP)

By:


Authorized Representative

Silas M. Townsend
Executive Director
(Print Name and Title)

ATTEST (IF A CORPORATION)


Secretary (SEAL)

By: _____
President (Corporation)

(Print Name)

page 4 of 7

DB5709 PG589

ACKNOWLEDGMENT

(CORPORATE FORM)

BE IT REMEMBERED, that on October 24, 19 97, before me, the subscriber, personally appeared Odessa J. Johnson who, being by me duly sworn on the oath, deposes and makes proof to my satisfaction, that he/she is the Secretary of Burlington County Community Action Program, Inc. the Corporation named in the within Instrument; that _____ is the President of said Corporation; that the execution, as well as the making of this Instrument, has been duly authorized by a proper resolution of the Board of Directors of the said Corporation; that deponent well knows the corporate seal of said Corporation; and that the seal affixed to said Instrument is the proper corporate seal and was thereto affixed and said Instrument signed and delivered by said President as and for the voluntary act and deed of said Corporation, in the presence of deponent, who thereupon subscribed his/her name thereto as attesting witness.

Sharon L. Forman
Notary Public

SHARON L. FORMAN
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires March 26, 2002

DB5709 Pg590

Attachment A

DEED - BARGAIN AND SALE (Covenants as to Grantor's Acts)
Ind. to Ind. or Corp. - Plain Language

Prepared By:



Lisa A. Freidenrich, Esq.

DEED

THIS DEED is made on April 17, 1997

BETWEEN BURLINGTON COUNTY COMMUNITY ACTION PROGRAM, INC.
a New Jersey Corporation

whose address is 718 South Route 130
Burlington, New Jersey 08016
referred to as the Grantor,

AND ROEBLING VILLAGE INN URBAN RENEWAL, L.P.
a New Jersey Limited Partnership

whose address is 718 South Route 130
Burlington, New Jersey 08016
referred to as the Grantee.

The words "Grantor" and "Grantee" shall mean all Grantors and all Grantees listed above.

Transfer of Ownership. The Grantor grants and conveys (transfers ownership of) the property described below to the Grantee. This transfer is made for the sum of ONE DOLLAR (\$1.00) and other good and valuable consideration. The Grantor acknowledges receipt of this money.

Tax Map Reference. (N.J.S.A. 46:15-2.1) Municipality of Florence Township
Block No. 137, Lot No. 1 on the Official Tax Map of Florence Township Account No.



No property tax identification number is available on this date. (Check box is applicable.)

Property. The property consists of the land and all the buildings and structures on the land in the Township of Florence, County of Burlington and State of New Jersey. The legal description is:

ALL that certain lot, tract or parcel of land and premises described as follows:

BEGINNING at a point marking the intersection of the southerly sideline of Riverside Avenue (50 feet wide) and the easterly sideline of Fourth Avenue (70 feet wide) and running

1) South 88 degrees 56 minutes 52.5 seconds East along the southerly sideline of Riverside Avenue. 220.00 feet to a point in the center of the southerly sideline of Riverside Avenue.

- feet to a point in the westerly sideline of Third Avenue (70 feet wide); thence
- 2) South 01 degrees 00 minutes 00 seconds West, along the westerly sideline of Third Avenue, 166.50 feet to a point corner to Lot 2, Block 137; thence
 - 3) - North 89 degrees 00 minutes 00 seconds West, along the northerly sideline of said Lot 2, 110.00 feet to a point in the centerline of a 10 foot wide alley; thence

DB5709 PG591

Page 6 of 7

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- 4) North 01 degrees 00 minutes 00 seconds East along the centerline of said alley, 65.80 feet to a point in the centerline of said alley; thence
- 5) North 89 degrees 00 minutes 00 seconds West along the centerline of said alley, 110.00 feet to a point in the easterly sideline of Fourth Avenue; thence
- 6) North 01 degrees 00 minutes 00 seconds East along the easterly sideline of Fourth Avenue, 100.90 feet to the point and place of BEGINNING.

Containing 0.69 Acres, more or less.

This description is based on plan of survey entitled "Property Survey, Lot 1, Block 137, Florence Township, Burlington County, New Jersey, prepared by Dante Guzzi Engineering Associates, dated April 11, 1994.

BEING the same lands and premises conveyed to Grantor by Township of Florence, and recorded in the Office of the Burlington County Clerk in Book 4830 of Deeds at Page 005 on October 4, 1994.

Also known as 32 Riverside Avenue, Florence, New Jersey.

RESTRICTIONS AND COVENANTS: This conveyance is subject to all of the terms, restrictions, and conditions of that certain Deed recorded in the Office of the Burlington County Clerk in Book 4830 of Deed at Page 005 on October 4, 1994, which restrictions and covenants shall run with the land and shall inure to the benefit of the Grantor, its successors and assigns and shall be binding upon Grantee and its heirs, successors and assigns.

Promises by Grantor. The Grantor promises that the Grantor has done no act to encumber the property. this promise is called a "covenant as to grantor's acts" (N.J.S.A. 46:4-6). This promise means that the Grantor has not allowed anyone else to obtain any legal rights which affect the property (such as by making a mortgage or allowing a judgment to be entered against the Grantor).

Signatures. This Deed is signed and attested to by the Grantor's proper corporate officers as of the date at the top of the first page.

Attested by:

Janet Townes
Janet Townes, Secretary

BURLINGTON COUNTY COMMUNITY
ACTION PROGRAM, INC.

By: [Signature] (L.S.)
Silas M. Townsend, Executive Director

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DB5709 PG592

Page 7 of 7

5720628

HOME INVESTMENTS PARTNERSHIP PROGRAM
AFFORDABLE HOUSING RESTRICTION

ROEBLING VILLAGE INN URBAN RENEWAL, L.P., a New Jersey Limited Partnership, with an address of 718 ROUTE 130 SOUTH, BURLINGTON, NJ 08016, (the "Borrower") grants with quitclaim covenants, to the BOARD OF CHOSEN FREEHOLDERS OF THE COUNTY OF BURLINGTON, a body corporate and politic, with offices located at 49 Rancocas Road, Mount Holly, NJ, 08060, its successors and permitted assigns (the "Lender"), exclusively for the purpose of ensuring retention of affordable rental housing for occupancy by low income persons and families, the following described Affordable Housing Restriction on a parcel of land located in FLORENCE TOWNSHIP, NJ, said parcel being described in Exhibit A attached hereto ("Premises").

The terms of this Affordable Housing Restriction, are as follows:

1. The purpose of this Affordable Housing Restriction is to assure that the Premises will be retained as affordable housing for occupancy by low and very low income families.
2. The Borrower intends, declares and covenants, on behalf of itself and its successors and assigns, that the covenants and restrictions set forth in this Affordable Housing Restriction regulating and restricting the use, occupancy and transfer of the Premises (i) shall be and are covenants running with the Premises, encumbering the Premises for a term of FIFTEEN (15) years following completion of the Project (as defined below), which shall in no event occur later than TWELVE (12) months after the date hereof, binding upon the Borrower's successors in title and all subsequent owners of the Premises, (ii) are not merely personal covenants of the Borrower, and (iii) shall bind the Borrower and its successors and assigns (and the benefits shall inure to the Lenders and to any past, present or prospective tenant of the Premises). The Borrower acknowledges that it has received assistance from the Lender in developing the Premises as affordable rental housing, which assistance includes a loan from the Lender under the HOME Investments Partnership Program (the "HOME Program"). This Affordable Housing Restriction shall continue in force for its stated term regardless of the prior repayment of such loan.
3. The Borrower hereby agrees that any and all requirements of the laws of the State of New Jersey to be satisfied in order for this Affordable Housing Restriction to constitute deed restrictions and covenants running with the land shall be deemed to be satisfied in full and that any requirements of privity of estate are intended to be satisfied, or in the alternative, that an equitable servitude has been created to insure that this Affordable Housing Restriction runs with the land.
4. Each and every contract, deed or other instrument hereafter executed conveying the Premises or portion thereof shall expressly provide that such conveyance is subject to this Affordable Housing Restriction, provided, however, that the covenants contained herein shall survive and be effective regardless of whether such contract, deed or other instrument hereafter executed conveying the Premises or portion thereof provides that such conveyance is subject to this Affordable Housing Restriction.
5. The Premises shall be used for 14 units of multi-family rental housing (the "Project"). Each unit in the Project shall contain complete facilities for living, sleeping, eating, cooking and sanitation which are to be used on other than a transient basis. Each unit in the Project shall meet the housing standards set forth in the regulations of the HOME Investment Partnership Program at 24 CFR Part 92, Section 92.251 or any successor thereto.
6. (a) The Borrower shall not discriminate on the basis of race, creed, color, sex, age, handicap, marital status, sexual preference, national origin or any other basis prohibited by law in the lease, use and occupancy of the Project or in connection with the employment or application for employment of persons for the operation and management of the Project. The Borrower shall not discriminate against, or refuse to lease, rent or otherwise make available units in the Project to, a holder of a

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COUNTY CLERK'S
OFFICE

certificate of family participation under the Federal Rental Certificate Program (24 CFR Part 882) or a rental voucher under the Federal Rental Voucher Program (24 CFR Part 887) or a holder of a comparable document evidencing participation in a HOME Program, tenant-based assistance program because of the status of the prospective tenant as a holder of such certificate of family participation, rental voucher or comparable HOME Program tenant-based assistance document.

- (b) The Borrower shall adopt and submit to Lender for approval resident selection policies and criteria acceptable to Lender that:
- (i) Are consistent with the purpose of providing housing for Low Income Families and Very Low Income Families, as defined below and required herein;
 - (ii) Are reasonably related to HOME Program eligibility of prospective tenants and to the prospective tenants' ability to perform the obligations of the Borrower's form lease;
 - (iii) Give reasonable consideration to the housing needs of Families that would have preference under 24 CFR Part 960.211 (Federal selection preferences for admission to public housing); and
 - (iv) Provide for (1) the selection of residents from a written waiting list in the chronological order of their application, insofar as practicable, and (2) the prompt written notification to any rejected applicant of the grounds for any rejection.

Any changes to these policies and criteria must be approved by Lender in writing. The Borrower shall also provide the Lender with an affirmative marketing plan acceptable to the Lender.

The approved marketing plan and the approved resident selection policies and criteria shall be adhered to in every respect.

7. (a) During the term of this Affordable Housing Restriction, at least TWENTY percent (20%) of the units in the Project shall be leased exclusively to Families (as defined below) whose annual incomes are less than fifty percent (50%) of the median income for the Area (as defined below) ("Very Low-Income Families") based on family size as determined by the US Department of Housing and Urban Development ("HUD"). The remaining units in the Project shall be leased exclusively to Families whose annual incomes are less than eighty percent (80%) of the median income for the Area ("Low Income Families") based on family size as determined by HUD. A "Family" is defined as one or more individuals occupying a unit and satisfying the standards adopted by HUD for the so-called Section 8 Program under the United States Housing Act of 1937 and promulgated at 24 CFR Part 812. The "Area" is defined as the Philadelphia, PA-NJ PMSA. A Family's annual income shall be the anticipated total income from all sources received by the Family head and spouse (even if temporarily absent and by each additional member of the Family {other than children under the age of 18 years}, including all net income derived from assets for the 12-month period following the effective date of certification of income. Annual Income specifically includes and excludes certain types of income as set forth in, and shall be determined in accordance with, 24 CFR Part 813.106 (or any successor regulations).
- (b) Additionally, the monthly rent charged to tenants of the Project shall not exceed the lesser of the fair market rent or HOME rent for existing housing for comparable units in the Area as established by HUD under regulations promulgated at 24 CFR Part 888.111 (or successor regulations), less the monthly allowance for the utilities and services (excluding telephone) to be paid by the tenant.

- (c) Furthermore, with respect to the TWENTY percent (20%) of the units required to be occupied by Very Low Low Income Families The monthly rent charged for such units shall not be greater than thirty percent (30%) of the monthly gross income of a Family whose income equals fifty percent (50%) (or such higher or lower percentage as may be established by HUD pursuant to applicable regulations under the HOME Program) of the median income for the Area, as determined by HUD, with adjustment for number of bedrooms in the unit using average occupancy per unit assumptions provided by HUD. In determining the maximum monthly rent that may be charged for a unit under this clause (ii), the Borrower shall subtract from the above amount a monthly allowance for any utilities and services (excluding telephone) to be paid by the Family.
 - (d) If at any time less than the required percentage of units in the Project are leased, rented or occupied by Very Low Income Families as a result of increases in the incomes of existing tenants, the next available units shall all be leased, rented or otherwise made available to Very Low Income Families until the required percentage of units occupied by Very Low Income Families is again obtained. Subject to the foregoing, available units shall be rented to Low Income Families. In addition to the foregoing, a Family who no longer qualifies as a Low Income Family as a result of increased income must pay as monthly rent thirty percent (30%) of the Family's monthly adjusted income (as defined above as recertified annually.)
8. The Borrower represents, warrants and covenants that the determination of whether a Family meets the income requirements set forth herein shall be made by Borrower at the time of leasing of a unit in the Project and thereafter at least annually on the basis of the current income of such Family. Borrower shall maintain as part of its Project records copies of all leases of units in the Project and all initial and annual income certifications by tenants of the Project. Within 60 days after the end of each calendar year of occupancy of any portion of the Project, the Borrower shall provide to the Lender annual reports consisting of certifications regarding the annual and monthly gross and adjusted income of each Family occupying a unit at the Project. With respect to Families who move to the Project in the prior year, the annual report shall also include certifications regarding the annual and monthly gross and adjusted incomes of such Families at the time of their initial occupancy at the Project. The annual reports shall be in a form approved by the Lender and shall contain such supporting documentation as the Lender shall reasonably require. In addition to the foregoing, Borrower shall keep such additional records and prepare and submit to Lender such additional reports as Lender may deem necessary to ensure compliance with the requirements of this Affordable Housing Restriction and of the HOME Program.
9. Prior to initial occupancy of the Project and annually thereafter as part of the annual reports required under Section 8 above, Borrower shall submit to Lender a proposed schedule of monthly rents and monthly allowances for utilities and services for all units in the Project. The rent schedule shall include both the maximum rents applicable to units under Subsections 7(b) and 7(c) above as well as the actual rents to be charged to over-income Families under Subsection 7(d) above. Such schedule shall be subject to the approval of Lender for compliance with the requirements of Section 7 above. After approval of a schedule of rents and allowances by Lender, rents shall not be increased without the Lender's prior written approval of either (x) a specific request by Borrower for a rent increase or (y) the next annual schedule of rents and allowances. Notwithstanding the foregoing, rent increases shall be subject to the provisions of outstanding leases and shall not be implemented without at least 30 days' prior written notice by Borrower to all affected tenants.
10. The Borrower shall not include in any lease for a unit in the Project any of the following provisions:
- (i) Agreement by the tenant to be sued, to admit guilt or to a judgment in favor of the Borrower in a lawsuit brought in connection with the lease.

- (ii) Agreement by the tenant that the Borrower may take, hold, or sell personal property of household members without notice to the tenant and a court decision on the rights of the parties. This prohibition, however, does not apply to an agreement by the tenant concerning disposition of personal property remaining in the unit after the tenant has moved out of the unit. The Borrower may dispose of such personal property in accordance with state law.
- (iii) Agreement by the tenant not to hold the Borrower or the Borrower's agents legally responsible for any action or failure to act, whether intentional or negligent.
- (iv) Agreement of the tenant that the Borrower may institute a lawsuit without notice to the tenant.
- (v) Agreement by the tenant that the Borrower may evict the tenant or household members without instituting a civil court proceeding in which the tenant has the opportunity to present a defense, or before a court decision on the rights of the parties.
- (vi) Agreement by the tenant to waive any right to a trial by jury.
- (vii) Agreement by the tenant to waive the tenant's right to appeal, or to otherwise challenge in court, a court decision in connection with the lease.
- (viii) Agreement by the tenant to pay attorney's fees or other legal costs even if the tenant wins in a court proceeding by the Borrower against the tenant. The tenant, however, may be obligated to pay costs if the tenant loses.

All leases for units in the Project shall be for terms of not less than one (1) year, unless by mutual agreement between the tenant and Borrower, and shall require tenants to provide information required for the Borrower to meet its reporting requirements hereunder. Borrower may not terminate the tenancy or refuse to renew the lease of an occupant of the Project except (i) for serious or repeated violation of the terms and conditions of the lease; (ii) for violations of applicable federal, state or local law; or (iii) for other good cause. Any termination or refusal to renew must be preceded by not less than thirty (30) days by Borrower's service on the tenant of a written notice specifying the grounds for the action.

- 11. The Borrower may not sell, transfer or exchange all or any portion of the Project without the Lender's prior written consent.
- 12. The Borrower shall not demolish any part of the Project or substantially subtract from any real or personal property of the Project except in conjunction with renovation or rehabilitation of the Project or construction of a new project on the Premises, in either case subject to the prior written consent of the Lenders, which consent may be granted or withheld in the Lenders' sole judgment. The Borrower shall not permit the use of any residential unit for any purpose other than rental housing.
- 13. The Borrower represents, warrants and agrees that if the Project, or any part thereof, shall be damaged or destroyed, the Borrower (subject to the approval of the Lender(s) which will provide the financing) will use its best efforts to repair and restore the Project to substantially the same condition as existed prior to the event causing such damage or destruction, and the Borrower represents, warrants and agrees that the Project shall thereafter continue to operate in accordance with the terms of this Affordable Housing Restriction.
- 14. Any use of the Premises or activity thereon which is inconsistent with the purpose of this Affordable Housing Restriction is expressly prohibited. Borrower shall carry out each activity provided for in this Agreement in compliance with all applicable federal laws and regulations described in 24 CFR Part 92.350 (Equal Opportunity and Fair Housing), Part 92.351 (Affirmative Marketing), Part 92.353 (Displacement, Relocation and Acquisition), Part 92.355 (Lead-based Paint), Part 92.356 (Conflict of Interest), Part 92.357

(Executive Order 12372). Borrower hereby grants to Lender and its duly authorized representatives the right to enter the Premises (a) at reasonable times and in a reasonable manner for the purpose of inspecting the Premises to determine compliance with this Affordable Housing Restriction or any other agreement between Borrower and Lender and (b) after 30 days prior written notice, to take any reasonable and appropriate action under the circumstances to cure any violation of the provisions of this Affordable Housing Restriction. The Notice referred to in clause (b) shall include a clear description of the course and approximate cost of the proposed cure.

15. The rights hereby granted shall include the right of Lender to enforce this Affordable Housing Restriction by appropriate legal proceedings and to obtain injunctive and other equitable relief against any violations, including without limitation relief requiring restoration of the Premises to its condition prior to any such violation (it being agreed that the Lender will have no adequate remedy at law), and shall be in addition to, and not in limitation of, any other rights and remedies available to the Lender. Borrower covenants and agrees to reimburse Lender all reasonable costs and expenses (including without limitation reasonable counsel fees) incurred in enforcing this Affordable Housing Restriction or in taking reasonable measures to cure any violation hereof, provided that a violation of this Affordable Housing Restriction is acknowledged by Borrower or determined by a court of competent jurisdiction to have occurred. By its acceptance of this Affordable Housing Restriction, Lender does not undertake any liability or obligation relating to the condition of the Premises. If any provision of this Affordable Housing Restriction shall to any extent be held invalid, the remainder shall not be affected.
16. The Lender is authorized to record or file any notices or instruments appropriate to assuring the enforceability of this Affordable Housing Restriction; and the Borrower on behalf of itself and its successors and assigns appoints the Lender its attorney-in-fact to execute, acknowledge and deliver any such instruments on its behalf. Without limiting the foregoing, the Borrower and its successors and assigns agrees to execute any such instruments upon request. The benefits of this Affordable Housing Restriction shall be in gross and shall be assignable by the Lender. The Borrower and the Lender intend that the restrictions arising hereunder take effect upon the date hereof, and to the extent enforceability by any person ever depends upon the approval of governmental officials, such approval when given shall relate back to the date hereof regardless of the date of actual approval or the date of filing or recording of any instrument evidencing such approval.
17. Notwithstanding anything herein to the contrary, but subject to the next succeeding paragraph hereof, if the holder of record of a first mortgage granted to a state or national bank, state or federal savings and loan association, cooperative bank, mortgage company, trust company, insurance company or other institutional lender shall acquire the Property by reason of foreclosure or similar remedial action under the provisions of such mortgage or upon conveyance of the Property in lieu of foreclosure, and provided that the holder of such mortgage (x) has given Lender not less than sixty (60) days' prior written notice of its intention to foreclose upon its mortgage or to accept a conveyance of the Property in lieu of foreclosure and (y) agrees to recognize any contractual or legal rights of public agencies, non-profit sponsors, or others to take actions that would avoid termination of low-income affordability of the Project, then the rights and restrictions herein contained shall not apply to such holder upon such acquisition of the Property or to any purchaser of the Property from such holder, and such Property shall, subject to the next two succeeding sentences, thereafter be free from all such rights and restrictions. The rights and restrictions contained herein shall not lapse if the Property is acquired through foreclosure or deed in lieu of foreclosure by (i) Borrower, (ii) any person with a direct or indirect financial interest in Borrower, (iii) any person related to a person described in clause (ii) by blood, adoption or marriage, (iv) any person who is or at any time was a business associate of a person described in clause (ii), and (v) any entity in which any of the foregoing have a direct or indirect financial interest (each a "Related Party"). Furthermore, if the Premises are subsequently acquired by a Related Party during the period in which this Affordable Housing Restriction would have remained in effect but for the provisions of this Section, this Affordable Housing Restriction shall be revived and shall apply to the Property as though it had never lapsed.

In the event such holder conducts a foreclosure or other proceeding enforcing its rights under such mortgage and the Property is sold for a price in excess of the sum of the outstanding principal balances of all notes secured by mortgages of the Property plus all future advances, accrued interest and all reasonable costs and expenses which the holders thereof are entitled to recover pursuant to the terms of such mortgages, such excess shall be paid to the Lender in consideration of the loss of the value and benefit of the rights and restrictions herein contained and released by the Lender pursuant to this Section in connection with such proceeding (provided, that in the event that such excess shall be so paid to the Lender by such holder, the Lender shall thereafter indemnify such holder against loss or damage to such holder resulting from any claim made by the mortgagor of such mortgage to the extent that such claim is based upon payment of such excess by such holder to the Lender in accordance herewith, provided that such holder shall give the prompt notice of any such claim and shall not object to intervention by the Lender in any proceeding relating thereto). To the extent the Borrower possesses any interest in any amount which would otherwise be payable to the Lender under this paragraph, to the full extent permissible by law, the Borrower hereby assigns its interest in such amount to said holder for payment to the Lender.

18. Any notice, request or other communication which either party hereto may be required or may desire to give hereunder shall be made in writing, and shall be deemed to have been properly given if hand delivered or if mailed by United States registered or certified mail, postage prepaid, return receipt requested, addressed as follows:

If to Borrower:

Roebbling Village Inn Urban Renewal, L.P.
718 Route 130 South
Burlington, NJ 08016

If to Lender:

County of Burlington
Community Development Program
49 Rancocas Road
Mount Holly, NJ 08060

or such other address as the party to be served with notice may have furnished in writing to the party seeking or desiring to serve notice as a place for the service of notice. A notice sent by first class mail shall be deemed given two days after mailing; a notice delivered by hand shall be deemed given upon receipt.

19. This Affordable Housing Restriction may not be amended, nor may any obligation hereunder be waived or released, without first obtaining the written consent of the Lender.

Executed under seal this 26th day of November, 1997.

ROEBBLING VILLAGE INN URBAN RENEWAL, L.P.,
a New Jersey Limited Partnership

By its General Partner:

BCCAP CHODO, INC.

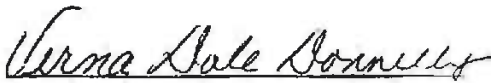
BY: 

Silas M. Townsend
Chief Executive Officer
Hereunto duly authorized

_____, ss.

November 20, 1997

Then personally appeared the above named Silas M. Townsend, Chief Executive Officer of BCCAP CHODO, INC., the general partner of ROEBLING VILLAGE INN URBAN RENEWAL, L.P., a New Jersey Limited Partnership, and acknowledged the foregoing instrument to be his or her free act and deed and the free act and deed of said ROEBLING VILLAGE INN URBAN RENEWAL, L.P., before me.



Notary Public
My Commission Expires:

VERNA DALE DONNELLY
Notary Public of New Jersey
My Commission Expires Aug. 4, 2001

ACCEPTANCE OF GRANT BY LENDER

The above Affordable Housing Restriction is accepted this ____ day of November, 1997.

Burlington County Board of Chosen Freeholders

BY: 

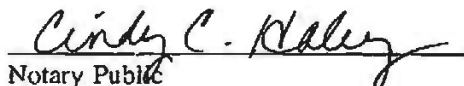
Name: Frederick F. Galdo
Title: County Administrator

STATE OF NEW JERSEY:

ss:

COUNTY OF BURLINGTON:

Then personally appeared the above named FREDERICK F. GALDO, County Administrator of the COUNTY OF BURLINGTON and acknowledged the foregoing instrument to be his or her free act and deed and the free act and deed of said COUNTY OF BURLINGTON, before me.



Notary Public
My Commission Expires:

CINDY C. HALEY
NOTARY PUBLIC OF NEW JERSEY
Commission Expires Aug. 14, 1999

EXHIBIT A - Property Description

EXHIBIT A

ALL THAT CERTAIN land and premises situate in the TOWNSHIP of FLORENCE, COUNTY of BURLINGTON, and STATE of NEW JERSEY, bounded and described as follows:

BEGINNING at a point marking the intersection of the Easterly side of Fourth Avenue (70 feet wide) and the Southerly side of Riverside Avenue (50 feet wide) extending thence along Riverside Avenue

- (1) South 88 degrees 56 minutes 52.5 seconds East 220 feet to a point in the Westerly side of Third Avenue (70 feet wide); thence
- (2) along same, South 01 degrees 00 minutes 00 seconds West, 166.50 feet to premises known as 13 Third Avenue (Tax Lot 2 Block 137); thence
- (3) along said Lot 2, North 89 degrees 00 minutes 00 seconds West a distance of 110 feet to the centerline of a 10 foot wide alley along which it runs parallel with Third and Fourth Avenues
- (4) North 01 degrees 00 minutes 00 seconds East 65.80 feet to a point in the centerline of said alley; thence continuing along same
- (5) North 89 degrees 00 minutes 00 seconds West, 110 feet to set P.K. nail in the Easterly side of Fourth Avenue extended, and runs along said line of Fourth Avenue and its extension
- (6) North 01 degrees 00 minutes 00 seconds East 100.90 feet to the point and place of beginning.

BEING Lot 1, Block 137 on the Official Tax Map of the Township of Florence.

COMMONLY KNOWN AS 32 Riverside Avenue, Florence, New Jersey

Charge, Record and Return To
Settlers Title Agency, L.P.
The Pavilions at Greentree
Suite 301
Marlton, NJ 08053-3436

EXHIBIT N

Prior Round: Transitional Housing Documentation

717 West 2nd Street

140 Alden Avenue

**SPECIAL WARRANTY DEED
FOR NEW JERSEY**

351-243451
ST 8914

Prepared by:
SECRETARY OF HOUSING AND URBAN DEVELOPMENT

By: 
Shirley Bryant, Director, REO Division

THIS INDENTURE,

Made the 5th day of May, 1999, between

**Andrew M. Cuomo, Secretary of Housing and Urban Development of Washington, D.C.,
acting by and through the Federal Housing Commissioner, party of the first part,**

AND

The Salt & Light Company, Inc.

of 717 W. 2nd Street, Township of Florence, Burlington County,
New Jersey

party(ies) of the second part.

WITNESSETH, That the said party of the first part, for and in consideration of the sum of
Thirty eight thousand four hundred dollars

(\$38,400.00) lawful money of
the United States of America, to him in hand well and truly paid, by the said party(ies) of the second part, at
or before the sealing and delivery of these presents, the receipts whereof is hereby acknowledged, and the
said party of the first part being therewith fully satisfied, contented and paid, has given, granted, bargained,
sold, aliened, released, enfeoffed, conveyed and confirmed and by these presents does give, grant,
bargain, sell, alien, release, enfeoff, convey and confirm unto the said party(ies) of the second part, forever,
all those lands and premises specifically described as follows:

ALL that certain land and premises situate, lying and being in the
Township of Florence, Burlington County, New Jersey, bounded and
described as follows:

BEGINNING at a point for a corner to Tax Map Lot 14 in the
Northerly line of Second Street (50 feet wide) at a distance of
172.00 feet measured in a Westerly direction from the
intersection of the said Northerly line of Second Street with the
Westerly line of Iron Street (50 feet wide); thence

(1) extending from said point of beginning along the said
Northerly line of Second Street in a Westerly direction a
distance of 30.00 feet to a point for a corner to Tax Map 5; thence

(2) extending along said Tax Map Lot 5 in the Northerly direction
at right angles to Second Street a distance of 117.50 feet to a
point for a corner in the line of Tax Map Lot 4; thence

(3) extending along said Tax Map Lot 4 in an Easterly direction
parallel with Second Street a distance of 30.00 feet to a point
for a corner to the aforementioned Tax Map Lot 14; thence

(4) extending along said Tax Map Lot 14 in a Southerly direction
at right angles to Second Street a distance of 117.50 feet to the
first mentioned point and place of beginning.

BEING known as Lot 10, Block 16 as shown on the Township of
Florence Tax Map.

COMMONLY known as 717 W. 2nd Street

BEING the same property acquired by the party of the first part pursuant to the provisions of
the National Housing Act, as amended (12 USC 1701 et seq.) and the Department of Housing and Urban
Development Act (79 Stat. 667).

THIS DEED IS NOT TO BE IN EFFECT UNTIL:

5/17/99

085696 PG112

TOGETHER with all and singular the houses, buildings, trees, ways, waters, profits, privileges, and advantages, and with the appurtenances to the same belonging or in anyway appertaining: AND ALSO all the estate, right, title, interest, property, claim and demand whatsoever, of the said party of the first part, of, in and to the same, and of, in and to every part and parcel thereof:

TO HAVE AND TO HOLD, all and singular the above described land and premises, with the appurtenances, to the only proper use, benefit and behoove of the said party(ies) of the second part, and the heirs and assigns of said party(ies) of the second part, forever:

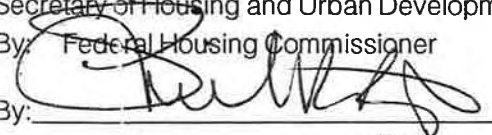
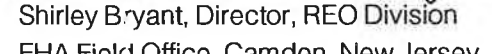
SAID CONVEYANCE is made SUBJECT to all covenants, easements, restrictions, reservations, conditions and rights appearing of record against the above described property, also SUBJECT to any state of facts which an accurate survey of said property would show:

AND THE SAID party of the first part, for himself, his successors and assigns, and all claiming by, through or under him, does covenant, promise and agree to and with the said party(ies) of the second part, and the heirs and assigns of said party(ies) of the second part, that he has not made, done, committed, executed or suffered any act or acts, thing or things whatsoever, whereby or by means whereof the above mentioned and described premises, or any part, or parcel, thereof, now are, or at any time hereafter shall or may be impeached, charged, or encumbered, in any manner or way whatsoever;

IN WITNESS WHEREOF the undersigned has set his hand and seal as CHIEF PROPERTY OFFICER, FHA FIELD OFFICE, CAMDEN, NEW JERSEY, for and on behalf of the said Secretary of Housing and Urban Development, under authority and by virtue of the Code of Federal Regulations, Title 24, Chapter II, Part 200, Subpart D, and 35 F.R., 16101 (10-14-70) as amended.

Signed, sealed and delivered
in the presence of:

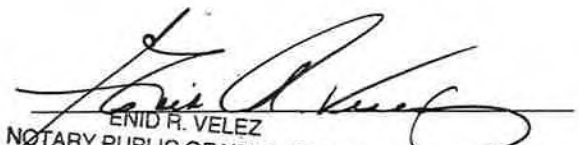


Andrew M. Cuomo
Secretary of Housing and Urban Development
By:  Federal Housing Commissioner
By: 
Shirley Bryant, Director, REO Division
FHA Field Office, Camden, New Jersey

STATE OF NEW JERSEY, COUNTY OF BURLINGTON

SS.:

I CERTIFY that on MAY 5, 1999, Shirley Bryant personally came before me and stated to my satisfaction that this person:
(a) was the maker of this Deed;
(b) executed this Deed as her own act; and
(c) made this Deed for \$38,400.00 as the full and actual consideration paid or to be paid for the transfer of title. (Such consideration is defined in N.J.S.A. 46:15-5.)


ENID R. VELEZ
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Sept. 19, 2001

Old Republic National Title Insurance Company

SCHEDULE C

Commitment No. 120309

The land referred to in this Commitment is described as follows:

ALL THAT CERTAIN land and premises situate, lying and being in the Township of Florence, County of Burlington and State of New Jersey, bounded and described as follows:

BEGINNING at a point for a corner to Tax Map Lot 14 in the Northerly line of Second Street (50 feet wide) at a distance of 172.00 feet measured in a Westerly direction from the intersection of the said Northerly line of Second Street with the Westerly line of Iron Street (50 feet wide); thence,

(1) extending from said point of beginning along the said Northerly line of Second Street in a Westerly direction, a distance of 30.00 feet to a point for a corner to Tax Map Lot 5; thence,

(2) extending along said Tax Map Lot 5 in a Northerly direction at right angles to Second Street, a distance of 117.50 feet to a point for a corner in the line of Tax Map Lot 4; thence,

(3) extending along said Tax Map Lot 4 in an Easterly direction parallel with Second Street, a distance of 30.00 feet to a point for a corner to the aforementioned Tax Map Lot 14; thence,

(4) extending along said Tax Map Lot 14 in a Southerly direction at right angles to Second Street, a distance of 117.50 feet to the first mentioned point and place of BEGINNING.

FOR INFORMATION ONLY: Being Lot 10 Block 16 on the tax map of the Township of Florence.

MB7572 PG866

THIS POSTPONEMENT is made on the 19th day of December 2005

BETWEEN the Mortgage Holder, the State of New Jersey, Department of Community Affairs, EMERGENCY SHELTER SUPPORT PROGRAM (hereinafter referred to as the "Lender"), having its principal office at 101 South Broad Street, Trenton, New Jersey 08625-0806.

AND the New Lender, The Community Preservation Corporation having its principal office located at 75 Montgomery Street, 5th floor, Jersey City, New Jersey.

Present Mortgage. Lender is the holder of a Mortgage referred to as the "Present Mortgage." The Present Mortgage is dated May 17, 1999 and was made by The Salt and Light Company, Inc., a New Jersey Corporation, to the State of New Jersey, Department of Community Affairs, Emergency Shelter Support Program. The Present Mortgage was recorded on June 15th 1999, in the Burlington County Recorder of Deeds Office in Mortgage Book 7572, at Page 860. The Lender also holds a Mortgage Note that is secured by the Present Mortgage. The Present Mortgage covers property located at 1 Ridge View, Willingboro; 140 Alden Avenue, Roebling; 275 Green Street, Unit 4J-5 (Arbor Green Condominiums, Edgewater Park; 327 Borden Street, Bordentown; 717 W. Second Street, Florence and 929 Rigg Road, Burlington, Burlington County, New Jersey, and more particularly described on Schedule A attached hereto (the "Project"). The original amount of the Mortgage Note, which was secured by the Present Mortgage, was \$370,000.00. 314,700

New Mortgage. The New Lender is about to make a First Mortgage on the Project in the sum of \$1,387,648.00, which will be secured by a mortgage covering the Project, the same property as the Present Mortgage, referred to as the "New Mortgage." 526,000

Postponement. The Present Mortgage and all amendments thereto, whenever made, will be subject, subordinate and inferior in priority to the New Mortgage and all amendments thereto, whenever made. This includes all renewals and extensions of the New Mortgage. The Lender has received good and valuable consideration for making this Postponement, and the Lender desires to grant this Postponement to induce the New Lender to make the loan secured by the New Mortgage.

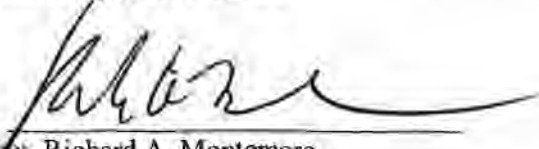
Continuing Effect. This Postponement changes only the priority of the Present Mortgage. The Present Mortgage remains in effect in all other respects.

Who is Bound. This Postponement is binding upon the Lender and all who succeed to the Lender's rights as holder of the Present Mortgage.

Signatures. The Lender agrees to this Postponement. This Postponement has been duly executed by the Lender on the date first above written.

In the presence of:

State of New Jersey Department of Community Affairs
Emergency Shelter Support Program

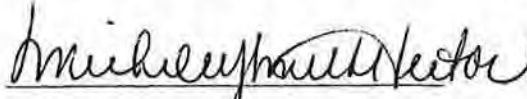
By: 
Name: Richard A. Montemore
Title: Administrator

Hereunto Duly Authorized

sent by e-mail
5/4/06

STATE OF NEW JERSEY, COUNTY OF MERCER: SS

BE IT REMEMBERED, that on this 19th day of December 2005, before me, the subscriber, a Administrator of the State of New Jersey, personally appeared Richard A. Montemore, who, being duly sworn on his oath, acknowledges and makes proof to my satisfaction, that he/she is the Administrator in the State of New Jersey, Department of Community Affairs, Division of Housing Production, the Lender named in the within Instrument, that the execution as well as the making of this Instrument has been duly authorized by said Lender as for the voluntary act and deed of the said Lender, in the presence of deponent, who thereupon subscribed his name thereto.



MICHELE Y. SMITH-HECTOR

Notary Public of New Jersey

Commission Expires 10/20/2010

RECORD AND RETURN TO:

**Department of Community Affairs
Division of Housing Production
Emergency Shelter Support Program
101 South Broad Street, 5th floor - POB 806
Trenton, New Jersey 08625-0806**

Mortgage

This mortgage is made on *May 17, 1997*
BETWEEN the Borrower(s) **THE SALT & LIGHT COMPANY, INC.**

Whose address is P.O. Box 249 (96 Rancocas Rd.)
Mt. Holly, New Jersey 08060-0249

referred to as "I,"
AND the Lender **NEW JERSEY DEPARTMENT OF COMMUNITY AFFAIRS**
Division of Housing and Community Affairs

whose address is 101 So. Broad Street, P.O. Box 806
Trenton, New Jersey 08625-0806

referred to as the "Lender."

If more than one Borrower signs this Mortgage, the word "I" shall mean each Borrower named above. The word "Lender" means the original Lender and anyone else who takes this Mortgage by transfer.

1. **Mortgage Note.** In return for a loan that I received, I promise to pay \$ 314,700.00 (called
"Principal"), plus interest in accordance with the terms of a Mortgage Note dated
(referred to as the "Note"). The Note provides for monthly payments of \$ N/A and a
yearly interest rate of N/A %. All sums owed under the Note are due no later than **. All
terms of the Note are made part of this Mortgage.

** See page 2 for term and conditions.

2. **Property Mortgaged.** The property mortgaged to the Lender (called the "Property") is located in the
County of Burlington
and State of New Jersey. The Property includes: (a) the land; (b) all buildings that are now, or will be, located on the
land; (c) all fixtures that are now, or will be, attached to the land or building(s) (for example, furnaces, bathroom fixtures
and kitchen cabinets); (d) all condemnation awards and insurance proceeds relating to the land and building(s); and (e)
all other rights that I have, or will have, as owner of the Property. The legal description is:

☒ Please see attached Legal Description annexed hereto and made a part hereof (check box if applicable).

(For Recorder's Use Only)



** (1) The term of the mortgage is for 10 years.

(2) The outstanding amount will not be amortized, nor will a monthly payment against the principle balance be required.

(3) The outstanding balance will be due and payable to the department upon the sale of the property, or upon the cessation of the use of the property as a transitional housing facility.

(4) On the anniversary date of the issuance of the certificate of occupancy for the transitional housing facility, and on each successive anniversary date for ten years, 10% of the original principle will be forgiven by the Department upon submission to the Department of a certification by the Grantee that the property is being utilized as transitional housing for homeless individuals. The Department, as its discretion, may cause an inspection to be performed to confirm use of the property.

(5) The Department agrees to subordinate the mortgage to a lending institution that may provide permanent financing for this project.

(6) Mortgagee hereby agrees to release any of the premises upon payment of the sum as indicated below or such other sum as would be indicated by Paragraph 3 of the note and mortgage.

RE: 1 Ridge View, Willingboro, NJ	\$47,555.00
140 Alden Ave., Roebling, NJ	\$67,625.00
275 Green St., Unit 4J-5	
Arbor Green Condominiums, Edgewater Park, NJ	\$31,805.00
327 Borden St., Bordentown, NJ	\$28,505.00
717 W. Second St., Florence, NJ	\$67,355.00
929 Rigg Rd., Burlington, NJ	\$71,855.00

3. **Rights Given to Lender.** I mortgage the Property to the Lender. This means that I give the Lender those rights stated in this Mortgage and also those rights the law gives to Lenders who hold mortgages on real property. When I pay all amounts due to the Lender under the Note and this Mortgage, the Lender's rights under this Mortgage will end. The Lender will then cancel this Mortgage at my expense.

4. **Promises.** I make the following promises to the Lender:

a. **Note and Mortgage.** I will comply with all of the terms of the Note and this Mortgage.

b. **Payments.** I will make all payments required by the Note and this Mortgage.

c. **Ownership.** I warrant title to the premises (N.J.S.A. 46:9-2). This means I own the Property and will defend my ownership against all claims.

d. **Liens and Taxes.** I will pay all liens, taxes, assessments and other government charges made against the Property when due. I will not claim any deduction from the taxable value of the Property because of this Mortgage. I will not claim any credit against the Principal and interest payable under the Note and this Mortgage for any taxes paid on the Property.

e. **Insurance.** I must maintain extended coverage insurance on the Property. The Lender may also require that I maintain flood insurance or other types of insurance. The insurance companies, policies, amounts, and types of coverage must be acceptable to the Lender. I will notify the Lender in the event of any substantial loss or damage. The Lender may then settle the claim on my behalf if I fail to do so. All payments from the insurance company must be payable to the Lender under a "standard mortgage clause" in the insurance policy. The Lender may use any proceeds to repair and restore the Property or to reduce the amount due under the note and this Mortgage. This will not delay the due date for any payment under the Note and this Mortgage.

f. **Repairs.** I will keep the Property in good repair, neither damaging nor abandoning it. I will allow the Lender to inspect the Property upon reasonable notice to me.



Old Republic National Title Insurance Company

SCHEDULE C

Commitment No. 120305

The land referred to in this Commitment is described as follows:

ALL THAT CERTAIN tract of land and premises situate in the Township of Florence, County of Burlington and State of New Jersey bounded and described as follows:

BEGINNING at a cross cut set in the Southeast line of Alden Avenue, (30 feet wide) said cross cut being where the same is intersected by the Southwest line of lands now of formerly Barbara Koruc, said cross cut also being South 66 degrees 19 minutes 00 seconds West, a distance of 401.91 feet as measured along the said line of Alden Avenue from a point where the same is intersected by the Southwest line of Homberger Avenue (49.5 feet wide); and extending; thence

(1) South 23 degrees 41 minutes 00 seconds East, along the said line of Koruc and through a party wall, a distance of 100.00 feet to a rebar set; thence

(2) South 66 degrees 19 minutes 00 seconds West a distance of 22.40 feet to a rebar set in the Northeast line of lands now or formerly Louis Handor; thence

(3) North 23 degrees 41 minutes 00 seconds West along the same, a distance of 100.00 feet to a cross cut set in the said line of Alden Avenue; thence

(4) North 66 degrees 19 minutes 00 seconds East, along the same, a distance of 22.40 feet to the point of BEGINNING.

BEING known as Lot 8 in Block 118 as shown on the Tax Map of the Township of Florence.

FOR INFORMATION ONLY: Being Lot 8 Block 118 on the Tax Map.

MB7572 PG862

The land referred to in this Commitment is described as follows:

ALL THAT CERTAIN tract of land and premises situate in the Township of Edgewater Park, County of Burlington and State of New Jersey bounded and described as follows:

BEING Unit 4-J-5 in Arbor Green Condominium, said Unit being more specifically defined in the Master Deed mentioned and which Unit is herewith conveyed in conformity with the provisions of the Condominium Act of the State of New Jersey aforesaid; and also the 0.34% undivided interest in the Common elements appertaining to said Unit as specified in the Master Deed hereinabove mentioned.

FOR INFORMATION ONLY: Being Lot 1C4J05 Block 5C2.01 on the Tax Map.

Old Republic National Title Insurance Company

SCHEDULE C

Commitment No. 120307

The land referred to in this Commitment is described as follows:

ALL THAT CERTAIN lot of land and premises known as Lot #233 of Columbus Park #2 Extension, situate, lying and being along the Northerly side of Rigg Road, West of Flanders Road in the City of Burlington, County of Burlington and State of New Jersey, bounded and described as follows:

BEGINNING at a point in the curved Northerly side line of Rigg Road at the distance of 172.72 feet measured Southwestwardly along the same from the P.C. of the curved line bearing Eastwardly into Flanders Road; thence,

(1) Along the Northerly side line of Rigg Road following a curved line bearing toward the left having a radius of 290 feet the arc distance of 61 feet to a point a corner of Lot #234; thence,

(2) Along the line of Lot #234, North 57 degrees 48 minutes 39 seconds West for the distance of 100 feet to a point a corner in the line of Lot #127; thence,

(3) Partly along the line of Lot #127 and Lot #123 following a curved line bearing toward the right having a radius of 390 feet the arc distance of 82.04 feet to a point a corner of Lot #232; thence,

(4) Along the same, South 45 degrees 45 minutes 32 seconds East, for the distance of 100 feet to the point and place of BEGINNING.

FOR INFORMATION ONLY: Being Lot 6 Block 251 on the tax map of the City of Burlington.

MB7572 PG864

First American Title Insurance Company

SCHEDULE C

Commitment No. 120308

The land referred to in this Commitment is described as follows:

ALL THAT CERTAIN land and premises situate, lying and being in the Township of Willingboro, County of Burlington and State of New Jersey, bounded and described as follows:

BEGINNING at a point in the Northerly line of Lot 75, Block 901 (Ridgeview Place) at a point distant 95.00 feet Eastwardly from the intersection of said line of Lot 75, Block 901 (Ridgeview Place) with the easterly line of Rockland Drive, which said point is in the division line between Lots 17 and 18, and extends thence;

(1) Along Ridgeview Place, North 84 degrees 06 minutes 35 seconds East a distance of 38.00 feet to a point in the division line between Lots 18 and 19; thence,

(2) North 05 degrees 53 minutes 25 seconds West a distance of 100.00 feet crossing over a sanitary sewer easement along the front of the premises in question, to a point in the northerly line of a 10.00 foot wide gas easement; thence,

(3) South 84 degrees 06 minutes 35 seconds West a distance of 38.00 feet to a point in the Westerly line of said 10 foot wide gas easement and in the line of Lot 14; thence,

(4) Along Lots 14, 15, 16 and 17, and along said line of said easement, South 05 degrees 53 minutes 25 seconds East a distance of 100.00 feet to the place of BEGINNING.

FOR INFORMATION ONLY: Being Lot 18 Block 901 on the tax map of the Township of Willingboro.

MB7572 PG865

Old Republic National Title Insurance Company

SCHEDULE C

Commitment No. 120309

The land referred to in this Commitment is described as follows:

ALL THAT CERTAIN land and premises situate, lying and being in the Township of Florence, County of Burlington and State of New Jersey, bounded and described as follows:

BEGINNING at a point for a corner to Tax Map Lot 14 in the Northerly line of Second Street (50 feet wide) at a distance of 172.00 feet measured in a Westerly direction from the intersection of the said Northerly line of Second Street with the Westerly line of Iron Street (50 feet wide); thence,

(1) extending from said point of beginning along the said Northerly line of Second Street in a Westerly direction, a distance of 30.00 feet to a point for a corner to Tax Map Lot 5; thence,

(2) extending along said Tax Map Lot 5 in a Northerly direction at right angles to Second Street, a distance of 117.50 feet to a point for a corner in the line of Tax Map Lot 4; thence,

(3) extending along said Tax Map Lot 4 in an Easterly direction parallel with Second Street, a distance of 30.00 feet to a point for a corner to the aforementioned Tax Map Lot 14; thence,

(4) extending along said Tax Map Lot 14 in a Southerly direction at right angles to Second Street, a distance of 117.50 feet to the first mentioned point and place of BEGINNING.

FOR INFORMATION ONLY: Being Lot 10 Block 16 on the tax map of the Township of Florence.

MB7572 PG866

Old Fidelity Public National Title Insurance Company

SCHEDULE C

Commitment No. 120310

The land referred to in this Commitment is described as follows:

ALL THAT CERTAIN land and premises situate, lying and being in the City of Bordentown, County of Burlington and State of New Jersey, bounded and described as follows:

BEGINNING at a point in the Easterly line of Borden Street, opposite the middle of a party wall between #325 and #327 Borden Street; distant South 09 degrees 19 minutes 20 seconds West, 60.12 feet along Borden Street from the Southerly line of West Street and runs; thence,

(1) Along the middle of said party wall and the extensions thereof, South 80 degrees 40 minutes 40 seconds East, 63.31 feet to a point in the line of Lot 13 of the hereinafter mentioned plan; thence,

(2) Along Lot 13, South 06 degrees 51 minutes 27 seconds West, 15.03 feet to a point in the line of Lot 13 and corner to Lot 2; thence,

(3) Along Lot 2, through the middle of a party wall between #327 and #329 Borden Street, North 80 degrees 40 minutes 40 seconds West, 63.96 feet to a point in the Easterly line of Borden Street; thence,

(4) Along Borden Street, North 09 19 minutes 20 seconds East, 15.02 feet to the place of BEGINNING.

BEING all of lot 14 as shown on a map entitled "Proposed Subdivision of Tax Map Lot 2, Block 504, Sheet 5, City of Bordentown, Burlington County, New Jersey" and duly filed or about to be filed in the Burlington County Clerk's office.

FOR INFORMATION ONLY: Being Lot 14 Block 504 on the tax map of the City of Bordentown.

MB7572 PG867

g. **Statement of Amount Due.** Upon request of the Lender, I will certify to the Lender in writing:

- (a) the amount due on the Note and this Mortgage, and
- (b) whether or not I have any defense to my obligations under the Note and this Mortgage.

h. **Rent.** I will not accept rent from any tenant for more than one month in advance.

i. **Lawful Use.** I will use the Property in compliance with all laws, ordinances and other requirements of any governmental authority.

5. **Eminent Domain.** All or part of the Property may be taken by a government entity for public use. If this occurs, I agree that any compensation be given to the Lender. The Lender may use this to repair and restore the Property or to reduce the amount owed on the Note and this Mortgage. This will not delay the due date for any further payment under the Note and this Mortgage. Any remaining balance will be paid to me.

6. **Tax and Insurance Escrow.** If the Lender requests, I will make regular monthly payments to the Lender of: (a) 1/12 of the yearly real estate taxes and assessments on the Property; and (b) 1/12 of the yearly cost of insurance on the Property. These payments will be held by the Lender without interest to pay the taxes, assessments and insurance premiums as they become due.

7. **Payments Made for Borrower(s).** If I do not make all of the repairs or payments as agreed in this Mortgage, the Lender may do so for me. The cost of these repairs and payments will be added to the Principal, will bear interest at the same rate provided in the Note and will be repaid to the Lender upon demand.

8. **Default.** The Lender may declare that I am in default on the Note and this Mortgage if:

- a. I fail to make any payment required by the Note and this Mortgage within N/A days after its due date;
- b. I fail to keep any other promise I make in this Mortgage;
- c. the ownership of the Property is changed for any reason;
- d. the holder of any lien on the Property starts foreclosure proceedings; or
- e. bankruptcy, insolvency or receivership proceedings are started by or against any of the Borrowers.

9. **Payments Due Upon Default.** If the Lender declares that I am in default, I must immediately pay the full amount of all unpaid Principal, interest, other amounts due on the Note and this Mortgage and the Lender's costs of collection and reasonable attorney fees.

10. **Lender's Rights Upon Default.** If the Lender declares that the Note and this Mortgage are in default, the Lender will have all rights given by law or set forth in this Mortgage. This includes the right to do any one or more of the following:

- a. take possession of and manage the Property, including the collection of rents and profits;
- b. have a court appoint a receiver to accept rent for the Property (I consent to this);
- c. start a court action, known as foreclosure, which will result in a sale of the Property to reduce my obligations under the Note and this Mortgage; and
- d. sue me for any money that I owe the Lender.

11. **Notices.** All notices must be in writing and personally delivered or sent by certified mail, return receipt requested, to the address given in this Mortgage. Address changes may be made upon notice to the other party.

12. **No Waiver by Lender.** Lender may exercise any right under this Mortgage or under any law, even if Lender has delayed in exercising that right or has agreed in an earlier instance not to exercise that right. Lender does not waive its right to declare that I am in default by making payments or incurring expenses on my behalf.

13. **Each Person Liable.** This Mortgage is legally binding upon each Borrower and all who succeed to their responsibilities (such as heirs and executors). The Lender may enforce any of the Provisions of the Note and this Mortgage against any one or more of the Borrowers who sign this Mortgage.

14. **No Oral Changes.** This Mortgage can only be changed by an agreement in writing signed by both the Borrower(s) and the Lender.

15. **Signatures.** I agree to the terms of this Mortgage. If the Borrower is a corporation, its proper corporate officers sign and its corporate seal is affixed.

The Salt & Light Company, Inc.
by

Witnessed or Attested by:



 (Seal)

KENT R. PIPES - EXECUTIVE DIRECTOR

(Seal)

STATE OF NEW JERSEY, COUNTY OF
I CERTIFY that on

SS.:

personally came before me and stated to my satisfaction that this person (or if more than one, each person):
(a) was the maker of the attached instrument; and,
(b) executed this instrument as his or her own act.

(Print name and title below signature)

STATE OF NEW JERSEY, COUNTY OF *Camden*
I CERTIFY that on *my 17 day*

SS.:

Kent R. Pipes

personally came before me and stated to my satisfaction that this person (or if more than one, each person):
(a) was the maker of the attached instrument;
(b) was authorized to and did execute this instrument as Executive Director

of The Salt & Light Company, Inc. the entity named in this instrument; and,
(c) executed this instrument as the act of the entity named in this instrument.

(Print name and title below signature)

NOTE MORTGAGE

Dated:

The Salt & Light Company, Inc.

Borrower(s)

TO

NJ Department of Community
Affairs

Lender(s)

Record & Return to:

SERVICETRAK NETWORK
22 SPRINGDALE ROAD
CHERRY HILL, NJ 08003

File, 120305 → 120310

To the County Recording Officer of

County:

This Mortgage is fully paid. I authorize you to cancel it of record.

Dated

Lender

(Seal)



RECORDING DATA PAGE

SERVICETRAK NETWORK
22 SPRINGDALE ROAD
CHERRY HILL, NJ 08003

Receipt No : 174600
Document No : 3311589 Type : MTG
Recording Date : 06/15/1999
Login id : ccbartho

Recorded
Jun 15 1999 09:16am
Burlington County Clerk

Clerk of Burlington County • 49 Rancocas Rd. • Mt. Holly, NJ 08060
609-265-5180

MB7572 PG870

A. SETTLEMENT STATEMENT

U.S. DEPARTMENT OF HOUSING
AND URBAN DEVELOPMENT

OMB NO. 2502-0265



B. TYPE OF LOAN			
1. <input type="checkbox"/> FHA	2. <input type="checkbox"/> FmHA	3. <input type="checkbox"/> Conv. Unis.	6. FILE NUMBER
4. <input type="checkbox"/> VA	5. <input type="checkbox"/> Conv. Ins.		120309
		7. LOAN NUMBER	8. MORTGAGE INS CASE NUMBER
C. NOTE: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "[POC]" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.			
5.0 10-96 (5/120309.HUD/120309)			
D. NAME AND ADDRESS OF BORROWER		E. NAME AND ADDRESS OF SELLER	
The Salt & Light Company Inc. 717 West 2nd Street Florence, NJ		HUD 717 West 2nd Street Florence, NJ	
F. NAME AND ADDRESS OF LENDER		I. SETTLEMENT DATE	
State of New Jersey Department of Community Affairs		May 17, 1999	
G. PROPERTY LOCATION		H. SETTLEMENT AGENT	
717 West 2nd Street Florence, NJ Burlington County, New Jersey		STEVEN HERRON	
		PLACE OF SETTLEMENT	
		22 Springdale Road Cherry Hill NJ 08003	
		SURETY TITLE CORP.	
J. SUMMARY OF BORROWER'S TRANSACTION		K. SUMMARY OF SELLER'S TRANSACTION	
100. GROSS AMOUNT DUE FROM BORROWER		400. GROSS AMOUNT DUE TO SELLER	
101. Contract Sales Price		38,400.00	
102. Personal Property		402. Personal Property	
103. Settlement Charges to Borrower line1400		2,390.54	
104.		404.	
105.		405.	
Adjustments for items paid by Seller in advance		Adjustments for items paid by Seller in advance	
106. City/town Taxes 05-17-99 to 06-30-99		284.85	
107. County Taxes to		406. City/town Taxes 05-17-99 to 06-30-99	
108. Assessments to		284.85	
109.		407. County Taxes to	
110.		408. Assessments to	
111.		409.	
112.		410.	
120. GROSS AMOUNT DUE FROM BORROWER		41.075.39	
200. AMOUNTS PAID BY OR IN BEHALF OF BORROWER		420. GROSS AMOUNT DUE TO SELLER	
201. Deposit or earnest money		38,684.85	
202. Principal Amount of New Loan(s)		500. REDUCTIONS IN AMOUNT DUE TO SELLER	
203. Existing Loan(s) Taken Subject to		501. Excess Deposit (see instructions)	
204.		502. Settlement Charges to Seller line1400	
205.		14,651.16	
206.		503. Existing Loans taken subject to	
207.		504. Payoff of first mortgage loan	
208. DISCOUNT 15% Non-Profit		505. Payoff of second mortgage loan	
5,760.00		506.	
209. REIMBURSEMENT TO BUYER		507.	
707.56		508. DISCOUNT 15% Non-Profit	
Adjustments for items unpaid by Seller		5,760.00	
210. City/town Taxes to		509. REIMBURSEMENT TO BUYER	
211. County Taxes to		707.56	
212. Assessments to		Adjustments for items unpaid by Seller	
213.		510. City/town Taxes to	
214.		511. County Taxes to	
215.		512. Assessments to	
216.		513.	
217.		514.	
218.		515.	
219.		516.	
5760.00		517.	
220. TOTAL PAID BY/FOR BORROWER		518.	
-6,467.56		519.	
300. CASH AT SETTLEMENT FROM/TO BORROWER		2041.16	
301. Gross Amt Due from Borrower (line 120)		520. TOTAL REDUCTION AMOUNT DUE SELLER	
41,075.39		21,118.72	
302. Less Amt Paid by/for Borrower (line 220) (-6,467.56)		600. CASH AT SETTLEMENT TO/FROM SELLER	
34,607.83		601. Gross Amount Due to Seller (line 420)	
303. CASH [X] FROM [] TO BORROWER		38,684.85	
		602. Less Reductions Due Seller (line 520) (-21,118.72)	
		17,566.13	
		603. CASH [X] TO [] FROM SELLER	

The undersigned hereby acknowledge receipt of a completed copy of pages 1&2 of this statement & any attachments referred to herein. I HAVE CAREFULLY REVIEWED THE HUD-1 SETTLEMENT STATEMENT AND TO THE BEST OF MY KNOWLEDGE AND BELIEF, IT IS A TRUE AND ACCURATE STATEMENT OF ALL RECEIPTS AND DISBURSEMENTS MADE ON MY ACCOUNT OR BY ME IN THIS TRANSACTION. I FURTHER CERTIFY THAT I HAVE RECEIVED A COPY OF THE HUD-1 SETTLEMENT STATEMENT.

BORROWER _____
The Salt & Light Company Inc.

BORROWER _____

SELLER _____

HUD

SELLER _____

35,315.39

18273.69.

TO THE BEST OF MY KNOWLEDGE, THE HUD-1 SETTLEMENT STATEMENT WHICH I HAVE PREPARED IS A TRUE AND ACCURATE ACCOUNT OF THE FUNDS WHICH WERE RECEIVED AND HAVE BEEN OR WILL BE DISBURSED BY THE UNDERSIGNED AS PART OF THE SETTLEMENT OF THIS TRANSACTION.

STEVEN HERRON

WARNING: IT IS A CRIME TO KNOWINGLY MAKE FALSE STATEMENTS TO THE UNITED STATES ON THIS OR ANY SIMILAR FORM. PENALTIES UPON CONVICTION CAN INCLUDE A FINE AND IMPRISONMENT. FOR DETAILS SEE: TITLE 18 U.S. CODE SECTION 1001 & SECTION 1010.

L. SETTLEMENT CHARGES			
700. Total Sales/Brokers Commissions Based on Price \$			
Division of Commission (line 700) as follows:		PAID FROM BORROWER'S FUNDS AT SETTLEMENT	PAID FROM SELLER'S FUNDS AT SETTLEMENT
701. \$ to			
702. \$ to			
703. Commission Paid at Settlement			
704.			
800. ITEMS PAYABLE IN CONNECTION WITH LOAN			
801. Loan Origination Fee % to			
802. Loan Discount % to			
803. Appraisal Fee to			
804. Credit Report to			
805. Lender's Inspection Fee to			
806. Mortgage Ins. App. Fee to			
807. Assumption Fee to			
808. OUTSTANDING TAXES TO 6-30-99 to FLORENCE TOWNSHIP			
809. OUTSTANDING WATER & SEWER to FLORENCE TOWNSHIP			2,494.23
810. CERTIFICATE #199610 to FLORENCE TOWNSHIP		2,335.54	
811. CERTIFICATE #199717 to FLORENCE TOWNSHIP			3,312.30
900. ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE			8,561.63
901. Interest from to @\$ /day(days %)			
902. Mortgage Insurance Premium for months to			
903. Hazard Insurance Premium for 1.0 years to			
904.			
905.			
1000. RESERVES DEPOSITED WITH LENDER			
1001. Hazard Insurance months @ \$ per month			
1002. Mortgage Insurance months @ \$ per month			
1003. City/town Taxes months @ \$ per month			
1004. County Taxes months @ \$ per month			
1005. Assessments months @ \$ per month			
1006. months @ \$ per month			
1007. months @ \$ per month			
1008. months @ \$ per month			
1100. TITLE CHARGES			
1101. Settlement or Closing Fee to SURETY TITLE			
1102. WIRE FEE to SURETY TITLE			215.00
1103. WIRE FEE to ServiceTrak Network			18.00
1104. Title Insurance Binder to		20.00	
1105. Document Preparation to			
1106. Notary Fees to			
1107. Attorney's Fees to			
(includes above item numbers:			
1108. Title Insurance to ServiceTrak Network			
(includes above item numbers:			
1109. Lender's Coverage \$			
1110. Owner's Coverage \$ 39,000.00			
1111.			
1112.			
1113.			
1200. GOVERNMENT RECORDING AND TRANSFER CHARGES			
1201. Recording Fees: Deed \$ 35.00 ;Mortgage \$;Releases \$ 50.00		35.00	50.00
1202. City/County Tax/Stamps: Deed \$;Mortgage \$			
1203. State Tax/Stamps: Deed \$;Mortgage \$			
1204.			
1205.			
1300. ADDITIONAL SETTLEMENT CHARGES			
1301. Survey to			
1302. Pest Inspection to			
1303.			
1304.			
1305.			
1400. TOTAL SETTLEMENT CHARGES (Enter On Lines 103, Section J and 502, Section K)		2,390.54	14,651.16

The undersigned hereby acknowledge receipt of a completed copy of pages 1&2 of this statement & any attachments referred to herein. I HAVE CAREFULLY REVIEWED THE HUD-1 SETTLEMENT STATEMENT AND TO THE BEST OF MY KNOWLEDGE AND BELIEF, IT IS A TRUE AND ACCURATE STATEMENT OF ALL RECEIPTS AND DISBURSEMENTS MADE ON MY ACCOUNT OR BY ME IN THIS TRANSACTION. I FURTHER CERTIFY THAT I HAVE RECEIVED A COPY OF THE HUD-1 SETTLEMENT STATEMENT.

BORROWER The Salt & Light Company Inc.

BORROWER _____

SELLER HUD

SELLER _____

TO THE BEST OF MY KNOWLEDGE, THE HUD-1 SETTLEMENT STATEMENT WHICH I HAVE PREPARED IS A TRUE AND ACCURATE ACCOUNT OF THE FUNDS WHICH WERE RECEIVED AND HAVE BEEN OR WILL BE DISBURSED BY THE UNDERSIGNED AS PART OF THE SETTLEMENT OF THIS TRANSACTION.

STEVEN HERRON

WARNING: IT IS A CRIME TO KNOWINGLY MAKE FALSE STATEMENTS TO THE UNITED STATES ON THIS OR ANY SIMILAR FORM. PENALTIES UPON CONVICTION CAN INCLUDE A FINE AND IMPRISONMENT. FOR DETAILS SEE: TITLE 18 U.S. CODE SECTION 1001 & SECTION 1010.

Certified to be a true copy

(5/120309.HUD/120309)

Date Issued 01/10/97
Control #
Permit # 95-0292

UCC NEW JERSEY
CERTIFICATE

IDENTIFICATION

Block 16 Lot 10
Work Site Location 717 WEST SECOND STREET
FLORENCE, NJ
Owner in Fee SALT & LIGHT COMPANY, INC.
Address P.O. BOX 106
MT. HOLLY, NJ 08060-
Telephone (609)261-4571
Contractor SALT & LIGHT COMPANY, INC.
Address P.O. BOX 106
MT. HOLLY, NJ 08060-
Telephone (609)261-4571
Lic. No. or Bldrs. Reg. No.
Federal Emp. No. 22-2709739
or Social Security No.

Home Warranty No.
Type of Warranty Plan: [] State [] Private
Use Group R-3
Maximum Live Load 0
Construction Classification 58
Maximum Occupancy Load 0
Description of Work/Use:

REMODEL P ARTITIONS WALL, STEPS IN REAR
REPLACE WINDOWS ETC

CERTIFICATE OF OCCUPANCY/APPROVAL

☒ CERTIFICATE OF OCCUPANCY

This serves notice that said building or structure has been constructed in accordance with the New Jersey Uniform Construction Code and is approved for occupancy.

☐ CERTIFICATE OF APPROVAL

This serves notice that the work completed has been constructed or installed in accordance with the New Jersey Uniform Construction Code and is approved. If the permit was issued for minor work, this certificate was based upon what was visible at the time of inspection.

☐ TEMPORARY CERTIFICATE OF OCCUPANCY/COMPLIANCE

If this is a Temporary Certificate of Occupancy the following conditions must be met no later than _____, _____ or the owner will be subject to fine or order to vacate:

☐ CERTIFICATE OF CONTINUED OCCUPANCY

This serves notice that based on a general inspection of the visible parts of the building there are no imminent hazards and the building is approved for continued occupancy.

☐ CERTIFICATE OF COMPLIANCE

This serves notice that said potentially hazardous equipment has been installed and/or maintained in accordance with the New Jersey Uniform Construction Code and is approved for use until _____.

JP Hleek
CONSTRUCTION OFFICIAL

Fee \$ 70
Paid ☒ Check No. 4876
Collected by: RJB

**SPECIAL WARRANTY DEED
FOR NEW JERSEY**

351-264563
ST 8918

120305

Prepared by:

SECRETARY OF HOUSING AND URBAN DEVELOPMENT

By:

Shirley Bryant, Director, REO Division

THIS INDENTURE,

Made the 5th day of May, 1999, between

**Andrew M. Cuomo, Secretary of Housing and Urban Development of Washington, D.C.,
acting by and through the Federal Housing Commissioner, party of the first part,**

AND

The Salt & Light Company, Inc.

of 140 Alden Avenue, Township of Florence, Burlington County, New Jersey

party(ies) of the second part.

WITNESSETH, That the said party of the first part, for and in consideration of the sum of
Eighty thousand three hundred dollars

(\$80,300.00) lawful money of
the United States of America, to him in hand well and truly paid, by the said party(ies) of the second part, at
or before the sealing and delivery of these presents, the receipts whereof is hereby acknowledged, and the
said party of the first part being therewith fully satisfied, contented and paid, has given, granted, bargained,
sold, aliened, released, enfeoffed, conveyed and confirmed and by these presents does give, grant,
bargain, sell, alien, release, enfeoff, convey and confirm unto the said party(ies) of the second part, forever,
all those lands and premises specifically described as follows:

ALL that certain land and premises situate, lying and being in the
Township of Florence, Burlington County, New Jersey, bounded and
described as follows:

BEGINNING at a cross cut set in the Southeast line of Alden Avenue
(30 feet wide) said cross cut being where the same is intersected
by the Southwest line of lands now or formerly Barbara Koruc,
said cross cut also being South 66 degrees 19 minutes 00 seconds
West a distance of 401.91 feet as measured along the said line of
Alden Avenue from a point where the same is intersected by the
Southwest line of Hornberger Avenue (49.5 feet wide) and
extending; thence

(1) South 23 degrees 41 minutes 00 seconds East along the said
line of Koruc and through a party wall a distance of 100.00 feet
to a rebar set; thence

(2) South 66 degrees 19 minutes 00 seconds West a distance of
22.40 feet to a rebar set in the Northeast line of lands now or
formerly Louis Handor; thence

(3) North 23 degrees 41 minutes 00 seconds West along the same a
distance of 100.00 feet to a cross cut set in the said line of
Alden Avenue; thence

(4) North 66 degrees 19 minutes 00 seconds East along the same a
distance of 22.40 feet to the point and place of beginning.

BEING known as Lot 8, Block 118 as shown on the Township of
Florence Tax Map.

COMMONLY known as 140 Alden Avenue

BEING the same property acquired by the party of the first part pursuant to the provisions of
the National Housing Act, as amended (12 USC 1701 et seq.) and the Department of Housing and Urban
Development Act (79 Stat. 667).

THIS DEED IS NOT TO BE IN EFFECT UNTIL:

5/17/99

DB5696 PG096

SERVICETRAK NETWORK
22 SPRINGDALE ROAD
CHERRY HILL, NJ 08003

Record & Return to:

120305

TOGETHER with all and singular the houses, buildings, trees, ways, waters, profits, privileges, and advantages, and with the appurtenances to the same belonging or in anyway appertaining: AND ALSO all the estate, right, title, interest, property, claim and demand whatsoever, of the said party of the first part, of, in and to the same, and of, in and to every part and parcel thereof:

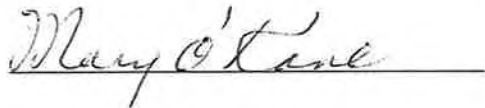
TO HAVE AND TO HOLD, all and singular the above described land and premises, with the appurtenances, to the only proper use, benefit and behoove of the said party(ies) of the second part, and the heirs and assigns of said party(ies) of the second part, forever:

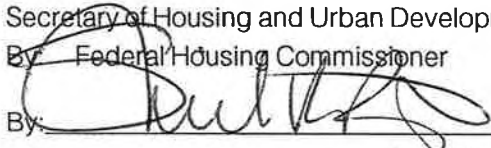
SAID CONVEYANCE is made SUBJECT to all covenants, easements, restrictions, reservations, conditions and rights appearing of record against the above described property, also SUBJECT to any state of facts which an accurate survey of said property would show:

AND THE SAID party of the first part, for himself, his successors and assigns, and all claiming by, through or under him, does covenant, promise and agree to and with the said party(ies) of the second part, and the heirs and assigns of said party(ies) of the second part, that he has not made, done, committed, executed or suffered any act or acts, thing or things whatsoever, whereby or by means whereof the above mentioned and described premises, or any part, or parcel, thereof, now are, or at any time hereafter shall or may be impeached, charged, or encumbered, in any manner or way whatsoever;

IN WITNESS WHEREOF the undersigned has set his hand and seal as CHIEF PROPERTY OFFICER, FHA FIELD OFFICE, CAMDEN, NEW JERSEY, for and on behalf of the said Secretary of Housing and Urban Development, under authority and by virtue of the Code of Federal Regulations, Title 24, Chapter II, Part 200, Subpart D, and 35 F.R., 16101 (10-14-70) as amended.

Signed, sealed and delivered
in the presence of:



Andrew M. Cuomo
Secretary of Housing and Urban Development
By: 
Shirley Bryant, Director, REO Division
FHA Field Office, Camden, New Jersey

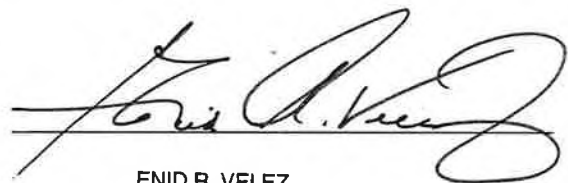
STATE OF NEW JERSEY, COUNTY OF BURLINGTON

SS.:

I CERTIFY that on May 5, 1999
to my satisfaction that this person:

- (a) was the maker of this Deed;
- (b) executed this Deed as her own act; and

(c) made this Deed for \$80,300.00 as the full and actual consideration paid or to be paid for the transfer of title. (Such consideration is defined in N.J.S.A. 46:15-5.)



ENID R. VELEZ
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Sept. 19, 2001

Mortgage

This mortgage is made on May 17, 1997
BETWEEN the Borrower(s) **THE SALT & LIGHT COMPANY, INC.**

Whose address is P.O. Box 249 (96 Rancocas Rd.)
Mt. Holly, New Jersey 08060-0249

referred to as "I,"
AND the Lender **NEW JERSEY DEPARTMENT OF COMMUNITY AFFAIRS**
Division of Housing and Community Affairs

whose address is 101 So. Broad Street, P.O. Box 806
Trenton, New Jersey 08625-0806

referred to as the "Lender."

If more than one Borrower signs this Mortgage, the word "I" shall mean each Borrower named above. The word "Lender" means the original Lender and anyone else who takes this Mortgage by transfer.

1. Mortgage Note. In return for a loan that I received, I promise to pay \$ 314,700.00 (called
"Principal"), plus interest in accordance with the terms of a Mortgage Note dated
(referred to as the "Note"). The Note provides for monthly payments of \$ N/A and a
yearly interest rate of N/A %. All sums owed under the Note are due no later than ** . All
terms of the Note are made part of this Mortgage.

** See page 2 for term and conditions.

2. Property Mortgaged. The property mortgaged to the Lender (called the "Property") is located in the
County of Burlington
and State of New Jersey. The Property includes: (a) the land; (b) all buildings that are now, or will be, located on the
land; (c) all fixtures that are now, or will be, attached to the land or building(s) (for example, furnaces, bathroom fixtures
and kitchen cabinets); (d) all condemnation awards and insurance proceeds relating to the land and building(s); and (e)
all other rights that I have, or will have, as owner of the Property. The legal description is:

☒ Please see attached Legal Description annexed hereto and made a part hereof (check box if applicable).

(For Recorder's Use Only)



** (1) The term of the mortgage is for 10 years.

(2) The outstanding amount will not be amortized, nor will a monthly payment against the principle balance be required.

(3) The outstanding balance will be due and payable to the department upon the sale of the property, or upon the cessation of the use of the property as a transitional housing facility.

(4) On the anniversary date of the issuance of the certificate of occupancy for the transitional housing facility, and on each successive anniversary date for ten years, 10% of the original principle will be forgiven by the Department upon submission to the Department of a certification by the Grantee that the property is being utilized as transitional housing for homeless individuals. The Department, as its discretion, may cause an inspection to be performed to confirm use of the property.

(5) The Department agrees to subordinate the mortgage to a lending institution that may provide permanent financing for this project.

(6) Mortgagee hereby agrees to release any of the premises upon payment of the sum as indicated below or such other sum as would be indicated by Paragraph 3 of the note and mortgage.

RE: 1 Ridge View, Willingboro, NJ	\$47,555.00
140 Alden Ave., Roebling, NJ	\$67,625.00
275 Green St., Unit 4J-5	
Arbor Green Condominiums, Edgewater Park, NJ	\$31,805.00
327 Borden St., Bordentown, NJ	\$28,505.00
717 W. Second St., Florence, NJ	\$67,355.00
929 Rigg Rd., Burlington, NJ	\$71,855.00

3. Rights Given to Lender. I mortgage the Property to the Lender. This means that I give the Lender those rights stated in this Mortgage and also those rights the law gives to Lenders who hold mortgages on real property. When I pay all amounts due to the Lender under the Note and this Mortgage, the Lender's rights under this Mortgage will end. The Lender will then cancel this Mortgage at my expense.

4. Promises. I make the following promises to the Lender:

a. Note and Mortgage. I will comply with all of the terms of the Note and this Mortgage.

b. Payments. I will make all payments required by the Note and this Mortgage.

c. Ownership. I warrant title to the premises (N.J.S.A. 46:9-2). This means I own the Property and will defend my ownership against all claims.

d. Liens and Taxes. I will pay all liens, taxes, assessments and other government charges made against the Property when due. I will not claim any deduction from the taxable value of the Property because of this Mortgage. I will not claim any credit against the Principal and interest payable under the Note and this Mortgage for any taxes paid on the Property.

e. Insurance. I must maintain extended coverage insurance on the Property. The Lender may also require that I maintain flood insurance or other types of insurance. The insurance companies, policies, amounts, and types of coverage must be acceptable to the Lender. I will notify the Lender in the event of any substantial loss or damage. The Lender may then settle the claim on my behalf if I fail to do so. All payments from the insurance company must be payable to the Lender under a "standard mortgage clause" in the insurance policy. The Lender may use any proceeds to repair and restore the Property or to reduce the amount due under the note and this Mortgage. This will not delay the due date for any payment under the Note and this Mortgage.

f. Repairs. I will keep the Property in good repair, neither damaging nor abandoning it. I will allow the Lender to inspect the Property upon reasonable notice to me.

The land referred to in this Commitment is described as follows:

ALL THAT CERTAIN tract of land and premises situate in the Township of Florence, County of Burlington and State of New Jersey bounded and described as follows:

BEGINNING at a cross cut set in the Southeast line of Alden Avenue, (30 feet wide) said cross cut being where the same is intersected by the Southwest line of lands now of formerly Barbara Koruc, said cross cut also being South 66 degrees 19 minutes 00 seconds West, a distance of 401.91 feet as measured along the said line of Alden Avenue from a point where the same is intersected by the Southwest line of Hornberger Avenue (49.5 feet wide); and extending; thence

(1) South 23 degrees 41 minutes 00 seconds East, along the said line of Koruc and through a party wall, a distance of 100.00 feet to a rebar set; thence

(2) South 66 degrees 19 minutes 00 seconds West a distance of 22.40 feet to a rebar set in the Northeast line of lands now or formerly Louis Handor; thence

(3) North 23 degrees 41 minutes 00 seconds West along the same, a distance of 100.00 feet to a cross cut set in the said line of Alden Avenue; thence

(4) North 66 degrees 19 minutes 00 seconds East, along the same, a distance of 22.40 feet to the point of BEGINNING.

BEING known as Lot 8 in Block 118 as shown on the Tax Map of the Township of Florence.

FOR INFORMATION ONLY: Being Lot 8 Block 118 on the Tax Map.

HB7572 PG862

The land referred to in this Commitment is described as follows:

ALL THAT CERTAIN tract of land and premises situate in the Township of Edgewater Park, County of Burlington and State of New Jersey bounded and described as follows:

BEING Unit 4-J-5 in Arbor Green Condominium, said Unit being more specifically defined in the Master Deed mentioned and which Unit is herewith conveyed in conformity with the provisions of the Condominium Act of the State of New Jersey aforesaid; and also the 0.34% undivided interest in the Common elements appertaining to said Unit as specified in the Master Deed hereinabove mentioned.

FOR INFORMATION ONLY: Being Lot 1C4J05 Block 502.01 on the Tax Map.

Old Republic National Title Insurance Company

SCHEDULE C

Commitment No. 120307

The land referred to in this Commitment is described as follows:

ALL THAT CERTAIN lot of land and premises known as Lot #233 of Columbus Park #2 Extension, situate, lying and being along the Northerly side of Rigg Road, West of Flanders Road in the City of Burlington, County of Burlington and State of New Jersey, bounded and described as follows:

BEGINNING at a point in the curved Northerly side line of Rigg Road at the distance of 172.72 feet measured Southwestwardly along the same from the P.C. of the curved line bearing Eastwardly into Flanders Road; thence,

(1) Along the Northerly side line of Rigg Road following a curved line bearing toward the left having a radius of 290 feet the arc distance of 61 feet to a point a corner of Lot #234; thence,

(2) Along the line of Lot #234, North 57 degrees 48 minutes 39 seconds West for the distance of 100 feet to a point a corner in the line of Lot #127; thence,

(3) Partly along the line of Lot #127 and Lot #123 following a curved line bearing toward the right having a radius of 390 feet the arc distance of 82.04 feet to a point a corner of Lot #232; thence,

(4) Along the same, South 45 degrees 45 minutes 32 seconds East, for the distance of 100 feet to the point and place of BEGINNING.

FOR INFORMATION ONLY: Being Lot 6 Block 251 on the tax map of the City of Burlington.

MB7572 PG864

First American Title Insurance Company

SCHEDULE C

Commitment No. 120308

The land referred to in this Commitment is described as follows:

ALL THAT CERTAIN land and premises situate, lying and being in the Township of Willingboro, County of Burlington and State of New Jersey, bounded and described as follows:

BEGINNING at a point in the Northerly line of Lot 75, Block 901 (Ridgeview Place) at a point distant 95.00 feet Eastwardly from the intersection of said line of Lot 75, Block 901 (Ridgeview Place) with the easterly line of Rockland Drive, which said point is in the division line between Lots 17 and 18, and extends thence;

(1) Along Ridgeview Place, North 84 degrees 06 minutes 35 seconds East a distance of 38.00 feet to a point in the division line between Lots 18 and 19; thence,

(2) North 05 degrees 53 minutes 25 seconds West a distance of 100.00 feet crossing over a sanitary sewer easement along the front of the premises in question, to a point in the northerly line of a 10.00 foot wide gas easement; thence,

(3) South 84 degrees 06 minutes 35 seconds West a distance of 38.00 feet to a point in the Westerly line of said 10 foot wide gas easement and in the line of Lot 14; thence,

(4) Along Lots 14, 15, 16 and 17, and along said line of said easement, South 05 degrees 53 minutes 25 seconds East a distance of 100.00 feet to the place of BEGINNING.

FOR INFORMATION ONLY: Being Lot 18 Block 901 on the tax map of the Township of Willingboro.

HB7572 PG865

Old Republic National Title Insurance Company

SCHEDULE C

Commitment No. 120309

The land referred to in this Commitment is described as follows:

ALL THAT CERTAIN land and premises situate, lying and being in the Township of Florence, County of Burlington and State of New Jersey, bounded and described as follows:

BEGINNING at a point for a corner to Tax Map Lot 14 in the Northerly line of Second Street (50 feet wide) at a distance of 172.00 feet measured in a Westerly direction from the intersection of the said Northerly line of Second Street with the Westerly line of Iron Street (50 feet wide); thence,

(1) extending from said point of beginning along the said Northerly line of Second Street in a Westerly direction, a distance of 30.00 feet to a point for a corner to Tax Map Lot 5; thence,

(2) extending along said Tax Map Lot 5 in a Northerly direction at right angles to Second Street, a distance of 117.50 feet to a point for a corner in the line of Tax Map Lot 4; thence,

(3) extending along said Tax Map Lot 4 in an Easterly direction parallel with Second Street, a distance of 30.00 feet to a point for a corner to the aforementioned Tax Map Lot 14; thence,

(4) extending along said Tax Map Lot 14 in a Southerly direction at right angles to Second Street, a distance of 117.50 feet to the first mentioned point and place of BEGINNING.

FOR INFORMATION ONLY: Being Lot 10 Block 16 on the tax map of the Township of Florence.

MB7572 PG866

Old Fidelity National Title Insurance Company
SCHEDULE C
Commitment No. 120310

The land referred to in this Commitment is described as follows:

ALL THAT CERTAIN land and premises situate, lying and being in the City of Bordentown, County of Burlington and State of New Jersey, bounded and described as follows:

BEGINNING at a point in the Easterly line of Borden Street, opposite the middle of a party wall between #325 and #327 Borden Street, distant South 09 degrees 19 minutes 20 seconds West, 60.12 feet along Borden Street from the Southerly line of West Street and runs; thence,

(1) Along the middle of said party wall and the extensions thereof, South 80 degrees 40 minutes 40 seconds East, 63.31 feet to a point in the line of Lot 13 of the hereinafter mentioned plan; thence,

(2) Along Lot 13, South 06 degrees 51 minutes 27 seconds West, 15.03 feet to a point in the line of Lot 13 and corner to Lot 2; thence,

(3) Along Lot 2, through the middle of a party wall between #327 and #329 Borden Street, North 80 degrees 40 minutes 40 seconds West, 63.96 feet to a point in the Easterly line of Borden Street; thence,

(4) Along Borden Street, North 09 19 minutes 20 seconds East, 15.02 feet to the place of BEGINNING.

BEING all of lot 14 as shown on a map entitled "Proposed Subdivision of Tax Map Lot 2, Block 504, Sheet 5, City of Bordentown, Burlington County, New Jersey" and duly filed or about to be filed in the Burlington County Clerk's office.

FOR INFORMATION ONLY: Being Lot 14 Block 504 on the tax map of the City of Bordentown.

MB7572 PG867

g. Statement of Amount Due. Upon request of the Lender, I will certify to the Lender in writing:

- (a) the amount due on the Note and this Mortgage, and
- (b) whether or not I have any defense to my obligations under the Note and this Mortgage.

h. Rent. I will not accept rent from any tenant for more than one month in advance.

i. Lawful Use. I will use the Property in compliance with all laws, ordinances and other requirements of any governmental authority.

5. Eminent Domain. All or part of the Property may be taken by a government entity for public use. If this occurs, I agree that any compensation be given to the Lender. The Lender may use this to repair and restore the Property or to reduce the amount owed on the Note and this Mortgage. This will not delay the due date for any further payment under the Note and this Mortgage. Any remaining balance will be paid to me.

6. Tax and Insurance Escrow. If the Lender requests, I will make regular monthly payments to the Lender of: (a) 1/12 of the yearly real estate taxes and assessments on the Property; and (b) 1/12 of the yearly cost of insurance on the Property. These payments will be held by the Lender without interest to pay the taxes, assessments and insurance premiums as they become due.

7. Payments Made for Borrower(s). If I do not make all of the repairs or payments as agreed in this Mortgage, the Lender may do so for me. The cost of these repairs and payments will be added to the Principal, will bear interest at the same rate provided in the Note and will be repaid to the Lender upon demand.

8. Default. The Lender may declare that I am in default on the Note and this Mortgage if:

- a. I fail to make any payment required by the Note and this Mortgage within N/A days after its due date;
- b. I fail to keep any other promise I make in this Mortgage;
- c. the ownership of the Property is changed for any reason;
- d. the holder of any lien on the Property starts foreclosure proceedings; or
- e. bankruptcy, insolvency or receivership proceedings are started by or against any of the Borrowers.

9. Payments Due Upon Default. If the Lender declares that I am in default, I must immediately pay the full amount of all unpaid Principal, interest, other amounts due on the Note and this Mortgage and the Lender's costs of collection and reasonable attorney fees.

10. Lender's Rights Upon Default. If the Lender declares that the Note and this Mortgage are in default, the Lender will have all rights given by law or set forth in this Mortgage. This includes the right to do any one or more of the following:

- a. take possession of and manage the Property, including the collection of rents and profits;
- b. have a court appoint a receiver to accept rent for the Property (I consent to this);
- c. start a court action, known as foreclosure, which will result in a sale of the Property to reduce my obligations under the Note and this Mortgage; and
- d. sue me for any money that I owe the Lender.

11. Notices. All notices must be in writing and personally delivered or sent by certified mail, return receipt requested, to the address given in this Mortgage. Address changes may be made upon notice to the other party.

12. No Waiver by Lender. Lender may exercise any right under this Mortgage or under any law, even if Lender has delayed in exercising that right or has agreed in an earlier instance not to exercise that right. Lender does not waive its right to declare that I am in default by making payments or incurring expenses on my behalf.

13. Each Person Liable. This Mortgage is legally binding upon each Borrower and all who succeed to their responsibilities (such as heirs and executors). The Lender may enforce any of the Provisions of the Note and this Mortgage against any one or more of the Borrowers who sign this Mortgage.

14. No Oral Changes. This Mortgage can only be changed by an agreement in writing signed by both the Borrower(s) and the Lender.

15. Signatures. I agree to the terms of this Mortgage. If the Borrower is a corporation, its proper corporate officers sign and its corporate seal is affixed.

The Salt & Light Company, Inc.
by

Witnessed or Attested by:

(Seal)

KENT R. PIPES - EXECUTIVE DIRECTOR

(Seal)



STATE OF NEW JERSEY, COUNTY OF
I CERTIFY that on

SS.:

personally came before me and stated to my satisfaction that this person (or if more than one, each person):
(a) was the maker of the attached instrument; and,
(b) executed this instrument as his or her own act.

(Print name and title below signature)

STATE OF NEW JERSEY, COUNTY OF *Cherry*
I CERTIFY that on *my 12/2/95*

SS.:

Kent R. Pipes

personally came before me and stated to my satisfaction that this person (or if more than one, each person):
(a) was the maker of the attached instrument;
(b) was authorized to and did execute this instrument as Executive Director

of The Salt & Light Company, Inc. the entity named in this instrument; and,
(c) executed this instrument as the act of the entity named in this instrument.

(Print name and title below signature)

NOTE MORTGAGE

Dated:

The Salt & Light Company, Inc.

Borrower(s)

TO

NJ Department of Community
Affairs

Lender(s)

Record & Return to:

SERVICETRAX NETWORK
22 SPRINGDALE ROAD
CHERRY HILL, NJ 08003

File, 12-3-95 → 12-2-95

To the County Recording Officer of

County:

This Mortgage is fully paid. I authorize you to cancel it of record.

Dated

(Seal)
Lender



CONTINUED CERTIFICATE OF OCCUPANCY

Township of Florence
Florence, New Jersey

Housing Inspector
711 Broad Street
Florence, New Jersey 08518



CCO #: 2013 -003712

OWNER: SALT & LIGHT COMPANY

ADDRESS: 140 ALDEN AVE

BLOCK 00118 LOT 00008

BUYER(S)/TENANT(S) NAME: *Barbara Collins*

OTHER: _____

MAX OCCUPANCY: *3* CARBON MONOXIDE AND SMOKE DETECTOR TESTED: *7/9/13*

THIS BUILDING MEETS THE FIRE EXTINGUISHER REQUIREMENTS P.L. 1991.c.92 (C.52.:27D-198.1)

THIS NOTICE SERVES THAT OF THE DATE OF THIS
GENERAL INSPECTION OF THE VISIBLE PARTS OF THE
BUILDING THERE ARE NO IMMINENT HAZARDS AND THE
BUILDING IS APPROVED FOR CONTINUED OCCUPANCY

This certification applies only to governmental rules and regulations. If your property is subject to a homeowners or a condominium association, then those rules may impact on your use of the property. You should consult with the appropriate association to determine those applicable rules.

[Signature]
HOUSING INSPECTOR

July 26, 2013
DATE

THIS CCO REFLECTS THE CONDITION OF THE HOME AS OF THE DAY OF INSPECTION
VALID FOR 30 DAYS FROM DATE OF ISSUANCE

CONTINUED CERTIFICATE OF OCCUPANCY

Township of Florence
Florence, New Jersey



Housing Inspector
711 Broad Street
Florence, New Jersey 08518

CCO #: 2010 -002737

OWNER: SALT & LIGHT COMPANY THE

ADDRESS: 140 ALDEN AVE

BLOCK 00118 LOT 00008

~~BUYER(S)~~ TENANT(S) NAME: Heather Smith & Pablo Galeano

OTHER: unit # 2

MAX OCCUPANCY: 2

CARBON MONOXIDE AND SMOKE DETECTOR TESTED: 6/23/10

THIS BUILDING MEETS THE FIRE EXTINGUISHER REQUIREMENTS P.L. 1991.c.92 (C.52.:27D-198.1)

THIS NOTICE SERVES THAT OF THE DATE OF THIS
GENERAL INSPECTION OF THE VISIBLE PARTS OF THE
BUILDING THERE ARE NO IMMINENT HAZARDS AND THE
BUILDING IS APPROVED FOR CONTINUED OCCUPANCY

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Thomas J. [Signature]
HOUSING INSPECTOR

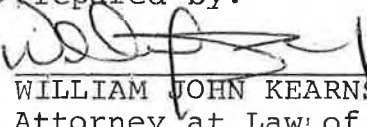
August 2, 2010
DATE

THIS CCO REFLECTS THE CONDITION OF THE HOME AS OF THE DAY OF INSPECTION
VALID FOR 30 DAYS FROM DATE OF ISSUANCE

EXHIBIT O

Third Round: 300-320 Alden Avenue Documentation

Prepared by:


WILLIAM JOHN KEARNS, JR.
Attorney at Law of New Jersey

Record & Return to:
KEARNS, VASSALLO & KEARNS
630 Beverly-Rancocas Road
Willingboro, NJ 08046-3718

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

BURLINGTON COUNTY
CLERK
2007 AUG -2 P 3:55

RECEIVED

**Rehabilitated Rental Property
With Covenants Restricting Rentals, Conveyance and Improvements
And Requiring Notice of Foreclosure and Bankruptcy**

THIS DEED RESTRICTION, entered into as of this the 30th day of June, 2007, by and between the Township of Florence ("the Municipality"), with offices at 711 Broad St., Florence, NJ 08518, and The Salt and Light Company, Inc. [a New Jersey Non-Profit Corporation] having offices at 96 Rancocas Rd. (PO Box 249) Mt. Holly, NJ 08060 the owner (the "Owner") of a residential low- or moderate-income rental property (the "Property"):

WITNESSETH

Article 1. Consideration

In consideration of the subsidies received by the Owner from the Municipality regarding this rental Property, the Owner hereby agrees to abide by the covenants, terms and conditions set forth in this Deed restriction, with respect to the land and improvements more specifically described in Article 2, hereof titled "Description of Property".

Article 2. Description of Property

The Property consists of all of the land, and improvements thereon, that is located in the municipality of Florence Township, County of Burlington, State of New Jersey, and described more specifically as Block No. 116 Lots No. 6 & 7, and known by the following street address: 300 and 320 Alden Avenue, Roebling, NJ 08554.

Also known as:

Beginning at a point marking the intersection of the Westerly side of James Street and the Southerly side of Alden Avenue and extending thence along the Southerly side of Alden Avenue;

- (1) North 66 degrees, 00 minutes and 00 seconds West 60.0 feet to a point between Lots 5 & 6 in the Southeasterly R.O.W. line of Alden (40') Avenue; thence
- (2) North 24 degrees, 00 minutes and 00 seconds West 200.0 feet to a point between Lots 2 & 6 in the Northwesterly R.O.W. line of Norman (51') Avenue; thence
- (3) South 66 degrees, 00 minutes and 00 seconds East 60.0 feet to a point in the Westerly side of James Street; thence
- (4) South 24 degrees, 00 minutes, 00 seconds 200 feet to the point of beginning.

Article 3. Affordable Housing Covenants

DB6508 PG652

The following covenants (the "Covenants") shall run with the land for a period of thirty (30) years, determined separately with respect for each restricted unit, beginning on the date the restricted unit has undergone final inspection as set forth in the contract entered into by and between the Owner and Municipality in consideration of the subsidy received by Owner for said improvements and ending after the Property occupied by an income eligible household shall become vacant, (the "Control Period).

- A. Sale, rental and use of the Property is governed by regulations known as the Uniform Housing Affordability Controls, which are found in New Jersey Administrative Code at Title 5, chapter 80, subchapter 26 (N.J.A.C. 5:80-26.1, *et seq*, the "Uniform Controls").
- B. The Property shall be used solely for the purpose of providing transitional housing and rental dwelling units for low- or moderate-income households, and no commitment for any such dwelling unit shall be given or implied, without exception, to any person who has not been certified for that unit in writing by the Owner. So long as any dwelling unit remains within its Control Period, sale of the Property must be expressly subject to these Deed Restrictions, deeds of conveyance must have these Deed Restrictions appended thereto, and no sale of the Property shall be lawful, unless approved in advance and in writing by the Township.
- C. No improvements may be made to the Property that would affect the bedroom configuration of any of its dwelling units, and any improvements to the Property requiring a building permit must be approved in advance and in writing by the Township.
- D. The Owner shall notify the Municipality of any foreclosure actions filed with respect to the Property within five (5) business days of service upon Owner.
- E. The Owner shall notify the Municipality within three (3) business days of the filing of any petition for protection from creditors or reorganization filed by or on behalf of the Owner.

Article 4. Foreclosure

- A. This Restriction shall not be terminated in the event of a Judgment of Foreclosure on the properties that include Affordable Housing Units that are designated as rental units.
- B. The terms of this Restriction shall be subordinated only to the First Purchase Money Mortgage lien on the Affordable Housing Property and in no way shall impair the First Purchase Money Mortgagee's ability to exercise the contract remedies available to it in the event of any default of such mortgage as such remedies are set forth in the First Purchase Money Mortgage documents for the Affordable Housing Unit.

An Execution of Foreclosure sale by any other class of creditor or mortgagee shall not result in a release of the Affordable Housing unit from the provisions and restrictions of this Agreement

Article 5. Remedies for Breach of Affordable Housing Covenants


A breach of the Covenants will cause irreparable harm to the Municipality and to the public, in light of the public policies set forth in the New Jersey Fair Housing Act, the Uniform Housing Affordability Control rules found at N.J.A.C. 5:80-26, and the obligation for the provision of low and moderate-income housing.

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

IN WITNESS WHEREOF, the Municipality and the Owner have executed this Deed Restriction in triplicate as of the date first above written.


THE SALT AND LIGHT COMPANY, INC., OWNER

BY: _____


Kent R. Pipes
President / CEO

APPROVED BY FLORENCE TOWNSHIP

BY: _____


Richard Brook
Township Administrator

ACKNOWLEDGEMENTS

On this the 27th day of June, 2007 before me came Kent R. Pipes, to me known and known to me to be the President of The Salt and Light Company, Inc., the Owner of the Property, who states that he has signed said Agreement for the purposes stated therein and is duly authorized by the Board of Trustees of said corporation to execute this Agreement on behalf of said corporation.

NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES SEPT. 3, 2008


NOTARY PUBLIC

On this the 1st day of June, 2007 before me came Richard Brook known and known to me to be Township Administrator of Florence Township, the Municipality identified as such in the foregoing Agreement, who states that he is duly authorized to execute said Agreement on behalf of said Municipality, and that he has so executed the foregoing Agreement for the purposes stated therein

JANICE M. CAREY
I.D. # 2097358
Notary Public of New Jersey
My Commission Expires Feb. 18, 2012


NOTARY PUBLIC

DB6508 PG654

Township of Florence
Florence, New Jersey

CONTINUED CERTIFICATE OF OCCUPANCY



Housing Inspector
711 Broad Street
Florence, New Jersey 08518

CCO #: 2007 -001826

OWNER: HOMES OF HOPE, INC

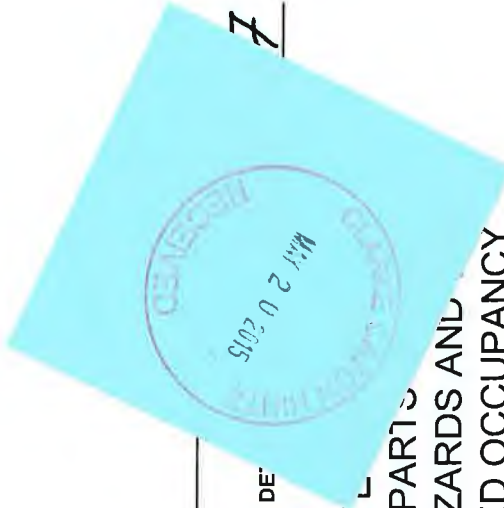
ADDRESS: 300 ALDEN AVE

BLOCK 00116 LOT 00007

BUYER(s)/TENANTS(s) NAME:

OTHER: 4 units

MAX OCCUPANCY: 8 CARBON MONOXIDE AND SMOKE DETECTORS: 7



THIS NOTICE SERVES THAT OF THE DATE OF THE
GENERAL INSPECTION OF THE VISIBLE PARTS OF THE
BUILDING THERE ARE NO IMMINENT HAZARDS AND
BUILDING IS APPROVED FOR CONTINUED OCCUPANCY

Thomas J. [Signature] HOUSING INSPECTOR
June 27, 2007 DATE

THIS CCO REFLECTS THE CONDITION OF THE HOME AS OF THE DAY OF INSPECTION
VALID FOR 30 DAYS FROM DATE OF ISSUANCE

Township of Florence
Florence, New Jersey

CONTINUED CERTIFICATE OF OCCUPANCY



Housing Inspector
711 Broad Street
Florence, New Jersey 08518

CCO #: 2007 -001827

OWNER: HOMES OF HOPE INC.

ADDRESS: 320 ALDEN AVE

BLOCK 00116 LOT 00006

BUYER(s)/TENANTS(s) NAME:

OTHER: 3 units 6 BR

MAX OCCUPANCY: 12 CARBON MONOXIDE AND SMOKE DETECTOR TESTED: 6-27-07

THIS NOTICE SERVES THAT OF THE DATE OF THIS
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HOUSING INSPECTOR


DATE

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VALID FOR 30 DAYS FROM DATE OF ISSUANCE



Township of Florence
711 Broad Street
Florence, NJ 08518
609-499-2130

CERTIFICATE IDENTIFICATION

Date Issued: 04/03/2013
Control #: 12933
Permit #: 20110214

Block: 116 Lot: 5 Qual: _____
Work Site Location: 340 ALDEN AVENUE
ROEBLING
Owner in Fee: THE SALT AND LIGHT CO
Address: PO BOX 249
MOUNT HOLLY NJ 08060
Telephone: 609 261-4571
Agent/Contractor: HOMES OF HOPE
Address: PO BOX 249
MOUNT HOLLY NJ 08060
Telephone: 609 261-4571
Lic. No./ Bldrs. Reg.No.: _____ Federal Emp. No.: 22-2365738
Social Security No.: _____

Home Warranty No: _____
Type of Warranty Plan: [] State [] Private
Use Group: R-2
Maximum Live Load: 100
Construction Classification: VB
Maximum Occupancy Load: 23
Certificate Exp Date: _____
Description of Work/Use: Construct new 4-unit multi family bldg.
ZB#2005-16

Update Desc. of Wk/Use: _____
sprinkler system, Basement Plan Revision, Fire alarm system, plan revisions for handicapped ramp

[X] CERTIFICATE OF OCCUPANCY

This serves notice that said building or structure has been constructed in accordance with the New Jersey Uniform Construction Code and is approved for occupancy.

[] CERTIFICATE OF APPROVAL

This serves notice that the work completed has been constructed or installed in accordance with the New Jersey Uniform Construction Code and is approved. If the permit was issued for minor work, this certificate was based upon what was visible at the time of inspection.

[] TEMPORARY CERTIFICATE OF OCCUPANCY/COMPLIANCE

If this is a temporary Certificate of Occupancy or Compliance, the following conditions must be met no later than or will be subject to fine or order to vacate:

[] CERTIFICATE OF CLEARANCE-LEAD ABATEMENT 5:17

This serves notice that based on written certification, lead abatement was performed as per NJAC 5:17, to the following extent:

[] Total removal of lead-based paint hazards in scope of work
[] Partial or limited time period(____ years); see file

[] CERTIFICATE OF CONTINUED OCCUPANCY

This serves notice that based on a general inspection of the visible parts of the building there are no imminent hazards and the building is approved for continued occupancy.

[] CERTIFICATE OF COMPLIANCE

This serves notice that said potentially hazardous equipment has been installed and/or maintained in accordance with the New Jersey Uniform Construction Code and is approved for use until


THOMAS LAYOU Construction Official

U.C.C 260 (rev. 5/03)

1 - APPLICANT 2 - OFFICE 3 - TAX ASSESSOR

Fees: \$70.00

Paid [X] Check No.: 1099

Collected by: ja



CONTINUED CERTIFICATE OF OCCUPANCY

CCO #: 2013 -003505

OWNER: SALT & LIGHT COMPANY

ADDRESS: 340 ALDEN AVE

BLOCK 00116 LOT 00005

~~OWNER~~(S)/TENANT(S) NAME: ANDRE EDWARDS

OTHER: Apt #1

MAX OCCUPANCY: 3 CARBON MONOXIDE AND SMOKE DETECTOR TESTED: 2-17-13

THIS BUILDING MEETS THE FIRE EXTINGUISHER REQUIREMENTS P.L. 1991.c.92 (C.52.:27D-198.1)

THIS NOTICE SERVES THAT OF THE DATE OF THIS
GENERAL INSPECTION OF THE VISIBLE PARTS OF THE
BUILDING THERE ARE NO IMMINENT HAZARDS AND THE
BUILDING IS APPROVED FOR CONTINUED OCCUPANCY

This certification applies only to governmental rules and regulations. If your property is subject to a homeowners or a condominium association, then those rules may impact on your use of the property. You should consult with the appropriate association to determine those applicable rules.

Thomas Lopez
HOUSING INSPECTOR

February 27, 2013
DATE

THIS CCO REFLECTS THE CONDITION OF THE HOME AS OF THE DAY OF INSPECTION
VALID FOR 30 DAYS FROM DATE OF ISSUANCE



CONTINUED CERTIFICATE OF OCCUPANCY

CCO #: 2013 -003506

OWNER: SALT & LIGHT COMPANY

ADDRESS: 340 ALDEN AVE

BLOCK 00116 LOT 00005

BUYER(S)/TENANT(S) NAME: RENEE WESCOT

OTHER: APT #2

MAX OCCUPANCY: 7 CARBON MONOXIDE AND SMOKE DETECTOR TESTED: 2-17-13

THIS BUILDING MEETS THE FIRE EXTINGUISHER REQUIREMENTS P.L. 1991.c.92 (C.52:27D-198.1)

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GENERAL INSPECTION OF THE VISIBLE PARTS OF THE
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Thomas Dyer
HOUSING INSPECTOR

February 27 2013
DATE

THIS CCO REFLECTS THE CONDITION OF THE HOME AS OF THE DAY OF INSPECTION
VALID FOR 30 DAYS FROM DATE OF ISSUANCE



CONTINUED CERTIFICATE OF OCCUPANCY

CCO #: 2013 -003507

OWNER: SALT & LIGHT COMPANY

ADDRESS: 340 ALDEN AVE

BLOCK 00116 LOT 00005

BUYER(S)/TENANT(S) NAME: CRYSTAL HOLMES

OTHER: RPT #3

MAX OCCUPANCY: 3 CARBON MONOXIDE AND SMOKE DETECTOR TESTED: 2-17-13

THIS BUILDING MEETS THE FIRE EXTINGUISHER REQUIREMENTS P.L. 1991.c.92 (C.52.:27D-198.1)

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GENERAL INSPECTION OF THE VISIBLE PARTS OF THE
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BUILDING IS APPROVED FOR CONTINUED OCCUPANCY

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Thomas J. Jorgensen
HOUSING INSPECTOR

February 27, 2013
DATE

THIS CCO REFLECTS THE CONDITION OF THE HOME AS OF THE DAY OF INSPECTION
VALID FOR 30 DAYS FROM DATE OF ISSUANCE

Township of Florence
Florence, New Jersey

CONTINUED CERTIFICATE OF OCCUPANCY



Housing Inspector
711 Broad Street
Florence, New Jersey 08518

CCO #: 2014 -004027

OWNER: SALT AND LIGHT COMPANY

ADDRESS: 340 ALDEN AVE #4

BLOCK 00116 LOT 00005

~~BUYER(S)~~ TENANT(S) NAME:

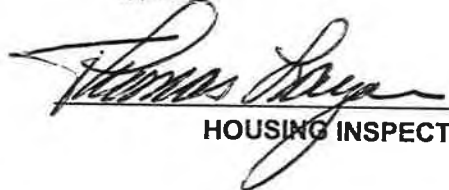
OTHER: David, David Forgione

MAX OCCUPANCY: 7 CARBON MONOXIDE AND SMOKE DETECTOR TESTED: 3-18-14

THIS BUILDING MEETS THE FIRE EXTINGUISHER REQUIREMENTS P.L. 1991.c.92 (C.52.:27D-198.1)

THIS NOTICE SERVES THAT OF THE DATE OF THIS
GENERAL INSPECTION OF THE VISIBLE PARTS OF THE
BUILDING THERE ARE NO IMMINENT HAZARDS AND THE
BUILDING IS APPROVED FOR CONTINUED OCCUPANCY

This certification applies only to governmental rules and regulations. If your property is subject to a homeowners or a condominium association, then those rules may impact on your use of the property. You should consult with the appropriate association to determine those applicable rules.


HOUSING INSPECTOR

9/8/14
DATE

THIS CCO REFLECTS THE CONDITION OF THE HOME AS OF THE DAY OF INSPECTION
VALID FOR 30 DAYS FROM DATE OF ISSUANCE

Township of Florence
Florence, New Jersey



CONTINUED CERTIFICATE OF OCCUPANCY

Housing Inspector
711 Broad Street
Florence, New Jersey 08518

CCO #: 2014 -004024

OWNER: SALT & LIGHT COMPANY

ADDRESS: 340 ALDEN AVE

BLOCK 00116 LOT 00005

BUYER(S)/TENANT(S) NAME: DEBBIE TALLMAN

OTHER:

MAX OCCUPANCY: CARBON MONOXIDE AND SMOKE DETECTOR TESTED: 3/4/14

THIS BUILDING MEETS THE FIRE EXTINGUISHER REQUIREMENTS P.L. 1991.c.92 (C.52.:27D-198.1)

THIS NOTICE SERVES THAT OF THE DATE OF THIS
GENERAL INSPECTION OF THE VISIBLE PARTS OF THE
BUILDING THERE ARE NO IMMINENT HAZARDS AND THE
BUILDING IS APPROVED FOR CONTINUED OCCUPANCY

This certification applies only to governmental rules and regulations. If your property is subject to a homeowners or a condominium association, then those rules may impact on your use of the property. You should consult with the appropriate association to determine those applicable rules.

HOUSING INSPECTOR

DATE

THIS CCO REFLECTS THE CONDITION OF THE HOME AS OF THE DAY OF INSPECTION
VALID FOR 30 DAYS FROM DATE OF ISSUANCE

CONTINUED CERTIFICATE OF OCCUPANCY

Township of Florence
Florence, New Jersey



Housing Inspector
711 Broad Street
Florence, New Jersey 08518

CCO #: 2014 -004023

OWNER: SALT & LIGHT COMPANY

ADDRESS: 340 ALDEN AVE

BLOCK 00116 LOT 00005

BUYER(s)/TENANTS(s) NAME: JENNIFER GOLDAPP

OTHER: _____

MAX OCCUPANCY: _____ CARBON MONOXIDE AND SMOKE DETECTOR TESTED: 4/3/14

THIS BUILDING MEETS THE FIRE EXTINGUISHER REQUIREMENTS P.L. 1991.c.92 (C.52.:27D-198.1)

THIS NOTICE SERVES THAT OF THE DATE OF THIS
GENERAL INSPECTION OF THE VISIBLE PARTS OF THE
BUILDING THERE ARE NO IMMINENT HAZARDS AND THE
BUILDING IS APPROVED FOR CONTINUED OCCUPANCY

This certification applies only to governmental rules and regulations. If your property is subject to a homeowners or a condominium association, then those rules may impact on your use of the property. You should consult with the appropriate association to determine those applicable rules.


HOUSING INSPECTOR

March 14, 2014
DATE

THIS CCO REFLECTS THE CONDITION OF THE HOME AS OF THE DAY OF INSPECTION
VALID FOR 30 DAYS FROM DATE OF ISSUANCE

CONTINUED CERTIFICATE OF OCCUPANCY

Housing Inspector
711 Broad Street
Florence, New Jersey 08518



Township of Florence
Florence, New Jersey

CCO #: 2013 -003712

OWNER: SALT & LIGHT COMPANY

ADDRESS: 140 ALDEN AVE

BLOCK 00118 LOT 00008

BUYER(S)/TENANT(S) NAME: *Barbara Collins*

OTHER: _____

MAX OCCUPANCY: *3* CARBON MONOXIDE AND SMOKE DETECTOR TESTED: *7/9/13*
THIS BUILDING MEETS THE FIRE EXTINGUISHER REQUIREMENTS P.L. 1991.c.92 (C.52.:27D-198.1)

THIS NOTICE SERVES THAT OF THE DATE OF THIS
GENERAL INSPECTION OF THE VISIBLE PARTS OF THE
BUILDING THERE ARE NO IMMINENT HAZARDS AND THE
BUILDING IS APPROVED FOR CONTINUED OCCUPANCY

This certification applies only to governmental rules and regulations. If your property is subject to a homeowners or a condominium association, then those rules may impact on your use of the property. You should consult with the appropriate association to determine those applicable rules.

[Signature] HOUSING INSPECTOR *[Signature]* DATE *July 26, 2013*

THIS CCO REFLECTS THE CONDITION OF THE HOME AS OF THE DAY OF INSPECTION
VALID FOR 30 DAYS FROM DATE OF ISSUANCE

CONTINUED CERTIFICATE OF OCCUPANCY

Township of Florence
Florence, New Jersey



Housing Inspector
711 Broad Street
Florence, New Jersey 08518

CCO #: 2010 -002737

OWNER: SALT & LIGHT COMPANY THE

ADDRESS: 140 ALDEN AVE

BLOCK 00118 LOT 00008

~~BUYER(S)~~ TENANT(S) NAME: Heather Smith & Pablo Galeano

OTHER: unit # 2

MAX OCCUPANCY: 2

CARBON MONOXIDE AND SMOKE DETECTOR TESTED: 6/23/10

THIS BUILDING MEETS THE FIRE EXTINGUISHER REQUIREMENTS P.L. 1991.c.92 (C.52.:27D-198.1)

THIS NOTICE SERVES THAT OF THE DATE OF THIS
GENERAL INSPECTION OF THE VISIBLE PARTS OF THE
BUILDING THERE ARE NO IMMINENT HAZARDS AND THE
BUILDING IS APPROVED FOR CONTINUED OCCUPANCY

This certification applies only to governmental rules and regulations. If your property is subject to a homeowners or a condominium association, then those rules may impact on your use of the property. You should consult with the appropriate association to determine those applicable rules.

Thomas J. [Signature]
HOUSING INSPECTOR

August 2, 2010
DATE

THIS CCO REFLECTS THE CONDITION OF THE HOME AS OF THE DAY OF INSPECTION
VALID FOR 30 DAYS FROM DATE OF ISSUANCE

EXHIBIT P

Third Round: Duffy 100% Affordable Housing
Documentation

AFFORDABLE HOUSING AGREEMENT

THIS AGREEMENT is made on this 11th day of July, 2012 by and between the **TOWNSHIP OF FLORENCE**, a municipal corporation of the State of New Jersey, with offices at 711 Broad Street, Florence, New Jersey 08518-2323 (“Florence “and/or “Township”) and **MOORESTOWN ECUMENICAL NEIGHBORHOOD DEVELOPMENT, INC.**, a New Jersey non-profit housing corporation, with offices at 99 East Second Street, P.O. Box 828, Moorestown, New Jersey, 08057 (“MEND”).

RECITALS

A. Southern Burlington County NAACP vs. Mount Laurel, 92 N.J. 158 (1983) (“Mount Laurel II”) and the New Jersey Fair Housing Act, N.J.S.A. 52:27D-301, et seq. (“FHA”) require Florence Township, as well as most other municipalities in New Jersey, to create a realistic opportunity for the provision of low and moderate income housing (“Affordable Housing”) during the third housing cycle spanning from January 1, 2004 to December 31, 2018.

B. The FHA authorized the creation of the New Jersey Council on Affordable Housing (“COAH”) as the State administrative agency with primary jurisdiction over the administration of municipal affordable housing obligations and authorized COAH and the new Jersey Housing and Mortgage Finance Agency (“HMFA”) to adopt rules and regulations to guide affordable housing compliance in accordance with sound regional planning considerations.

C. COAH’s third round rules, which initially took effect on December 20, 2004 and were codified at N.J.A.C. 5:94-1 et seq., determined a municipality’s fair share obligation to be the sum of its a) rehabilitation share; b) prior round obligation; and c) growth share (per N.J.A.C. 5:97-2.2.)

D. The Township previously acquired property located on West Second Street and formerly known as the Marcella Duffy School for the purpose of developing affordable housing pursuant to the Township’s COAH plan.

E. Portions of COAH’s third round rules were struck down by the Appellate Division on January 25, 2007 and revised rules were issued in June 2008 and revised in October 2008.

F. Florence Township previously prepared an amended 2008 third round housing element and fair share plan which received third round substantive certification from COAH on July 8, 2009. In addition, COAH approved the Township’s amended spending plan on August 12, 2011

G. COAH’s revised third round rules at N.J.A.C. 5:96 and 5:97 were made subject of multiple appeals and on October 8, 2010, the Appellate Division issue its decision reversing and remanding portions of COAH’s third round rules, including use of growth share for determining third round prospective affordable housing obligations. The court upheld portions of COAH’s

revised third round rules and upheld present need (rehabilitation share) and municipal prior round (first and second rounds) obligations. A Supreme Court hearing and decision on the numerous challenges to the Appellate Division's decision is pending.

H. COAH previously certified the Township's existing credits and bonuses addressing its 114-unit prior round obligation as well as the Township's rehabilitation credits and program addressing its 36-unit rehabilitation obligation. In addition, COAH certified the Township's existing and proposed credits (including senior affordable rental units proposed at the Duffy School site) addressing a third round obligation of 158 units. At this time, due to the Appellate Court's 2010 decision, the Township's complete third round obligation cannot be calculated.

I. The COAH rules that were not invalidated by the Appellate Court's 2010 decision provide a number of options to municipalities to satisfy their affordable housing obligations including, but not limited to, municipally sponsored and 100% affordable rental programs (see, N.J.A.C. 5:97-6.7) if the community makes a suitable property available to an experienced non-profit housing sponsor that is willing to construct, own, operate and maintain affordable rental units.

J. MEND is an experienced non-profit developer of affordable housing that operates in Burlington County and that has expressed an interest, either by itself or as a managing member of an affiliated New Jersey Limited Liability Company (LLC) as described below, in paragraph six (6) of this Agreement, in constructing, owning, operating and maintaining affordable age-restricted and supportive services rental units in Florence Township to assist the Township, in whole or in part, in addressing its third cycle affordable housing obligations if the Township will make a suitable property available for a municipally sponsored 100% affordable rental project (the "Project").

K. The Township accepts MEND's proposal and the purpose of this Agreement is to memorialize the parties' understandings and commitment with respect to the foregoing.

L. The parties acknowledge that at the time of entering into this Agreement, the Appellate Division invalidated Governor Christie's Reorganization Plan and reinstated COAH. See In re Plan for Abolition of COAH, N.J. Super. (App. Div. March 8, 2012) (slip op.). The provisions of this Agreement are based on COAH's rules and regulations, as they currently exist as well as on the Uniform Housing Affordability Controls ("UHAC") at N.J.A.C. 5:80-26.1. In the event of any change in any applicable rule, regulation, or interpretation of any applicable governmental authority, inconsistent with the terms of this Agreement or invalidating such terms, the parties shall negotiate in good faith in an effort to agree on appropriate revisions to this Agreement.

M. The parties acknowledge that the Township had been working on the Marcella Duffy School with another affordable housing developer and the Township represents that its prior development agreements with that prior developer have been terminated and are now null and void.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. **RECITALS.**

The Recitals set forth above are incorporated by reference herein as set forth herein at length.

2. **PURPOSE OF AGREEMENT**

The express purpose of this Agreement is to facilitate the construction, ownership, operation and management of an affordable age-restricted rental project containing no less than forty-five (45) units to assist Florence Township in satisfying its future affordable housing mandates on a suitable parcel of property that the Township will make available for this purpose. The Township has already acquired title to property from the Florence Township Board of Education and the property is known as the former “Marcella L. Duffy School” located on West Second Street, and identified as Block 45, Lots 8, 13, 14, and 15 (the “Duffy School” or “Property”). When MEND’s development approvals and all financing are in place and it is ready to commence construction, the Township shall convey the Property (land and building) to MEND for the nominal consideration of One Dollar (\$1.00).

3. **THE DEVELOPMENT SITE.**

The Township has undertaken an analysis and examination of potentially suitable sites for an affordable housing project that satisfy COAH's "site suitability" criteria for the production of affordable housing and has determined that the parcel known as the “Duffy School” site, consisting of approximately 1.0 acre of land and identified on the Township Tax Map as Block 45, Lots 8, 13, 14 and 15 (site map attached herewith) is an appropriate site for this purpose. It is noted that there is an adjacent parcel (Block 45, Lots 9 and 10) to the site that is currently used as a single family dwelling and that the implementation of the Duffy School affordable housing project may be enhanced and improved through the acquisition of this property. Integrating the property into the entire affordable housing site may create a better long-term planned development area for this affordable housing project. The Township and MEND acknowledge that as part of the site plan and land use development process, the parties (Township and MEND) will determine if acquisition and use of the adjacent site in the Duffy School affordable housing project should be pursued to fruition. The Township and MEND shall work together to acquire the adjacent parcel if both parties find it mutually beneficial to the project to do so; but agree that MEND shall have no financial obligations to said acquisition. In the event, however, that the Township does acquire the Property, and in the event that MEND receives the necessary tax credits to pursue this Project, MEND agrees to also take title to Lots 9 and 10 and incorporate them into this Project. The Township has further determined to seek a redevelopment area designation for the Property (and adjacent parcel noted above, if necessary) pursuant to the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq. so as to maximize the ability of the Township to fulfill its affordable housing obligation by designating affordable rental housing as a permitted use on the site. MEND shall also seek Federal and State Historic Designation of the Property to further support the suitability of the site and project financing.

4. **THE DEVELOPMENT APPROVAL PROCESS.**

The Township shall seek an amendment of a previously approved redevelopment area designation for the property pursuant N.J.S.A. 40A:12A-1 et seq. and, if so amended, shall prepare a Redevelopment Plan providing for an affordable, age restricted rental housing project of no less than forty-five (45) units. All costs of the redevelopment designation and plan shall be the obligation of the Township of Florence. The Township shall obtain the redevelopment designation and plan amendment no later than October 31, 2012, unless otherwise agreed to by the parties.

MEND shall then expeditiously proceed to secure preliminary and final approvals in accordance with the Municipal Land Use Law, N.J.S.A. 40:55D-1, et seq. ("MLUL"), with the Township and the Planning Board affording MEND the cost reduction entitlements in Subchapter 10 of COAH's third round rules [N.J.A.C. 5:97-10.1, et seq.]. MEND's obligations under this Agreement are contingent upon receipt of all final, unappealable development approvals for the Project.

While the Township seeks the redevelopment designation and plan approval, MEND agrees to work with the Township's staff and the staff of the Planning Board to develop plans for an affordable rental project satisfying the criteria set forth above. The Township shall designate a staff member to be the Township's primary liaison to MEND.

MEND's obligations under this agreement are conditioned on the Township's ability to designate the Property as a redevelopment area and to adopt an amended redevelopment plan implementing the Project criteria within a time frame allowing MEND to obtain preliminary site approval prior to NJ Housing and Mortgage Finance Agency's 2013 Low Income Housing Income Housing Tax Credit ("LIHTC") financing cycle whose application deadline is currently anticipated to be in November, 2012.

5. **MUNICIPAL RESOLUTION OF NEED AND PAYMENT IN LIEU OF TAXES.**

The Township agrees to adopt a Resolution of Need in accordance with the regulations adopted by the New Jersey Housing Mortgage Finance Agency ("HMFA") and to extend a Payment in Lieu of Taxes ("PILOT") for the MEND affordable rental project based upon 6.28% of the Project Revenues. The Resolution shall be adopted within thirty (30) days of MEND's written request and the PILOT shall take effect in accordance with HMFA's regulations.

6. **GOVERNMENT SUBSIDIES AND FINANCING.**

The Township acknowledges that MEND intends to apply for 4% and/or 9% Low Income Housing Tax Credits ("LIHTCs") and government subsidies from HMFA's various affordable housing production funding programs and from other county, state and federal subsidy programs as needed to finance the development and construction of the affordable housing project. The Township agrees to extend its full and prompt cooperation in these endeavors and to execute such Endorsement Resolutions, Resolutions of Need, and/or HMFA applications as may be necessary or required within thirty (30) days of written request by MEND. MEND further agrees to prepare and submit all documentation and information

specified for 100% affordable programs in N.J.A.C. 5:97-6.7 and to complete construction of the project or projects within the time-frame provided therein so long as MEND obtains all the financing and subsidies needed to develop and build the project or projects. It is understood by the parties that the application for LIHTCs shall be submitted on or before the Spring 2013 cycle, and the parties anticipate that construction will begin within six (6) months after the award of LIHTCs. In connection with the intended LIHTC financing, MEND, as an IRS 501(c)(3) New Jersey non-profit Community Housing Development Organization ("CHDO") shall be permitted to form an affiliated for-profit New Jersey Limited Liability Company ("LLC") for the purpose of admitting the LIHTC investors and other development partners as members as is typical in LIHTC transactions. If MEND does not receive the 9% Tax Credit award, then it is understood that the Township is not responsible for adjusting its contribution beyond the grant amount already stipulated in this Agreement (\$1,000,000) in the event that MEND decides to apply for the 4% tax credits and tax exempt bond financing.

As part of its commitment to provide affordable housing in the community, the Township agrees to use a portion of its Affordable Housing Trust Fund to make a one million dollar (\$1,000,000) grant to MEND for the purpose of paying for a portion of the project development and construction expenses of this affordable housing project. MEND must substantiate that there is a need for the municipal funds to the Township and that there is a gap in funding that can only be eliminated through the use of a municipal grant from the Affordable Housing Trust Fund. It is this gap in project financing costs in an amount that cannot exceed \$1,000,000 that will be funded through the municipal grant. The Township will advance half of the entire amount to MEND (the "First Payment") at the time the Township signs this Agreement. The balance of the Township's grant (the "Second Payment") will be made to MEND at such time as the Township issues a certificate of occupancy for the affordable housing development. Further, the Township has the option of advancing the "Second Payment" to MEND, with MEND's consent, prior to the issuance of the certificate of occupancy. Both the First and Second Payments will be held by MEND's legal representative or another entity acceptable to both parties (Township and MEND) in an interest-bearing account until the time comes to formally convey title of the site to MEND. The advanced payments may not be used for this affordable housing project prior to conveyance of title to MEND without the express written consent of Florence Township. All interest earned on the advanced payments shall be returned to the Florence Township Affordable Housing Trust Fund, unless otherwise credited to MEND by the Township as part of the total grant.

7. **COMPLIANCE WITH COAH'S RULES AND MAINTENANCE OF PROJECT.**

MEND agrees that all affordable rental units shall be constructed, marketed, rented and maintained strictly in accordance with COAH's rules and UHAC regulations - including, but not limited to: (a) controls on affordability, (b) affirmative marketing, (c) 50% - 50% low/moderate split, (d) the provision of at least thirteen percent (13%) of all the affordable units as very low-income units affordable to individuals/households earning no more thirty percent (30%) of the regional median income, etc. MEND will seek to include special needs units as part of the senior affordable development so as to maximize the likelihood of MEND obtaining the LIHTC award needed to finance the project. Further, MEND shall assume responsibility for income qualification for the project or projects and the filing of COAH's and/or HMFA's monitoring and reporting forms for the project or projects.

8. **QUALITY AND TRANSFER OF TITLE.**

The parties shall decide at a future date when the Property will be transferred in accordance with Paragraph 2 above. The Township shall supply MEND with the title search and survey within ten (10) days of receipt, whereupon MEND shall advise the Township in writing within fifteen (15) days thereafter of all title or outbound impediments that it is demanding be corrected or addressed with the seller such that the Township can convey title by bargain and sale deed with covenants against grantors insurable at regular rates and transfer like title to MEND after development approvals are final and unappealable, and all financing is in place. Title shall be transferred by the Township to MEND within forty-five (45) days after written notice of its intent to take title and commence construction. MEND's obligations under the Agreement are conditioned upon the Township removing the title and outbound impediments identified by MEND above prior to Closing.

9. **DEFAULT.**

In the event that any party shall fail to perform any undertaking required to be performed by it pursuant to the terms of this Agreement, unless such obligation is waived in writing by the party or parties for whose benefit such obligation was intended, such failure to perform shall constitute an event of default under this Agreement. In the event of default, the non-defaulting party shall have available any and all rights and remedies that may be provided in law or in equity, including, but not limited to the right of specific performance and/or the right to bring a action in aid of litigant's rights. Prior to such proceedings, there shall be an opportunity to cure said alleged default as follows: (i) the benefited party shall notify the defaulting party of such alleged default specifying the nature of the default, (ii) the defaulting party shall thereafter have ten (10) business days to effect a cure; (iii) the benefited party shall promptly notify the defaulting party of its acceptance of the proposed cure, or its alternative election to seek judicial remedies.

10. **EXPIRATION OF CONTRACT**

This contract shall expire if MEND is not awarded tax credits for this affordable housing project after complete application is made for up to two (2) consecutive rounds of tax credits in years 2012 through 2014.

11. **LOCAL LANDS AND BUILDINGS LAW.**

The parties acknowledge that Section 21(1) within the Local Lands and Building Law [N.J.S.A. 40A:12-21(l)] permits a municipality to convey land for nominal consideration absent the need for public bidding to "[A]ny duly incorporated nonprofit housing corporation or any limited-dividend housing corporation or housing association organized . . . for the purpose of constructing housing for low or moderate income persons or families or handicapped persons." MEND warrants, covenants and agrees that if title is transferred via deed the conveyance will satisfy the aforementioned statutory requirement, so that the Township can convey title for nominal consideration and without the need for public bidding. MEND further agrees that the deed conveying title to MEND shall contain the reverter provisions of N.J.S.A. 40A:12-21.1.

The Township's rights under the reverter provision shall be subject and subordinate to the mortgages given by MEND and recorded against the Property to finance the construction of the affordable housing project and the regulatory encumbrances filed against the Property in connection with such mortgages and the low income housing tax credits and that maintain the Property as low and moderate income housing.

12. **NOTICES.**

All notices required under this Agreement shall be in writing and shall be given by certified mail, return receipt requested, or by recognized overnight personal carriers with certified proof of receipt, and by duplicate facsimile transmission if under twenty-five (25) pages. All notices shall be deemed received upon the date of delivery which is set forth in the mailing certifications by the mail or delivery services used, and all times for performance based upon such notices, shall be from the date set forth in such proof of delivery. The persons and entities to receive notice shall be as follows:

To Developer: Moorestown Ecumenical Neighborhood Development, Inc.
99 East Second Street
P.O. Box 828
Moorestown, NJ 08057
Attn: Matthew Reilly, President/CEO
Telecopier No. (856) 722-7577

With a copy to: John C. Gillespie, Esq.
Parker McCay, P.A.
9000 Midlantic Drive, Suite 300
Mt. Laurel, NJ 08054
Telecopier No. (856) 489-6980

Susan Jennings, Esquire
Conifer Realty, LLC
183 E. Main Street, 6th Floor
Rochester, NY 14604
Telecopier No. (585) 324-0555

To the Township: Richard A. Brook, Township Administrator
Florence Township
711 Broad Street
Florence, New Jersey 08518
Telecopier No. (609) 499-1186

With Copy to: Mary Beth Lonergan P.P.
Clarke Caton Hintz.
100 Barrack Street
Trenton, New Jersey 08606
Telecopier No. (609) 883-4044

With Copy to: Joy M. Weiler, Township Clerk, RMC/MMC
Florence Township
711 Broad Street
Florence, New Jersey 08518
Telecopier No. (609) 499-1186

13. **MISCELLANEOUS.**

- (a) **Captions.** Captions and titles to this Agreement are inserted for the purposes of convenience and reference only, and are in no way to be construed as limiting or modifying the scope and intent of the various purposes and provisions of this Agreement.
- (b) **Cooperation.** The parties expressly agree to cooperate with each other in order to effectuate and carry out the purposes of this Agreement in addition to the Mount Laurel doctrine, the FHA, COAH's Rules and the UHAC. MEND further agrees to participate in any proceedings before COAH or a Court as COAH or a Court may request.
- (c) **Waiver.** Each of the parties waives all rights to challenge the validity and enforceability of this Agreement. Failure to enforce provisions or obligations in this Agreement by any party shall not be construed as a waiver of these provisions and obligations.
- (d) **Entire Agreement.** This Agreement and its prefatory statements and recitals constitute the entire agreement between the parties. No representative, agent or employee of any party has been authorized to make any representation and/or promises that are not contained herein or to otherwise modify, amend, vary or alter the terms hereof except as stated herein. No modifications, amendments, variations or alternations shall be binding unless reduced to writing and signed by the parties.
- (e) **Validity.** In the event that one or more of the provisions of this Agreement shall be held to be invalid, unenforceable or void, the parties shall within thirty (30) days of such determination, attempt to restructure this Agreement consistent with its underlying intent. If the parties fail to resolve such a restructuring, any party may seek Court review and a ruling to restructure the Agreement in a legally acceptable manner reflecting the underlying intent of the parties as expressed herein.
- (f) **Preparation.** The parties acknowledge that this Agreement has been jointly prepared by the parties' attorneys. Therefore, this Agreement shall be construed on parity among the parties and any presumption for resolving ambiguities against the drafter shall not apply.

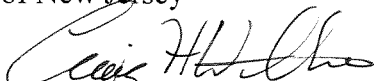
- (g) **Counterpart Signature.** This Agreement may be executed simultaneously or in one or more counterparts, each of which, when so executed and delivered, shall constitute an original, fully enforceable counterpart for all purposes. Facsimile counterparts shall be accepted and enforceable. Immediately upon the delivery of a facsimile counterpart, the sending party shall deliver a counterpart with the original execution page.
- (h) **Hold Harmless and Indemnification.** In the event that the prior developer referenced in "paragraph M of the Recitals" challenges this Agreement or the Township's termination of said prior Developer Agreement(s), then the Township agrees to hold harmless, indemnify, and defend MEND, its LIHTC investors and other development partners in this project.

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

Attest:

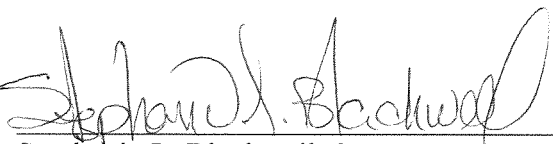

Joy M. Weiler, RMC/MMC
Township Clerk

TOWNSHIP OF FLORENCE
A Municipal Corporation of the
State of New Jersey

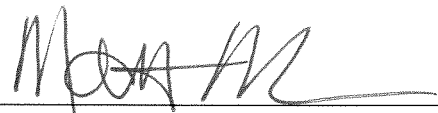
By: 
Craig H. Wilkie, Mayor

Date: 7-11-12

Attest:


Stephanie L. Blackwell, Secretary

MOORESTOWN ECUMENICAL
NEIGHBORHOOD DEVELOPMENT,
INC., a New Jersey Non-Profit Corporation

By: 
Matthew Reilly, President/CEO

Date: 7-16-12

[SEAL]

ACKNOWLEDGMENT

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

I certify that on July 11, 2012, CRAIG H. WICKIE,
personally came before me and stated to my satisfaction that this person:

- (a) This person signed, sealed and delivered the attached document as
FLORENCE
TOWNSHIP, a body corporate and politic of the State of New Jersey,
named in this document;
- (b) was authorized to and did execute this instrument as the
MAYOR, the entity named in this instrument; and
- (c) executed this instrument as the act of the entity named in this instrument.


NOTARY PUBLIC

JOY M. WEILER
No. 2020585
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Oct. 10, 2016

ACKNOWLEDGMENT

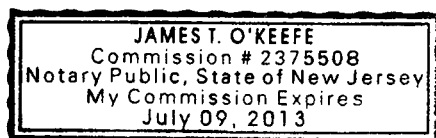
STATE OF NEW JERSEY)
) SS.:
COUNTY OF Burlington)

I certify that on July 16, 2012, Matthew Reilly,

personally came before me and stated to my satisfaction that this person:

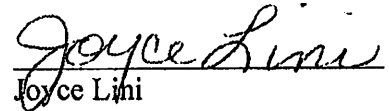
- (d) This person signed, sealed and delivered the attached document as
President, Menn, Inc., a body corporate and politic of the State of New Jersey,
named in this document;
- (e) was authorized to and did execute this instrument as the
President, Menn, Inc., the entity named in this instrument; and
- (f) executed this instrument as the act of the entity named in this instrument.


NOTARY PUBLIC



LIHTC # 1332

Prepared By:



 Joyce Lini

DEED OF EASEMENT AND RESTRICTIVE COVENANT
FOR EXTENDED LOW-INCOME OCCUPANCY

THIS DEED OF EASEMENT and RESTRICTIVE COVENANT (the "Covenant") dated as of April 25, 2014 shall run with the land and is granted by Duffy Urban Renewal, LLC, and its successors and assigns (the "Project Owner") whose principal address is 20000 Horizon Way, Suite 180, Mount Laurel, New Jersey 08054, to the New Jersey Housing and Mortgage Finance Agency, its successors and assigns, (the "Agency") acting as the housing credit agency for the State of New Jersey as described in Section 42(h)(3) of the Internal Revenue Code as amended, and to income eligible members of the public as defined below. As conditioned below this Covenant restricts occupancy of the described premises to income eligible occupants for a specified period of time. This Covenant is made in satisfaction of the requirements of Section 42 of the Federal Tax Reform Act of 1986, P.L. 99-514, as amended, (the "Code").

As indicated on the September 23, 2013 Reservation Letter for the building(s) described below, the Agency has allocated Low Income Housing Tax Credits ("LIHTC") authorized under the Code in an annual amount not to exceed \$1,038,333 to be claimed by the Project Owner over a 10 or 15 year period pursuant to the Code. In consideration of the receipt of the benefit of the LIHTC, the Project Owner hereby agrees to the following restrictive covenants, which are made in satisfaction of the requirements contained in Section 42(h)(6) of the Code.

- (1) The 1 building(s), which consist of a total of 53 residential rental units, of which 53 are LIHTC units, and which will constitute a qualified low-income housing project as defined in Section 42(g)(1) of the Code and regulations promulgated thereunder, the rental units which will be rented or available for rental on a continuous basis to members of the general public, shall be known as Duffy Manor (the "Project"). The Project is located at 203 W. 2nd Street, Municipal Tax Map Block No. 45, Lot No. 9 (includes 10), and 225 W. 2nd Street, Municipal Tax Map Block No. 45, Lot No. 8, 13, 14 and 15, in the City of Florence, in the County of Burlington, New Jersey, and title to which has been recorded in the County Clerk or Register's Office being more fully described as set forth in Attachment "A" hereto.
- (2) ☐ If this box is checked, the Project received its allocation of LIHTC from the nonprofit set-aside and/or received points as a qualified nonprofit general partner pursuant to N.J.A.C. 5:80-33 ("Qualified Allocation Plan") as amended and Section 42(h)(5) of the Tax Code, and any new owner during the compliance period must qualify under these rules.

- (3) The applicable fraction, as defined in Section 42(c)(1)(B) of the Code (the smaller of the low-income unit fraction or the low-income floor space fraction), and as provided by the Project Owner in its low income housing tax credit application (the "Application") is 100 percent. This fraction shall not be decreased during any taxable year of the compliance period or extended use period unless terminated in accordance with the provisions enumerated at Section 42(h)(6)(E) of the Code and, if applicable, paragraph (5) below.
- (4) This Covenant and the Section 42 occupancy and rent restrictions shall commence on the first day of the compliance period as defined in section 42 of the Code, and shall end on the date specified in paragraph (5) below, unless terminated by foreclosure or instrument in lieu of foreclosure, pursuant to the provisions of the Code, and any regulations promulgated thereunder.
- (5) The Code requires that LIHTC projects retain all occupancy and rent restrictions for a minimum of 30 years unless terminated pursuant to section 42(h)(6)(E) of the Code. The Code defines the first 15 years as the compliance period and defines the entire 30 years (or more) as the extended use period. In order to increase the competitive score of the Application, the Project Owner elected to increase the compliance period as indicated with an ("X") below:

[X] If this box is checked, the Project Owner elected in the Application to increase the compliance period described in section 42(i)(1) of the Code by an additional 15 years for a total of 30 years, ("Extended Compliance Period"), and waives the right under section 42(h)(6)(E)(i)(II) of the Code to submit a written request to the Agency to find a buyer after the close of the 14th year of the compliance period, and agrees that this has the effect of delaying the period for finding a buyer under section 42(h)(6)(I) of the Code until the one year period beginning on the date (after the 29th year of the compliance period) that the Project Owner may submit a written request to the Agency to find a buyer. At the end of the extended compliance period will remain a 15-year extended use period. Therefore, this Covenant shall extinguish at the close of the 45th year after the beginning of the compliance period unless terminated by foreclosure or instrument in lieu of foreclosure or unless terminated after the extended compliance period because the Agency was unable to present a qualified contract during the one-year period of time specified in this paragraph (5).

- (6) The compliance period begins at the same time as the credit period. The Project Owner elects when to begin the credit period at the time the Project Owner's first tax return is filed with the Internal Revenue Service. It is expected that the Project Owner will begin the credit period in 2015.

- (7) The federal set-aside, as defined by section 42(g)(1) of the Tax Code, which was selected by the Project Owner in its Application requires that 40 percent or more of the residential units in the Project are both rent restricted and occupied by individuals whose income is 60 percent or less of area median gross income (AMGI) ("income eligible members of the public"). The selection of this federal set-aside is irrevocable and is binding on the Project Owner and all successors in interest to the Project through the end of the extended use period.
- (8) ☒ If this box is checked, the Project is also subject to the state set-aside, which is defined in the 2013 Qualified Allocation Plan and was selected by the Project Owner in its Application. The state set-aside requires that 10 percent or more of the residential units in the Project are both rent restricted and occupied by individuals whose income is 30 percent or less of AMGI. The selection of this state set-aside is irrevocable and is binding on the Project Owner and all successors in interest to the Project through the end of the extended use period.
- (9) ☒ If this box is checked, the Project Owner must restrict the greater of 5 units or 5 percent of the total units for occupancy by individuals with special needs. The Owner must also make available at a reasonable cost to all tenants with special needs a minimum of two appropriate and accessible social services. One of the social services must be a social services coordinator. With written approval from the Agency, the Project Owner may substitute another special needs population for the one(s) identified in its Application and may substitute services to better address the needs of the tenants with special needs. This restriction shall be in place throughout the extended use period.
- (10) ☐ If this box is checked, the Project is a Special Needs Project (Supported Housing) as defined in the _____ Qualified Allocation Plan, and as selected by the Project Owner in its Application and as such, the Project Owner must BOTH restrict 10 units or 25 percent of the total project units, whichever is greater of the LIHTC units in the Project for occupancy by one or more special needs population through the end of the compliance period AND make available at a reasonable cost to all tenants with special needs a minimum of three appropriate and accessible social services throughout the compliance period. One of the social services must be a social service coordinator. With written approval from the Agency, the Project Owner may substitute another special needs population for the one(s) identified in its Application and may substitute services to better address the needs of the tenants with special needs. Notwithstanding the above, if after a period of sixty (60) days of a unit described in this paragraph becoming unoccupied the Project cannot identify an eligible person within the special needs population selected by the Project Owner in its Application to rent the unoccupied unit, such unit may be leased to any low income housing tax credit eligible person or family, with a preference given first to eligible persons in other special needs populations. The next unit of similar size in the Project that becomes unoccupied shall be rented to an eligible person within the special needs population selected by the Project Owner in its Application on the same

terms set forth herein.

- (11) ☐ If this box is checked, the Project Owner is required to set aside twenty percent of the units for the frail elderly, as defined in the 2008 QAP. "Frail elderly" means a person at least 62 years of age who requires assistance in performing at least two activities of daily living or instrumental activities of daily living (that is, eating, dressing, grooming and household management activities). Only projects which qualify as "housing for older persons" under the Fair Housing Act may reserve units for rental exclusively to the frail elderly.
- (12) ☐ If this box is checked, the Project Owner is required to make available to tenants of all LIHTC units 3 appropriate and affordable social service(s) throughout the compliance period in accordance with the Social Services Model as defined in the 2013 Qualified Allocation Plan, and as selected by the Project Owner in its Application. Social services may be modified to better address the needs of the low-income tenants of the Project upon written approval of the Agency.
- (13) The Project Owner agrees to employ throughout the compliance period a staff person who has successfully completed a NJHMFA-approved tax credit certification program with a continuing education component prior to the project being placed in service. The staff person responsible for verification of tenant income must be the person to successfully pass the certification examination and maintain the certification for the term of the compliance and extended use periods.
- (14) ☒ If this box is checked, the Project Owner shall maintain in good working order throughout the compliance period all unit and project amenities promised in the Application. There shall be a minimum of three unit amenities and two project amenities and at least one community policing or public safety enhancement as defined in the 2013 Qualified Allocation Plan.
- (15) ☒ If this box is checked, the Project Owner agrees to successfully participate in the NJHMFA Green Future Program; the LEED certification program; evidence of the installation of a solar photovoltaic system sized to cover at least 75% of the project's interior common area electrical expense and at least a 20-kilowatt system; or the Microload program as defined in the 2013 QAP through the end of the extended use period.
- (16) Pursuant to section 42(h)(6)(B)(iii) of the Code, this Covenant prohibits the disposition to any person of any portion of a building to which this Covenant applies unless all of the building to which such Covenant applies is disposed of to such person.
- (17) Pursuant to Revenue Ruling 2004-82, this Covenant prohibits (i) the eviction or termination of tenancy (other than for good cause) of an existing tenant of any low-income unit or (ii) any increase in the gross rent with respect to the unit not otherwise

permitted under section 42 of the Code for the term of the extended use period and a period of three (3) years following any termination of this Covenant, including any termination by foreclosure or instrument in lieu of.

- (18) Pursuant to section 42(h)(6)(B)(iv) of the Code, this Covenant prohibits the refusal to lease to a holder of a voucher or certificate of eligibility under section 8 of the United States Housing Act of 1937 of the status of the prospective tenant as such a holder.
- (19) This Covenant shall constitute an agreement between the Agency and the Project Owner which is enforceable in the courts of the State of New Jersey by the Agency or by individual(s), whether prospective, present, or former occupants of the Project, who meet the income limitations applicable to the Project under Section 42(g) of the Code, said individual(s) being express beneficiaries of this Covenant.
- (20) The Project Owner agrees to comply with the requirements of the federal Fair Housing Act as it may from time to time be amended.
- (21) The Project Owner agrees (i) to obtain the consent of any recorded lien holder on the Project to the terms and conditions of this Covenant and (ii) it will not grant to any lien holder an interest in the Project that is superior to the terms and conditions of this Covenant. Such consent and subordination of the interests of all recorded lien holders on the Project shall be conditions precedent to the issuance of IRS Form(s) 8609.
- (22) This Covenant is binding on all successors in interest to the Project and shall run with the land until the end of the extended use period set forth in paragraph 5 above, unless terminated prior to said date in accordance with all provisions of the Code and the regulations promulgated thereunder.
- (23) These covenants may, from time to time, be amended only with the written consent of the Agency, to reflect changes to the Code or regulations promulgated thereunder. Project Owner expressly agrees to enter into such amendments as may be necessary to maintain compliance under section 42 of the Code.
- (24) In order to enable the Agency to monitor the Project Owner's compliance with these use and occupancy restrictions pursuant to the Code, Project Owner covenants and agrees that the Agency and its agents or employees shall be allowed to enter and inspect the Project during business hours and to inspect and copy all books and records pertaining to the Project.
- (25) The Project Owner covenants and agrees to comply and cooperate with the Code and all Agency tax credit compliance monitoring procedures including but not limited to completing and sending to the Agency an annual status report, or, if requested by an authorized official of the Agency, more frequent reports, in form and content acceptable to the Agency, which shall demonstrate ongoing compliance with this Covenant.

- (26) The Project Owner covenants and agrees that in the event it files for bankruptcy, liquidates, sells or otherwise transfers ownership of the Project, it will notify the Agency in writing, and further, that as a condition precedent to any sale or transfer it will enter into such agreements with the purchaser or transferee as may be prescribed by the Agency, which have the effect of causing such purchaser or transferee to be bound by these use and occupancy restrictions, as they may be amended or supplemented.
- (27) The terms of this Covenant shall be interpreted, conditioned and supplemented in accordance with and by section 42 of the Code and regulations promulgated thereunder, all of which are incorporated herein by reference, whether or not such provisions of the Code or regulations are expressed or referenced herein. In the event of any conflict between this Covenant and the requirements of the Code, the Code shall prevail. The Agency reserves the right to set conditions for the allocation of LIHTC by regulation that may be more stringent than the Code.
- (28) The invalidity of any clause, part, or provision of this Agreement shall not affect the validity of the remaining provisions.
- (29) This Covenant may be executed in any number of counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument.

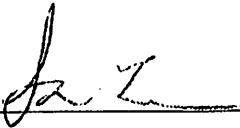
[SIGNATURES ON NEXT PAGE]

Signatures: This Covenant is granted by the Project Owner whose duly authorized representative's signature appears below.

Sworn and subscribed to before
the undersigned Notary Public or
Attorney on the date appearing below:

WITNESS

(IF INDIVIDUAL, LLC, OR PARTNERSHIP)



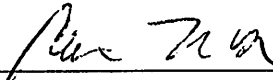
PROJECT OWNER:

By: Duffy Urban Renewal, LLC

By: Duffy Managing Member, LLC

By: Conifer Realty, LLC

By:



Charles M. Lewis, Senior Vice President

ACKNOWLEDGEMENT FOR PARTNERSHIP

(who has a corporate entity as general partner)

STATE OF NEW JERSEY)
) SS:
COUNTY OF)

I CERTIFY that on _____, 2014,
_____ OF THE PARTNERSHIP personally came
before me, and this person acknowledged under oath, to my satisfaction, that (a) this person is the
President of _____ who is the general partner of
_____, the Owner named in this document (the "Partnership");
and (b) this document was signed and delivered by the Partnership as its voluntary act duly authorized
by a proper resolution of the Board of Directors of the General Partner.

SWORN TO AND SUBSCRIBED
before me, the date aforesaid.

Notary Public

ACKNOWLEDGEMENT FOR LIMITED LIABILITY COMPANY

STATE OF NEW JERSEY)
) SS:
COUNTY OF *Burlington*

I CERTIFY that on April *23*, 2014, Charles M. Lewis personally came before me, and this
person acknowledged under oath, to my satisfaction, that (a) this person is the Senior Vice President of
Conifer Realty, LLC, the sole member of Duffy Managing Member, LLC, the Managing Member of
Duffy Urban Renewal, LLC, the Owner named in this document (the "LLC"); and (b) this document
was signed and delivered by the Company as its voluntary act duly authorized by a proper resolution of
the Company.

SWORN TO AND SUBSCRIBED
before me, the date aforesaid.

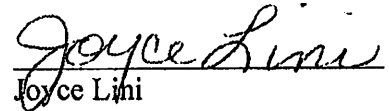
Joanne M. O'Shaughnessy
Notary Public
JOANNE M. O'SHAUGHNESSY
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 9/10/2018

Extended Use Agreement for competitive tax credits



LIHTC # 1332

Prepared By:



 Joyce Lini

DEED OF EASEMENT AND RESTRICTIVE COVENANT
FOR EXTENDED LOW-INCOME OCCUPANCY

THIS DEED OF EASEMENT and RESTRICTIVE COVENANT (the "Covenant") dated as of April 25, 2014 shall run with the land and is granted by Duffy Urban Renewal, LLC, and its successors and assigns (the "Project Owner") whose principal address is 20000 Horizon Way, Suite 180, Mount Laurel, New Jersey 08054, to the New Jersey Housing and Mortgage Finance Agency, its successors and assigns, (the "Agency") acting as the housing credit agency for the State of New Jersey as described in Section 42(h)(3) of the Internal Revenue Code as amended, and to income eligible members of the public as defined below. As conditioned below this Covenant restricts occupancy of the described premises to income eligible occupants for a specified period of time. This Covenant is made in satisfaction of the requirements of Section 42 of the Federal Tax Reform Act of 1986, P.L. 99-514, as amended, (the "Code").

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- (1) The 1 building(s), which consist of a total of 53 residential rental units, of which 53 are LIHTC units, and which will constitute a qualified low-income housing project as defined in Section 42(g)(1) of the Code and regulations promulgated thereunder, the rental units which will be rented or available for rental on a continuous basis to members of the general public, shall be known as Duffy Manor (the "Project"). The Project is located at 203 W. 2nd Street, Municipal Tax Map Block No. 45, Lot No. 9 (includes 10), and 225 W. 2nd Street, Municipal Tax Map Block No. 45, Lot No. 8, 13, 14 and 15, in the City of Florence, in the County of Burlington, New Jersey, and title to which has been recorded in the County Clerk or Register's Office being more fully described as set forth in Attachment "A" hereto.
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- (8) ☒ If this box is checked, the Project is also subject to the state set-aside, which is defined in the 2013 Qualified Allocation Plan and was selected by the Project Owner in its Application. The state set-aside requires that 10 percent or more of the residential units in the Project are both rent restricted and occupied by individuals whose income is 30 percent or less of AMGI. The selection of this state set-aside is irrevocable and is binding on the Project Owner and all successors in interest to the Project through the end of the extended use period.
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- (10) ☐ If this box is checked, the Project is a Special Needs Project (Supported Housing) as defined in the _____ Qualified Allocation Plan, and as selected by the Project Owner in its Application and as such, the Project Owner must BOTH restrict 10 units or 25 percent of the total project units, whichever is greater of the LIHTC units in the Project for occupancy by one or more special needs population through the end of the compliance period AND make available at a reasonable cost to all tenants with special needs a minimum of three appropriate and accessible social services throughout the compliance period. One of the social services must be a social service coordinator. With written approval from the Agency, the Project Owner may substitute another special needs population for the one(s) identified in its Application and may substitute services to better address the needs of the tenants with special needs. Notwithstanding the above, if after a period of sixty (60) days of a unit described in this paragraph becoming unoccupied the Project cannot identify an eligible person within the special needs population selected by the Project Owner in its Application to rent the unoccupied unit, such unit may be leased to any low income housing tax credit eligible person or family, with a preference given first to eligible persons in other special needs populations. The next unit of similar size in the Project that becomes unoccupied shall be rented to an eligible person within the special needs population selected by the Project Owner in its Application on the same

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- (27) The terms of this Covenant shall be interpreted, conditioned and supplemented in accordance with and by section 42 of the Code and regulations promulgated thereunder, all of which are incorporated herein by reference, whether or not such provisions of the Code or regulations are expressed or referenced herein. In the event of any conflict between this Covenant and the requirements of the Code, the Code shall prevail. The Agency reserves the right to set conditions for the allocation of LIHTC by regulation that may be more stringent than the Code.
- (28) The invalidity of any clause, part, or provision of this Agreement shall not affect the validity of the remaining provisions.
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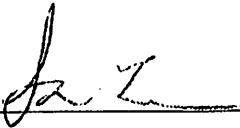
[SIGNATURES ON NEXT PAGE]

Signatures: This Covenant is granted by the Project Owner whose duly authorized representative's signature appears below.

Sworn and subscribed to before
the undersigned Notary Public or
Attorney on the date appearing below:

WITNESS

(IF INDIVIDUAL, LLC, OR PARTNERSHIP)



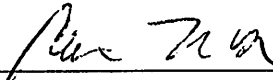
PROJECT OWNER:

By: Duffy Urban Renewal, LLC

By: Duffy Managing Member, LLC

By: Conifer Realty, LLC

By:



Charles M. Lewis, Senior Vice President

ACKNOWLEDGEMENT FOR PARTNERSHIP

(who has a corporate entity as general partner)

STATE OF NEW JERSEY)
) SS:
COUNTY OF)

I CERTIFY that on _____, 2014,
_____ OF THE PARTNERSHIP personally came
before me, and this person acknowledged under oath, to my satisfaction, that (a) this person is the
President of _____ who is the general partner of
_____, the Owner named in this document (the "Partnership");
and (b) this document was signed and delivered by the Partnership as its voluntary act duly authorized
by a proper resolution of the Board of Directors of the General Partner.

SWORN TO AND SUBSCRIBED
before me, the date aforesaid.

Notary Public

ACKNOWLEDGEMENT FOR LIMITED LIABILITY COMPANY

STATE OF NEW JERSEY)
) SS:
COUNTY OF *Burlington*

I CERTIFY that on April *23*, 2014, Charles M. Lewis personally came before me, and this
person acknowledged under oath, to my satisfaction, that (a) this person is the Senior Vice President of
Conifer Realty, LLC, the sole member of Duffy Managing Member, LLC, the Managing Member of
Duffy Urban Renewal, LLC, the Owner named in this document (the "LLC"); and (b) this document
was signed and delivered by the Company as its voluntary act duly authorized by a proper resolution of
the Company.

SWORN TO AND SUBSCRIBED
before me, the date aforesaid.

Joanne M. O'Shaughnessy
Notary Public
JOANNE M. O'SHAUGHNESSY
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 9/10/2018

Extended Use Agreement for competitive tax credits



Township of Florence

Burlington County, NJ

Block/Lot/Qual:	45. 9.	Tax Account Id:	506
Property Location:	203 SECOND ST WEST	Property Class:	
Owner Name/Address:	DUFFY URBAN RENEWAL, LLC	Land Value:	0
	1000 UNIVERSITY AVE, S-500	Improvement Value:	0
	ROCHESTER, NY 14607	Exempt Value:	0
		Total Assessed Value:	0
		Additional Lots:	10
Special Taxing Districts:		Deductions:	

Balance Includes any Adjustments to Your Account

Taxes

Make a Payment		View Tax Rates		Last Payment: 10/27/2014			
Year	Due Date	Orig Billed	Adj Billed	Balance	Interest	Total Due	Status
2015	02/01/2015	0.00	788.74	0.00	0.00	0.00	
2015	05/01/2015	0.00	788.74	0.00	0.00	0.00	
2015	08/01/2015	-1,577.48	0.00	0.00	0.00	0.00	
Total 2015		-1,577.48	1,577.48	0.00	0.00	0.00	
2014	11/01/2014	0.00	2,103.30	0.00	0.00	0.00	

[Return to Home](#)



Township of Florence
711 Broad Street
Florence, NJ 08518
609-4992130

Block: 45 Lot: 8 Qual: _____
Work Site Location: 203 WEST SECOND STREET
FLORENCE
Owner in Fee: CONIFER REALTY
Address: 20000 HORIZON WAY, STE 180
MT LAUREL NJ 08054
Telephone: 856 793-2078
Agent/Contractor: GARY F. GARDNER INC.
Address: PO BOX 599
MEDFORD NJ 08055
Telephone: 609 654-5312
Lic. No./ Bldrs. Reg. No.: 01028 Federal Emp. No.: 22-2188914
Social Security No.: _____

CERTIFICATE IDENTIFICATION

Date Issued: 06/01/2015
Control #: 15489
Permit #: 20140248

Home Warranty No: _____
Type of Warranty Plan: _____
Use Group: R-2
Maximum Live Load: _____
Construction Classification: _____
Maximum Occupancy Load: _____
Certificate Exp Date: _____
Description of Work/Use: _____
Change use from E to R2 - renovate existing building and build addition

Update Desc. of Wk/Use:
FIRE SPRINKLER SYSTEM, electric update for pump station, ELEVATOR, snow melting system, control panel, sensor, cable

[X] CERTIFICATE OF OCCUPANCY

This serves notice that said building or structure has been constructed in accordance with the New Jersey Uniform Construction Code and is approved for occupancy.

[] CERTIFICATE OF APPROVAL

This serves notice that the work completed has been constructed or installed in accordance with the New Jersey Uniform Construction Code and is approved. If the permit was issued for minor work, this certificate was based upon what was visible at the time of inspection.

[] TEMPORARY CERTIFICATE OF OCCUPANCY/COMPLIANCE

If this is a temporary Certificate of Occupancy or Compliance, the following conditions must be met no later than or will be subject to fine or order to vacate:

[] CERTIFICATE OF CLEARANCE-LEAD ABATEMENT 5:17

This serves notice that based on written certification, lead abatement was performed as per NJAC 5:17, to the following extent:

[] Total removal of lead-based paint hazards in scope of work
[] Partial or limited time period(____ years); see file

[] CERTIFICATE OF CONTINUED OCCUPANCY

This serves notice that based on a general inspection of the visible parts of the building there are no imminent hazards and the building is approved for continued occupancy.

[] CERTIFICATE OF COMPLIANCE

This serves notice that said potentially hazardous equipment has been installed and/or maintained in accordance with the New Jersey Uniform Construction Code and is approved for use until

Fees: \$250.00

Paid[X] Check No.: 391218

Collected by: LH

U.C.C 260 (rev. 5/03)

1 - APPLICANT 2 - OFFICE 3 - TAX ASSESSOR

THOMAS LAYOU Construction Official

EXHIBIT Q

Third Round: Hornberger 100% Affordable Housing
Documentation

DEVELOPMENT TIMETABLE

Hornberger Avenue Site – Florence, NJ

April 2018	Township Selects MEND/Conifer to be Developer; and Township signs Affordable Housing Agreement with MEND (the Affordable Housing Agreement for the Duffy School could serve as a template); and Developer completes hiring of Development Team
May 2018	Developer meets with appropriate Township officials (staff, Planning Board, Professionals, Council members, etc. – as directed by Township) to discuss any relevant conceptual Site Plan/Zoning/Building Plan matters
May 2018	Town Commits Municipal Housing Trust Funds to MEND/Project
December 2018	Developer submits Preliminary Site Plan Approval Application
May 2019	Town Council adopts Resolutions/Ordinances for: (a) Project Need; (b) PILOT Agreement; (c) Resolution confirming No Density Bonus; (d) Deed to MEND; and any other needed approvals
May 2019	Developer obtains Preliminary Site Plan Approval
May 2019	Developer obtains various financing commitments other than HMFA
June 2019	Developer submits LIHTC Application to HMFA
August 2019	Developer obtains LIHTC Award from HMFA
October 2019	Developer obtains final Site Plan Approval
November 2019	Developer obtains all Building and other Permits
December 2019	Developer closes on all Financing, takes title to land and begins Construction
June 2020	Developer has construction 50% complete
September 2020	Developer begins marketing apartments
December 2020	Developer completes Construction
December 2020	First Residents Move-in
April 2021	Rent-up completed; full-occupancy

Hornberger Site proforma to be provided at a later date

EXHIBIT R

Third Round: Albax/McHugh Court Inclusionary Housing
Documentation

updated June 2007

APPENDIX A

MANDATORY DEED FORM FOR OWNERSHIP UNITS

Deed

**DEED-RESTRICTED AFFORDABLE HOUSING UNIT WITH
RESTRICTIONS ON RESALE AND REFINANCING**

To State Regulated Property
With Covenants Restricting Conveyance
And Mortgage Debt

THIS DEED is made on this 29 day of Oct, 2015 by and between

M.T.T. CORP (Grantor) and [REDACTED] (Grantee).

Article 1. Consideration and Conveyance

In return for payment to the Grantor by the Grantee of One Hundred Twenty One Thousand One Hundred Eighty Four Dollars (\$121,184.00), the receipt of which is hereby acknowledged by the Grantor, the Grantor hereby grants and conveys to the Grantee all of the land and improvements thereon as is more specifically described in Article 2, hereof (the Property).

Article 2. Description of Property

The Property consists of all of the land, and improvements thereon that is located in the Township of Florence, County of Burlington, State of New Jersey, and described more specifically as Block No. 100 Lot No. 8.03, and known by the street address:

4 McHugh Court

Article 3. Grantor's Covenant

The Grantor hereby covenants and affirms that Grantor has taken no action to encumber the Property.

Article 4. Affordable Housing Covenants

Sale and use of the Property is governed by regulations known as the Uniform Housing Affordability Controls, which are found in New Jersey Administrative Code at Title 5, chapter 80, subchapter 26 (N.J.A.C. 5:80-26.1, *et seq.*, the "Regulations"). Consistent with the Regulations, the following covenants (the "Covenants") shall run with the land for the period of time commencing upon the earlier of

updated June 2007

(a) the date hereof or (b) the prior commencement of the "Control Period", as that term is defined in the Regulations, and terminating upon the expiration of the Control Period as provided in the Regulations.

In accordance with N.J.A.C. 5:80-26.5, each restricted unit shall remain subject to the requirements of this subchapter, the "Control Period," until the municipality in which the unit is located elects to release the unit from such requirements. Prior to such a municipal election, a restricted unit must remain subject to the requirements of this subchapter for a period of at least 30 years; provided, however, that units located in high-poverty census tracts shall remain subject to these affordability requirements for a period of at least 10 years;

- A. The Property may be conveyed only to a household who has been approved in advance and in writing by Triad Associates, an administrative agent appointed under the Regulations (hereinafter, collectively, the "Administrative Agent").
- B. No sale of the Property shall be lawful, unless approved in advance and in writing by the Administrative Agent, and no sale shall be for a consideration greater than maximum permitted price ("Maximum Resale Price", or "MRP") as determined by the Administrative Agent.
- C. No refinancing, equity loan, secured letter of credit, or any other mortgage obligation or other debt (collectively, "Debt") secured by the Property, may be incurred except as approved in advance and in writing by the Administrative Agent. At no time shall the Administrative Agent approve any such Debt, if incurring the Debt would make the total of all such Debt exceed Ninety-Five Percent (95%) of the applicable MRP.
- D. The owner of the Property shall at all times maintain the Property as his or her principal place of residence.
- E. Except as set forth in F, below, at no time shall the owner of the Property lease or rent the Property to any person or persons, except on a short-term hardship basis as approved in advance and in writing by the Administrative Agent.
- F. If the Property is a two-family home, the owner shall lease the rental unit only to income-certified low-income households approved in writing by the Administrative Agent, shall charge rent no greater than the maximum permitted rent as determined by the Administrative Agent, and shall submit for written approval of the Administrative Agent copies of all proposed leases prior to having them signed by any proposed tenant.
- G. No improvements may be made to the Property that would affect its bedroom configuration, and in any event, no improvement made to the Property will be taken into consideration to increase the MRP, except for improvements approved in advance and in writing by the Administrative Agent.

Article 5. Remedies for Breach of Affordable Housing Covenants

A breach of the Covenants will cause irreparable harm to the Administrative Agent and to the public, in light of the public policies set forth in the New Jersey Fair Housing Act, the Uniform Housing Affordability Control rules found at N.J.A.C. 5:80-26, and the obligation for the provision of low and moderate-income housing. Accordingly, and as set forth in N.J.A.C. 5:80-26.10A(b):

updated June 2007

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

EXECUTION BY GRANTOR

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

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

M.T.T. Corp.

By: Orlando Tiberi, President [seal]

[Redacted] [seal]

[Redacted] [seal]

[Redacted] [seal]

CERTIFICATE OF ACKNOWLEDGEMENT BY INDIVIDUAL

State of New Jersey, County of Burlington

I am either (check one) ☒ a Notary Public or ☐ a _____, an officer authorized to take acknowledgements and proofs in the state of New Jersey. I sign this acknowledgement below to certify that it was executed before me. On this 29th day of October, 2015, Romeo & Mary Sowards appeared before me in person. (If more than one person appears, the words "this person" shall include all persons named who appeared before the officer making this acknowledgement). I am satisfied that this person is the person named in and who signed this Deed.

This person also acknowledged that the full and actual consideration paid or to be paid for the transfer of title to realty evidenced by this Deed, as such consideration is defined in P.L. 1968, c. 49, sec. 1(c), is \$ 121,184.

Sandra L. Linn
SANDRA L. LINN
A Notary Public of New Jersey
My Commission Expires 05/03/2017

updated June 2007

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

CORPORATE PROOF BY SUBSCRIBING WITNESS

State of New Jersey, County of Burlington

I am either (check one) X a Notary Public or _____ a _____, an officer authorized to take acknowledgements and proofs in the state of New Jersey. On this the _____ day of _____, 20____, Tones Singer (hereinafter the "Witness") appeared before me in person. The Witness was duly sworn by me, and under oath stated and proved to my satisfaction that:

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

The Witness also acknowledges that the full and actual consideration paid or to be paid for the transfer of title to realty evidenced by this Deed, as such consideration is defined in P.L. 1968, c. 49, sec. 1(c), is \$ 121,184 -.

Sworn and signed before me on the date above written:

Witness: Sign above and print or type name below

S. Linn
Officer's signature: Sign above, and print stamp or type name below

SANDRA L. LINN
A Notary Public of New Jersey
My Commission Expires 05/03/2017

FORM OF CERTIFICATE FOR APPLICANTS CERTIFIED TO OWNERSHIP UNIT,
REQUIRED BY SECTION 5:80-26.18(c)(2)

CERTIFICATE FOR APPLICANT
CERTIFIED TO AN OWNERSHIP UNIT SUBJECT TO
AFFORDABLE HOUSING RESTRICTIONS


Our names are [REDACTED] and we are making this certificate in connection with our Certification to purchase 4 McHugh Court, Florence Township, NJ, a home provided under the New Jersey Affordable Housing Program, herewith "I" will be recognized as "We";


I am aware, as the purchasers of an Affordable Home, that from this date until October 29, 2045 (30 years from date of purchase), I have to follow the rules and requirements that are listed below:

1. I am allowed to sell my home only to a person or a family who is part of the Affordable Housing Program, and who has been certified, like I have been, in writing by Triad Associates, the Administrative Agent for Tilton Lane, LLC, herein referred to as "AA".
2. The price for which I can sell my house is limited by law, and may be much less than the sale prices of other homes similar to mine, but which are not part of the Affordable Housing Program.
3. I cannot take out any loans of any kind secured by my house (a "mortgage loan") unless my plans to get the loan are approved by the AA before I sign any loan papers. The total amount of mortgage loans I am allowed to have is limited by law.
4. I know that I am required to live in my house, and that I cannot rent it out to any other person, not even to members of my family. If I have a temporary need to move away that is not my fault, such as if my employer is temporarily sending me to a work place a great distance from my home, or if I am being called up for military service, I should call the AA and ask for a "temporary waiver" of this rule. It is up to the AA whether or not I get a temporary waiver.

5. If my home is a two-family home, I know that I am allowed to rent the rental apartment in my home only to a person or to a family who is part of the Affordable Housing Program, and who has been certified to rent my rental apartment in writing by the AA.

6. Furthermore, I know that the rent I am allowed to charge a tenant is limited by law, and is announced each year by the Council on Affordable Housing. I know that it is my responsibility to find out what is the maximum rent I am allowed to charge by calling the AA.
7. I know that I am required to send copies of all leases with my tenants to the AA.
8. I know that I am not allowed to make any improvements to my home unless they have been approved in writing by the AA.
9. Finally, I know that if I break any of these rules I will be breaking the law, and that I will be subject to penalties provided by law, including having to pay fines and possibly losing my home.


Signature of Owner


Signature of Co-Owner

State of New Jersey)

County of Burling ss.

BE IT REMEMBERED, that on this 27 day of Oct, 2015 the signer of this Certificate Romeo & Mary Sowards appeared personally before me and who, being duly sworn by me, deposed and made proof to my satisfaction (i) that he/she is the Purchaser of the Affordable home that is identified as said Purchaser in the foregoing Certificate, and (ii) and that he/she has executed said Certificate with respect to the purchase of the property described in the Certificate and for the purposes described and set forth therein.

Sworn and subscribed to before me, Brandy Averaw on the date set forth above.


NOTARY PUBLIC



updated June 2007

APPENDIX O

FORM OF MORTGAGE SECURING PAYMENT OF RECAPTURE NOTE IN FAVOR OF THE MUNICIPALITY, REQUIRED BY SECTION 5:80-26.5(c)

State of New Jersey
Department of Community Affairs
New Jersey Housing and Mortgage Finance Agency
FLORENCE TOWNSHIP

Affordable Housing Program

Repayment Mortgage

DEED-RESTRICTED AFFORDABLE HOUSING UNIT WITH RESTRICTIONS ON RESALE AND REFINANCING

To Secure Payment of Amounts Due
Upon First Non-Exempt Sale
After Expiration of Control Period

THIS MORTGAGE, made on this 29 day of Oct, 2015 by and between [REDACTED], (the "OWNER") and FLORENCE TOWNSHIP (the "Municipality"), in connection with the property described herein (the "PROPERTY");

Article 1. REPAYMENT MORTGAGE NOTE

In consideration of value received, the Owner has signed a Recapture Mortgage Note (the "Note") dated Oct 29 2015. The Owner promises to pay to the State amounts due under the Repayment Mortgage Note, and to abide by all obligations contained therein.

Article 2. MORTGAGE AS SECURITY FOR AMOUNT DUE

This Mortgage is given to the Municipality as security for the payment required to be paid upon the first non-exempt sale of the Property, as provided under the rules of the New Jersey Housing and Mortgage Finance Agency set forth in N.J.A.C. 5:80-26.1 et seq. Upon the first non-exempt sale of the Property after the date of this Note, the Owner, or the heir, successor or assignee of the Owner then selling the Property, shall pay the difference between the Property's non restricted fair market value and its restricted price determined pursuant to N.J.A.C. 5:80-26.5(c) to the Municipality. The obligation evidenced by this note shall not accrue interest.

updated June 2007

Article 3. PROPERTY DESCRIPTION

All of the land and improvements thereon located in the municipality of Florence Township in the County of Burlington, State of New Jersey (hereinafter the "Property"), described more specifically as Block No. 100 Lot No. 8.03, and known by the street address:

4 McHugh Court

Article 4. RIGHTS GIVEN TO MUNICIPALITY

The Owner, by mortgaging the Property to the State, gives the Municipality those rights stated in this Mortgage, and all the rights the law gives to the Municipality under Uniform Housing Affordability Controls, which are found in New Jersey Administrative Code at Title 5, chapter 80, subchapter 26 (N.J.A.C. 5:80-26.1, *et seq*). The rights given to the Municipality are covenants running with the land. The rights, terms and restrictions in this Mortgage shall bind the Owner and all subsequent purchasers and owners of the Property, and the heirs and assigns of all of them. Upon performance of the promises contained in Note and Mortgage, the Municipality will prepare and deliver to the then current owner of record a quitclaim deed or other document of release.

Article 5. DEFAULT

The Municipality may declare the Owner in default on this Mortgage and on the Note if:

1. The Owner attempts to convey an interest in the Property without giving prior written notice to the Municipality;
2. The ownership of the Property is changed for any reason other than in the course of an exempt sale;
3. The Owner fails to make any payment required by the Note;
4. The holder of any lien on the Property starts foreclosure proceedings; or
5. Bankruptcy, insolvency or receivership proceedings are commenced by or against the Owner.

Article 6. MUNICIPALITY'S RIGHTS UPON DEFAULT

~~If the Municipality declares that the Note and this Mortgage are in default, the Municipality shall have all of the rights given by law or set forth in this Mortgage.~~

updated June 2007

Article 7. NOTICES

ALL NOTICES MUST BE IN WRITING AND PERSONALLY DELIVERED OR SENT BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED, TO THE ADDRESSES GIVEN IN THIS MORTGAGE. ADDRESS CHANGES MAY BE MADE UPON WRITTEN NOTICE, MADE IN ACCORDANCE WITH THIS ARTICLE 7.

Article 8. NO WAIVER BY MUNICIPALITY

The Municipality may exercise any right under this Mortgage or under any law, even if the Municipality has delayed in exercising that authority, or has agreed in an earlier instance not to exercise that right. The Municipality does not waive its right to declare the Owner is in default by making payments or incurring expenses on behalf of the Owner.

Article 9. EACH PERSON LIABLE

The Mortgage is legally binding upon each Owner individually and all their heirs, assigns, agents and designees who succeed to their responsibilities. The Municipality may enforce any of the provisions of the Note and of this Mortgage against any one or more liable individual.

Article 10. SUBORDINATION

This Mortgage will not be subordinate, and will not be subordinated by the Municipality, to any mortgage, refinancing, equity loan, secured letter of credit, or any other obligation secured by the Property, except with respect to (a) any such obligation which was duly recorded prior to the recording hereof, and (b) any such obligation which, when added to all other such obligations recorded against the Property, shall result in total debt secured by the Property being an amount less than the maximum resale price that would be applicable were the Control Period still in effect.

Article 11. SUBSEQUENT OWNERS

This Mortgage shall not be released, with respect to any subsequent owner who acquires the property through an exempt transfer unless the transferee shall execute a note and mortgage in the form of the Note and this Mortgage, and the same has been duly recorded.

Article 12. AMENDMENTS

No amendment or change to the Note and this Mortgage may be made, except in a written document signed by both parties and approved by the administrative agent appointed pursuant to N.J.A.C. 5:80-26.1 et seq.

Article 13. SIGNATURES

By executing this Mortgage on page 3, hereof, the Owner agrees to all of its terms and conditions.

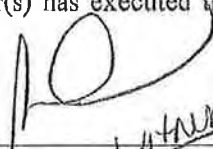
updated June 2007


Article 14. ACKNOWLEDGEMENT


The Owner acknowledges receipt of a true copy of this Mortgage, at no charge to the State.

IN WITNESS WHEREOF, the Owner(s) has executed this Mortgage for the purposes stated herein.

ATTEST:



Signature of (Owner) 

Signature (Co-Owner) 

STATE OF NEW JERSEY)

) ss:

COUNTY OF BURLINGTON)

BE IT REMEMBERED, that on this the 29 day of Oct, 2015 the subscriber Romeo & Mary Sowards appeared personally before me (If more than one person signed the foregoing mortgage and appeared before me, the words "the subscriber" and "the Owner" shall include all such persons) and who, being duly sworn by me, deposed and made proof to my satisfaction (i) that he/she is the Owner named in the foregoing mortgage and (ii) and that he/she has executed said mortgage with respect to the Property and for the purposes described and set forth therein.

Sworn to and subscribed before me, Brandy Aversa on the date set forth above.

NOTARY PUBLIC





CERTIFICATION OF ELIGIBLE HOUSEHOLD

May 4, 2015



Home Phone: ~~502-123-4567~~; Email: ~~dupont@8172@yahoo.com~~

The household has submitted an Application for an affordable housing unit that will be restricted for occupancy by low and moderate income-eligible households; and, this application has been reviewed, the information therein has been verified according to Office procedures, and has demonstrated that the applicant is income eligible for an affordable housing unit;

THEREFORE, Triad Associates hereby certifies the applicant is eligible for an affordable unit according to the household and unit characteristics specified.

Number of Household members: 2 adult(s) + 0 minor(s) = 2 Total Household	
Referred Unit Size: Three Bedroom	
Affordable Sales Price: \$121,184	
Referred Unit Address: 4 McHugh Court, Florence Twp., NJ	
Salary & Fixed Income:	\$ 12,345
Income from Assets: Equity in Property & Savings	\$ 12,345
Total Household Income:	\$ 24,690
Median Income for Household of 2: 24,690	2014 Maximum Income for Low Income Household of 2: \$ 24,690
Household Range of Affordability: 60% (Low)	
HOA Fees: 0	

The above approval is subject to the following conditions:

- Applicant will have 30 days to obtain a mortgage pre-qualification and decide if they want the property. If the applicant intends to purchase the unit without a mortgage, they must provide written documentation on how the acquisition will be funded.
- Contingent upon applicant placing current house on the market and providing Triad Associates with a copy of the listing.
- If you have a home to sell, please be advised that the developer is approving the contract contingencies on a case-by-case basis.
- Down payment, closing costs, attorney's fees, mortgage points and other costs of sale are not included in these calculations and are the responsibility of the prospective buyer. All housing specifically designated for low and moderate income-eligible households is subject to deed restrictions.
- An Income Walver has been granted in this application file.

The undersigned hereby states that all information submitted to Triad Associates for the purpose of obtaining this certification is true and complete to the best of the applicant's knowledge and that a false statement or misrepresentation of fact may be cause for program disqualification and/or the initiation of any applicable legal remedies.

NOTHING HEREIN SHALL BE INTERPRETED AS ASSURANCE THAT CERTIFIED HOUSEHOLDS WILL OBTAIN AFFORDABLE HOUSING THROUGH THIS CERTIFICATION.

Applicant: _____ Certified by: Judith L. Cortes, 5/4/15



AFFORDABLE HOUSING HOMEBUYER DISCLOSURE STATEMENT

The residential unit for which you have applied has been designated as an Affordable Housing unit pursuant to the Fair Housing Act (P.L.1985, Chapter 222).

Affordable Housing units are restricted by an Agreement that constitutes a covenant running with the land and is known as the Repayment Mortgage.

THE FOLLOWING IS A BRIEF SUMMARY OF THESE RESTRICTIONS:



1. Purchasers and renters of affordable housing units are restricted to households whose total gross annual income is measured at less than 50% or 80% of an approved median income guide established by household size and geographic region and authorized by the New Jersey Council on Affordable Housing (COAH). All re-sales and rentals that are negotiated during the term of the restriction shall be certified income-eligible households unless Hardship Waiver has been granted for a particular sale.
2. Affordable housing units shall be utilized as the primary residence of the owner or tenant. Purchased units shall not be leased and leased units shall not be sublet without prior written approval of the Administrative Agent. Primary residence is defined as a unit wherein a household maintains continuing residence for no less than nine months of each calendar year.
3. Affordable housing sales units shall not be resold at a sales price that exceeds the initial sales price for the unit (Base Price) plus a restricted increase, based on the percentage of change in the approved median income guide (the Index).
4. Sellers of Affordable Units will be charged three percent (3%) of the sales price upon closing.
5. The Owner of the Affordable Unit will be charged a \$250 fee at closing for all refinancing and home equity transactions.
6. Home Improvements of Affordable housing units shall be made at the owner's expense except that expenditures for any alteration that allows a unit to be resold or rented to a larger household size because of an increased capacity for occupancy shall be considered for a resale price or rental charge adjustment. Owners must obtain prior approval for such alteration to qualify for this adjustment.
7. Owners of Affordable Housing shall not make application for any second money mortgages as it may apply to the Affordable Housing unit unless prior written approval has been obtained from Administrative Agent.
8. The restrictions imposed on an affordable housing unit are contained in the **Repayment Mortgage** and **Note** which are signed by the Owner and recorded with the unit deed in the appropriate county recording office.


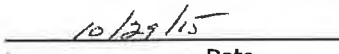
we grow communities



9. The Owner of an Affordable Housing Unit shall at all times be required to serve notice, in writing, to the Administrative Agent under the following circumstances:
- A. An Intent to sell an Affordable Housing Sales unit
 - B. A proposed Home Improvement that may be eligible for a Resale Price or Rental Charge adjustment
 - C. A notice of Foreclosure from the First Money Mortgagee
 - D. A request for a Certificate of Exemption
 - E. A request for a Hardship Waiver
 - F. A request for approval of a second money mortgage lien
10. The Owner of an Affordable Housing unit shall at all times be required to forward copies of recorded documents negotiated at the time of closing a sale or resale to the Administrative Agent for their records.

I have read the contents of this Disclosure Statement and understand the significance of its terms. I have been further instructed to seek assistance and advice from an attorney in reviewing the restrictions and limitations described in further detail in the Repayment Mortgage.


Applicant

Date


Co-Applicant

Date

updated January 2006

APPENDIX N

FORM OF RECAPTURE MORTGAGE NOTE IN FAVOR OF MUNICIPALITY, REQUIRED BY SECTION 5:80-26.5(c)

State of New Jersey
Department of Community Affairs
Housing and Mortgage Finance Agency

[FLORENCE TOWNSHIP]

Recapture Mortgage Note

DEED-RESTRICTED AFFORDABLE HOUSING UNIT WITH RESTRICTIONS ON RESALE AND REFINANCING

In Connection with Payment of Amounts Due
Upon First Non-Exempt Sale
After Expiration of Control Period

THIS NOTE is dated as of Oct 29, 2015 For value received
(referred to "Owner") promises to pay to FLORENCE TOWNSHIP, which
has its principal offices at 711 BROAD STREET, FLORENCE, NJ (the "Municipality"), the amounts
specified in this Note and promises to abide by the terms contained below.

Article 1. REPAYMENT MORTGAGE

As security for the payment of amounts due under this Note and the performance of all promises contained in this Note, the Owner is giving the Municipality a "Repayment Mortgage To Secure Payment of Amounts Due Upon First Non-Exempt Sale After Expiration of Control Period" (the "MORTGAGE"), dated Oct 29, 2015, of the property described below (the "PROPERTY"). The Mortgage covers real estate owned by the Owner. The Mortgage will not be subordinate, and will not be subordinated by the Municipality, to any mortgage, refinancing, equity loan, secured letter of credit, or any other obligation secured by the Property, except with respect to (a) any such obligation which was duly recorded prior to the recording hereof, and (b) any such obligation which, when added to all other such obligations recorded against the Property, shall result in total debt secured by the Property being an amount less than the maximum resale price (MRP) that would be applicable were the Control Period still in effect, as those terms are defined in Article 2 of the Mortgage.

Article 2. OWNERS PROMISE TO PAY AND OTHER TERMS

Upon the first non-exempt sale of the Property after the date of this Note, the Owner, or the heir, successor or assignee of the Owner then selling the Property, shall pay the difference between the

updated January 2006

Property's non restricted fair market value and its restricted price determined pursuant to N.J.A.C. 5:80-26.5(c) to the Municipality. The obligation evidenced by this note shall not accrue interest.

Article 3. PROPERTY DESCRIPTION

All of the land and improvements thereon located in the municipality of Florence Township in the County of Burlington, State of New Jersey, described more specifically as Block No. 100 Lot No. 8.03, and known by the street address: 4 McHugh Court.

Article 4. WAIVER OF FORMAL ACTS

The Owner waives its right to require the Municipality to do any of the following before enforcing its rights under this Note:

1. To demand payment of amount due (known as Presentment).
2. To give notice that amounts due have not been paid (known as Notice of Dishonor).
3. To obtain an official certificate of non-payment (known as Protest).

Article 5. RESPONSIBILITY UNDER NOTE

All Owners signing this Note are jointly and individually obligated to pay the amounts due and to abide by the terms under this Note. The Municipality may enforce this Note against any one or more of the Owners or against all Owners together.

The Owner agrees to the terms of this Note by signing below.


ACKNOWLEDGEMENT


Owner acknowledges receipt of a true copy of the Mortgage and this Note at no charge.

Dated: Oct 29, 2005

ATTEST:

By:


Signature (Owner)


Signature (Co-Owner)


Witness

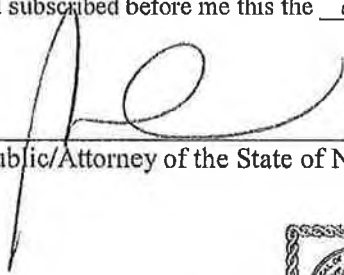
updated January 2006

STATE OF NEW JERSEY)
COUNTY OF BURLINGTON)

SS.:

On this the 29 day of October, 2015 before me came Romeo & Mary Sowards, who acknowledges and makes proof to my satisfaction that he/she is the Owner named within this Note, and that he/she has executed said Note for the purposes set forth therein, sworn to and subscribed by his/her in my presence on this date.

Sworn to and subscribed before me this the 29 day of Oct, 2015.


A Notary Public/Attorney of the State of New Jersey



updated June 2007

APPENDIX C-1

RESTRICTIVE COVENANT REQUIRED BY SECTION 5:80-26.5(d)

Declaration Of Covenants, Conditions
And Restrictions
Implementing Affordable Housing Controls
On State Regulated Property

**DEED-RESTRICTED AFFORDABLE HOUSING UNIT WITH
RESTRICTIONS ON RESALE AND REFINANCING**

For New Units

Fair Housing Act Required Covenants Restricting Use, Conveyance
And Mortgage Debt

THIS DECLARATION is made this 29 day of Oct, 2015, by M.T.T. Corp a State
of New Jersey (corporation, limited partnership or other entity), having its principle address at
_____ (hereinafter referred to as "Developer").

WHEREAS, Developer is the owner of (1) one unit, 4 McHugh Court, Florence, NJ, more fully
described on Schedule A attached hereto and made a part hereof (hereinafter referred to as the
"Affordable Units") located in the Municipality of Florence Township, County of Burlington, State of
New Jersey; and

WHEREAS, municipalities within the State of New Jersey are required by the Fair Housing Act
(P.L. 1985, c. 222) (hereinafter the "Act") to provide for their fair share of housing that is affordable to
households with low or moderate incomes in accordance with the provisions of the Act; and

WHEREAS, the Act requires that municipalities insure that such designated housing remains
affordable to low and moderate income households;

WHEREAS, pursuant to the Act, the Affordable Units described in Exhibit A attached to this
Agreement have been designated as low and moderate income housing as defined by the Act; and

~~WHEREAS, the purpose of this Declaration is to insure that the described Affordable Units~~
remain affordable to low and moderate-income eligible households for that period of time described in
Section 1 of this Declaration.

NOW, THEREFORE, it is the intent of this Declaration to insure that the affordability controls
are recorded on each of the affordable units so as to bind the owners of the Affordable Units of the

updated June 2007

covenants, conditions and restrictions which they shall be required to comply and to notify all future purchasers of the affordable units that the housing unit is encumbered with affordability controls.

Article 1. Affordable Housing Covenants

The sale and use of each Affordable Unit subject to this Declaration is governed by regulations governing controls on affordability, which are found in New Jersey Administrative Code at Title 5, chapter 93, subchapter 9 (N.J.A.C. 5:93-9.1, *et seq.*), and chapter 80, subchapter 26 (N.J.A.C. 5:80-26.1, *et seq.*) (the "Regulations"). Consistent with the Regulations, the following covenants (the "Covenants") shall run with the land, for each respective Affordable Unit, for the period of time commencing upon the earlier of (a) the date hereof or (b) the prior commencement of the "Control Period", as that term is defined in the Regulations, and terminating upon the expiration of the Control Period as provided in the Regulations.

- A. The Affordable Unit may be conveyed only to a household who has been approved in advance and in writing by Triad Associates, an administrative agent appointed under the Regulations (hereinafter, collectively, the "Administrative Agent").
- B. No sale of the Affordable Unit shall be lawful, unless approved in advance and in writing by the Administrative Agent, and no sale shall be for a consideration greater than maximum permitted price ("Maximum Resale Price", or "MRP") as determined by the Administrative Agent.
- C. No refinancing, equity loan, secured letter of credit, or any other mortgage obligation or other debt (collectively, "Debt") secured by the Affordable Unit, may be incurred except as approved in advance and in writing by the Administrative Agent. At no time shall the Administrative Agent approve any such Debt, if incurring the Debt would make the total of all such Debt exceed Ninety-Five Percent (95%) of the applicable MRP.
- D. The owner of the Affordable Unit shall at all times maintain the Affordable Unit as his or her principal place of residence.
- E. Except as set forth in F, below, at no time shall the owner of the Affordable Unit lease or rent the Affordable Unit to any person or persons, except on a short-term hardship basis as approved in advance and in writing by the Administrative Agent.
- F. If the Affordable Unit is a two-family home, the owner shall lease the rental unit only to income-certified low-income households approved in writing by the Administrative Agent, shall charge rent no greater than the maximum permitted rent as determined by the Administrative Agent, and shall submit for written approval of the Administrative Agent copies of all proposed leases prior to having them signed by any proposed tenant.
- G. No improvements may be made to the Affordable Unit that would affect its bedroom configuration, and in any event, no improvement made to the Affordable Unit will be taken into consideration to increase the MRP, except for improvements approved in advance and in writing by the Administrative Agent.
- H. The affordable housing covenants, declarations and restrictions implemented by this Declaration and by incorporation, N.J.A.C. 5:80-26.1 *et seq.*, shall remain in effect despite the entry and enforcement of any judgment of foreclosure with respect to the Affordable Unit so long as the

updated June 2007

Affordable Unit remains subject to the affordability controls being implemented by this Declaration.

- I. In accordance with N.J.A.C. 5:80-26.5, each restricted unit shall remain subject to the requirements of this subchapter, the "Control Period," until the municipality in which the unit is located elects to release the unit from such requirements. Prior to such a municipal election, a restricted unit must remain subject to the requirements of this subchapter for a period of at least 30 years; provided, however, that units located in high-poverty census tracts shall remain subject to these affordability requirements for a period of at least 10 years;

Article 2. Remedies for Breach of Affordable Housing Covenants

A breach of the Covenants will cause irreparable harm to the Administrative Agent and to the public, in light of the public policies set forth in the New Jersey Fair Housing Act, the Uniform Housing Affordability Control rules found at N.J.A.C. 5:80-26, and the obligation for the provision of low and moderate-income housing. Accordingly, and as set forth in N.J.A.C. 5:80-26.10A(b):

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

IN WITNESS WHEREOF, Developer has caused this instrument to be executed by its duly authorized partners and proper officers, respectively, this ___ day of October 2015.

ATTEST:

(M.T.T. CORP)

By: 

updated June 2007

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

CORPORATE PROOF BY SUBSCRIBING WITNESS

State of New Jersey, County of Burlington

I am either (check one) X a Notary Public or _____ a _____, an officer authorized to take acknowledgements and proofs in the state of New Jersey. On this the 29th day of October, 20 15, Jonas Singer (hereinafter the "Witness") appeared before me in person. The Witness was duly sworn by me, and under oath stated and proved to my satisfaction that:

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

The Witness also acknowledges that the full and actual consideration paid or to be paid for the transfer of title to realty evidenced by this Deed, as such consideration is defined in P.L. 1968, c. 49, sec. 1(c), is \$ 121,184 -

Sworn and signed before me on the date above written:

Witness: Sign above and print or type name below

S. Linn
Officer's signature: Sign above, and print stamp or type name below

SANDRA L. LINN
A Notary Public of New Jersey
My Commission Expires 05/03/2017



Township of Florence
711 Broad Street
Florence, NJ 08518
609-4992130

CERTIFICATE IDENTIFICATION

Date Issued: 10/28/2015
Control #: 15409
Permit #: 20140137

Home Warranty No: 204387
Type of Warranty Plan: ☒ State ☐ Private
Use Group: R-5
Maximum Live Load: 40
Construction Classification: 5B
Maximum Occupancy Load: 6
Certificate Exp Date:
Description of Work/Use:
SFA - DUPLEX - 3bed, 2 bath, unfinished basement
ZONING #2978

Block: 100 Lot: 8.10 Qual: _____
Work Site Location: 4 MCHUGH COURT
ROEBLING
Owner in Fee: MITT CORP / TILTON LANE LLC
Address: 974 OLD BRIDGE TURNPIKE
EAST BRUNSWICK NJ 08816
Telephone: 609 324-3755
Agent/Contractor: MTT CORPORATION
Address: 974 OLD BRIDGE TURNPIKE
EAST BRUNSWICK NJ 08816
Telephone: 609 324-3755

Lic. No./ Bldrs. Reg.No.: 04371 Federal Emp. No.: 21-0721073
Social Security No.: _____

Update Desc. of Wk/Use:

☒ CERTIFICATE OF OCCUPANCY

This serves notice that said building or structure has been constructed in accordance with the New Jersey Uniform Construction Code and is approved for occupancy.

☐ CERTIFICATE OF APPROVAL

This serves notice that the work completed has been constructed or installed in accordance with the New Jersey Uniform Construction Code and is approved. If the permit was issued for minor work, this certificate was based upon what was visible at the time of inspection.

☐ TEMPORARY CERTIFICATE OF OCCUPANCY/COMPLIANCE

If this is a temporary Certificate of Occupancy or Compliance, the following conditions must be met no later than or will be subject to fine or order to vacate:

☐ CERTIFICATE OF CLEARANCE-LEAD ABATEMENT 5:17

This serves notice that based on written certification, lead abatement was performed as per NJAC 5:17, to the following extent:

☐ Total removal of lead-based paint hazards in scope of work
☐ Partial or limited time period(____ years); see file

☐ CERTIFICATE OF CONTINUED OCCUPANCY

This serves notice that based on a general inspection of the visible parts of the building there are no imminent hazards and the building is approved for continued occupancy.

☐ CERTIFICATE OF COMPLIANCE

This serves notice that said potentially hazardous equipment has been installed and/or maintained in accordance with the New Jersey Uniform Construction Code and is approved for use until


THOMAS LAYOU Construction Official

Fees: \$120.00

Paid ☒ Check No.: 2249

Collected by: ja

EXHIBIT S

Third Round: Sassman Inclusionary Housing
Documentation

FLORENCE TOWNSHIP ZONING BOARD OF ADJUSTMENT

RESOLUTION NO. ZB-2007-24

Application ZB#2006-25

**RESOLUTION MEMORIALIZING THE GRANT OF FINAL MAJOR
SITE PLAN APPROVAL TO MICHAEL SASSMAN FOR
BLOCK 126.02, LOT 1, LOCATED IN NC NEIGHBORHOOD
COMMERCIAL AND RA LOW DENSITY RESIDENTIAL DISTRICTS**

Decided:	June 26, 2007
Resolution Memorialized:	July 24, 2007

WHEREAS, Michael Sassman made application to the Florence Township Zoning Board of Adjustment for preliminary and final major site plan approval with variances and waivers for Block 126.02, Lot 1; and

WHEREAS, preliminary major site plan approval with variances and waivers was granted on March 27, 2007, memorialized by Resolution No. ZB-2007-13 adopted on May 22, 2007; and

WHEREAS, the Florence Township Zoning Board of Adjustment met at a public hearing on June 26, 2007 to review the application for final major site plan approval pursuant to the applicable rules of the Board and the applicable ordinances of Florence Township; and

WHEREAS, the Board received the report of its engineer, Dante Guzzi, PE, dated June 11, 2007, and the report has been reviewed and discussed as part of the public hearing upon this application; and

WHEREAS, the Board received report of its planner, Michael F. Sullivan, PP, of Clarke, Caton, Hintz, dated June 11, 2007, and the report has been reviewed and discussed as part of the public hearing upon this application; and

WHEREAS, the applicant was represented by John J. Mensching, Esquire, and sworn testimony was given by William M. Doran, PE, PP, who was qualified as an expert by the Board, and Ralph Finelli, architect; and

WHEREAS, it appears that the applicant has followed all procedures in making its application, and that the application, plans and all documents and material submitted therewith

were reviewed by the Board Engineer, the Board Planner, the Board solicitor and Board members, and were found to be complete and in conformity with all applicable laws and regulations; and

WHEREAS, the Board, having considered the documents submitted and the evidence presented by and on behalf of the applicant makes the following findings of fact and conclusions of law with respect to this application:

1. The applicant is the contract purchaser of the subject property, owned by the Roebling Overseas Veterans Home Association. The property is located at 100 Main Street (Hornberger Avenue) between Tenth Street and Eleventh Street, in the Roebling section of the township. The property is located partly in an NC Neighborhood Commercial District and partly in an RA Low Density Residential District and is presently occupied by a one-story building, VFW Post #8838.

2. The applicant obtained use variances and minor subdivision approval from the Board on February 27, 2007, memorialized by Resolutions #ZB-2007-09 and #ZB-2007-10.

3. The applicant proposes to construct a 35 foot high three story building having 7,000 square feet of commercial space on the first floor and seven (7) two-story, two-bedroom residential apartments on the second and third floors.

4. Ralph Finelli gave the following testimony:

a. ~~One (1) internal~~ ⁹ elevator will be installed at the ground floor level of the building to provide access to the second floor of the building, in the event same is required by the construction code to afford second floor ADA access, said installation not affecting the footprint of the building.

b. Each point of entry to the building will be through a pair of doors, the left hand side of which will include a two foot (2') by four foot (4') area to be used for signage. No other signage is proposed.

5. Kent R. Pipes testified as follows:

a. He is affiliated with the Affordable Homes Group, Inc. which provides affordable housing for low and moderate income families.

b. He proposes to assist the applicant in satisfying his COAH obligation by providing an off-site affordable housing unit as well as administering such unit.

6. The June 11, 2007 report of the Board engineer was discussed at the hearing. The applicant will comply with all items set forth in said report.

7. The June 11, 2007 report of the Board planner was discussed at the hearing. The applicant will comply with all items set forth in said report.

8. The Board finds and concludes that the applicant has complied with the ordinance requirements for final major site plan approval.

9. The applicant has submitted certain documents, plans, and/or drawings and has provided testimony at the time of the public hearing on this application and the Board has relied upon the same in making its determination. Should the applicants deviate from this Resolution or the conditions contained herein or from the submitted documents, plans, drawings and statements made, which are part of this application, the Board may proceed to rescind this approval.

NOW, THEREFORE, BE IT RESOLVED by the Florence Township Zoning Board of Adjustment in the County of Burlington and State of New Jersey that the application of Michael Sassman for final major site plan approval for Block 126.02, Lot 1, is hereby **GRANTED** for the reasons set forth herein, subject to the following conditions:

1. The applicant shall contact the Zoning Board office to settle any outstanding review escrow accounts prior to the signing of the final plats and the issuance of building permits. The applicant must pay any and all required fees that are due or may become due to the Township within twenty-one (21) days notice thereof, including but not limited to settlement of any outstanding review escrow accounts.

2. The applicant shall provide proof of current tax payment to the Zoning Board clerk prior to the issuance of a building permit.

3. The applicant shall obtain any and all approvals required by other agencies having jurisdiction over this matter and compliance with all conditions of such approvals.

4. If another governmental agency grants a waiver or variance of a regulation, affecting this approval or the conditions attached to it then this Board shall have the right to review that issue as it relates to this approval and these conditions and modify or amend the same.

5. The applicant shall comply with all conditions of preliminary major site plan approval, as set forth in Resolution No. ZB-2007-13, which are incorporated by reference herein.

6. The applicant shall comply with all items set forth in the June 11, 2007 report of the Board engineer, which is incorporated by reference herein.

7. The applicant shall comply with all items set forth in the June 11, 2007 report of the Board planner, which is incorporated by reference herein.

8. The applicant shall provide a fair share of the affordable housing obligation of Florence Township, calculated in accordance with the Growth Share methodology adopted by the Council on Affordable Housing (COAH), as set forth in the Township of Florence Ordinances 2005-01 and 2005-02, and any amendments thereto including Ordinance 2006-25.

In a decision dated January 25, 2007, the Appellate Court invalidated some of COAH's key third round rules which govern the size of each municipality's fair share obligation and the manner in which the obligation can be satisfied. Given the uncertainty about COAH's rules which the Appellate Court decision and the subsequent appeals and cross-appeals create, the applicant shall comply with whatever ultimately is approved by COAH. However, at this time, the Township's Growth Share Ordinance shall continue in full force and effect.

The level of affordable housing obligation required may be subject to further revision; thus, any in-lieu contributions approved by the Township Council and submitted by an applicant shall be placed in a separate affordable housing trust account and shall not be expended until COAH approves the Township's third round spending plan.

Under no circumstances shall the affordable housing obligation be less than that required by virtue of an affordable housing development fee imposition governed by *NJAC* 5:94-6 *et seq.*

9. The Florence Township adopted Growth Share Ordinance found in Section 87:35-40 of the Florence Township Code, requires a developer to arrange at its sole expense for HAS, Housing Affordability Services, the Township's approved affordable housing administering agency, to ensure full COAH compliance and to timely file such certifications, reports, and/ or

monitoring forms as may be required by COAH to verify COAH compliance for each affordable unit.

10. The factual findings contained herein are incorporated by reference herein as a condition to the granting of this application as if set forth at length.

MOTION TO GRANT FINAL MAJOR SITE PLAN APPROVAL:

Moved by : Taylor
Seconded by : Groze
In Favor : Groze, Emerick, Crowell, Taylor, Glebocki
Opposed : None
Abstained : None

MOTION TO ADOPT RESOLUTION:

Moved by : Emerick
Seconded by : Groze
In Favor : Emerick, Glebocki, Groze, Taylor
Opposed : None
Abstained : None
Absent : Crowell

**FLORENCE TOWNSHIP
ZONING BOARD OF ADJUSTMENT**

Dated: 7-24-07


ALEXANDER GLEBOCKI Chairman

CERTIFICATION

BE IT REMEMBERED that the within Resolution was duly adopted at a regular meeting of the Florence Township Zoning Board of Adjustment held on July 24, 2007.

Dated: 7-24-07


CANDIDA TAYLOR Secretary

MGL
JUL 16 2008

FLORENCE TOWNSHIP ZONING BOARD OF ADJUSTMENT

RESOLUTION NO. ZB-2007-13

Application ZB#2006-25

**RESOLUTION MEMORIALIZING THE GRANT OF PRELIMINARY MAJOR
SITE PLAN APPROVAL WITH VARIANCES AND WAIVERS TO MICHAEL
SASSMAN FOR BLOCK 126.02, LOT 1, LOCATED IN NC NEIGHBORHOOD
COMMERCIAL AND RA LOW DENSITY RESIDENTIAL DISTRICTS**

Decided:

March 27, 2007

Resolution Memorialized:

May 22, 2007

WHEREAS, Michael Sassman made application to the Florence Township Zoning Board of Adjustment for preliminary and final major site plan approval with variances for Block 126.02, Lot 1; and

WHEREAS, the Florence Township Zoning Board of Adjustment met at a public hearing on March 27, 2007 to review the application pursuant to the applicable rules of the Board and the applicable ordinances of Florence Township; and

WHEREAS, notice of the application was given as required by law and the Board has jurisdiction to hear and decide the application; and

WHEREAS, for good cause shown, waivers from the application submission requirements were granted by the Board and the application was deemed complete on March 27, 2007; and

WHEREAS, the Board received the report of its engineer, Dante Guzzi, PE, revised to March 23, 2007, and the report has been reviewed and discussed as part of the public hearing upon this application; and

WHEREAS, the Board received report of its planner, Michael F. Sullivan, PP, of Clarke, Caton, Ilintz, revised to March 23, 2007, and the report has been reviewed and discussed as part of the public hearing upon this application; and

WHEREAS, the Board received report of the Township Director of Water and Sewer, dated February 23, 2007, and the report has been reviewed and discussed as part of the public hearing upon this application; and

WHEREAS, the Board received report of the Township Fire Official, dated February 20, 2007, and the report has been reviewed and discussed as part of the public hearing upon this application; and

WHEREAS, the Board received report of the Township Environmental Commission dated February 6, 2007, and the report has been reviewed and discussed as part of the public hearing upon this application; and

WHEREAS, the applicant was represented by John J. Mensching, Esquire, and sworn testimony was given by Daniel Doran, PE, PP, who was qualified as an expert by the Board; and

WHEREAS, in addition to the application and checklist, the following documents were submitted by the applicant:

1. Preliminary and Final Plan, prepared by Daniel M. Doran, dated May 7, 2006, revised to March 9, 2007;
2. Architectural Plans, prepared by Ralph L. Finelli, dated June 15, 2006, revised to February 4, 2007;
3. Stormwater Management Report, prepared by Daniel M. Doran, dated May 22, 2006; and

WHEREAS, the following variances are required:

	<u>Permitted/Required</u>	<u>Existing/Proposed</u>
Maximum lot coverage	20%	75%
Driveway setback (11 th Ave.)	50 ft.	21 ft.
Front yard setback	60 ft.	11.29 ft. & 22.05 ft.
Front yard setback, trash enclosure (11 th Ave.)	60 ft.	11 ft.

WHEREAS, the following design standard waivers are required:

	<u>Permitted/Required</u>	<u>Existing/Proposed</u>
Parking space size	10 ft. by 20 ft.	9 ft. by 18 ft.
Number of loading areas	Two	One
Size of loading areas	15 ft. by 30 ft.	12 ft. by 30 ft.

WHEREAS, it appears that the applicant has followed all procedures in making its application, and that the application, plans and all documents and material submitted therewith were reviewed by the Board Engineer, the Board Planner, the Board solicitor and Board members,

and were found to be complete and in conformity with all applicable laws and regulations; and

WHEREAS, the Board, having considered the documents submitted and the evidence presented by and on behalf of the applicant makes the following findings of fact and conclusions of law with respect to this application:

1. The applicant is the contract purchaser of the subject property, owned by the Roebling Overseas Veterans Home Association. The property is located at 100 Main Street (Hornberger Avenue) between Tenth Street and Eleventh Street, in the Roebling section of the township. The property is located partly in an NC Neighborhood Commercial District and partly in an RA Low Density Residential District and is presently occupied by a one-story building, VFW Post #8838.
2. The applicant obtained a use variance and minor subdivision approval from the Board on February 27, 2007, memorialized by Resolutions #ZB-2007-09 and #ZB-2007-10.
3. The applicant proposes to construct a 35 foot high three story building having 7,000 square feet of commercial space on the first floor and seven (7) two-story, two-bedroom residential apartments on the second and third floors.
4. John Menshing, Esq., represented that the project involves two (2) easements. One is a perpetual sanitary sewer easement, approximately 20 feet wide, that will run across Lot 1.01 (the VFW lot) from Main Street to Lot 1.02 to provide municipal public sanitary sewer service to Lot 1.02. The other is a landscape buffer and maintenance easement, approximately 15 feet wide, which will run the length of the subdivision line dividing Lots 1.01 and 1.02. The addendums to the Contract for Sale were submitted as Exhibits A-1 and A-2.
5. Daniel Doran, PE, described the proposed development. There will be access to the site from both Hornberger and Tenth Avenues. Driveways from both of these streets will access a parking lot to the rear of the building. The parking area will be asphalt and will be curbed. Fifty parking spaces are proposed, 14 of which will be designated as "residents parking only". A walkway is proposed around the entire building because of the pedestrian access to all four (4) sides of the building, said walkway to be connected to the two (2) existing walkways located on Tenth and Hornberger Avenues. The building will be serviced by existing municipal water and sewer. The applicant has received approval for both the water and sewer. A 30 foot long by 10

foot deep trash enclosure is proposed for the west side of the parking area and will be enclosed by a six foot (6') high block enclosure that will match the facade of the building. One 12 foot by 30 foot loading area is proposed. Deliveries to this building will be made by a truck similar to a UPS truck in size.

The existing drainage pattern of the site is from west to east towards Main Street where there is an existing storm sewer system. The applicant is not proposing to alter this drainage pattern. The drainage that is created by the parking area and the building will be collected at two (2) inlets in the driveway that exits onto Tenth Avenue and then into an underground retention system to be piped out to the existing storm sewer system.

The landscaping plan proposes shade trees along Tenth Avenue to supplement the existing maple trees on Hornberger Avenue. Shade trees will be placed in the islands in the parking area and along the northerly boundary line to supplement a lower hedgerow that will create the buffer area between Lots 1.01 and 1.02. An evergreen hedge will screen the parking area and a flowering hedgerow will screen the walkways along Tenth and Hornberger Avenues.

No freestanding signage is proposed and all signage will comply with the ordinance requirements.

6. The hearing was opened to the public, at which time Steve Moganski and Robert Dulo spoke in favor of the application.

7. The Board finds and concludes that the applicant has satisfied the legal criteria required for the grant of the variances and accepts the testimony of Daniel Doran, PP, in support of the variances. The Board finds and concludes that the benefits of the variances outweigh any detriments. The Board further finds and concludes that there will be no substantial detriment to the public good and no substantial impairment of the zone plan by the grant of the variances.

8. The Board finds and concludes that good cause has been shown for the grant of the design standard waivers.

9. The Board finds and concludes that the applicant has complied with the ordinance requirements for preliminary major site plan approval, subject to the variances and waivers granted herein.

10. The applicant has submitted certain documents, plans, and/or drawings and

has provided testimony at the time of the public hearing on this application and the Board has relied upon the same in making its determination. Should the applicants deviate from this Resolution or the conditions contained herein or from the submitted documents, plans, drawings and statements made, which are part of this application, the Board may proceed to rescind this approval.

NOW, THEREFORE, BE IT RESOLVED by the Florence Township Zoning Board of Adjustment in the County of Burlington and State of New Jersey that the application of Michael Sassman for preliminary major site plan approval for Block 126.02, Lot 1, is hereby **GRANTED** for the reasons set forth herein, subject to the following conditions:

1. The applicant shall contact the Zoning Board office to settle any outstanding review escrow accounts prior to the signing of the final plats and the issuance of building permits. The applicant must pay any and all required fees that are due or may become due to the Township within twenty-one (21) days notice thereof, including but not limited to settlement of any outstanding review escrow accounts.
2. The applicant shall provide proof of current tax payment to the Zoning Board clerk prior to the issuance of a building permit.
3. The applicant shall obtain any and all approvals required by other agencies having jurisdiction over this matter and compliance with all conditions of such approvals.
4. If another governmental agency grants a waiver or variance of a regulation, affecting this approval or the conditions attached to it then this Board shall have the right to review that issue as it relates to this approval and these conditions and modify or amend the same.
5. The applicant shall comply with all items set forth in the February 22, 2007 report of the Board engineer, which is incorporated by reference herein.
6. The applicant shall comply with all items set forth in the March 23, 2007 report of the Board planner including, but not limited to, the following:
 - ¶ 5-3 (4): The applicant shall work with the Board planner in the design of the streetline landscaping, which shall be approved by the Board planner.
 - ¶ 5-3 (5): Deliveries to the site shall be limited to vehicles no larger than a single unit thirty foot (30') box truck.

¶ 5-3(6): The applicant shall comply with all ordinance requirements regarding the lighting on the site. The applicant shall submit a revised lighting plan which shall be approved by the Board planner.

¶ 6-2: The detention basin shall be maintained as green area.

¶ 6-4 (4): A maintenance easement shall be provided for the buffer plantings located on the VFW side of the subdivision line.

¶ 6-5 (3): The bases of the lights shall be finished with material sympathetic to the building materials and shall not be unfinished concrete.

7. The air conditioning unit shall be relocated away from the Hornberger Avenue frontage of the property.

8. Landscaping shall be installed around the trash enclosure, to be approved by the Board planner.

9. The building signs shall be compatible and details and material shall be submitted for approval by the Board planner.

10. Trash pickup shall not take place during the time of school traffic.

11. A note shall be added to the plan to identify the entity responsible for all maintenance on the site.

12. The applicant shall submit a revised landscaping plan for the streetscape at a scale of one inch (1") equals ten feet (10').

13. There shall be two (2) easements on the VFW portion of the subdivided site: one for sanitary sewer and one for landscape buffering of the proposed parking area.

14. Pursuant to §91-150(B)(5)(d) of the Township ordinance, the variance granted by the Board in conjunction with the site plan approval shall expire and shall be treated as having been abandoned on the same date that approval of the site plan shall expire as provided by law.

15. The applicant shall provide a fair share of the affordable housing obligation of Florence Township, calculated in accordance with the Growth Share methodology adopted by the Council on Affordable Housing (COAH), as set forth in the Township of Florence Ordinances 2005-01 and 2005-02, and any amendments thereto including Ordinance 2006-25.

In a decision dated January 25, 2007, the Appellate Court invalidated some

of COAH's key third round rules which govern the size of each municipality's fair share obligation and the manner in which the obligation can be satisfied. Given the uncertainty about COAH's rules which the Appellate Court decision and the subsequent appeals and cross-appeals create, the applicant shall comply with whatever ultimately is approved by COAH. However, at this time, the Township's Growth Share Ordinance shall continue in full force and effect.

The level of affordable housing obligation required may be subject to further revision; thus, any in-lieu contributions approved by the Township Council and submitted by an applicant shall be placed in a separate affordable housing trust account and shall not be expended until COAH approves the Township's third round spending plan.

Under no circumstances shall the affordable housing obligation be less than that required by virtue of an affordable housing development fee imposition governed by *NJAC* 5:94-6 *et seq.*

16. The Florence Township adopted Growth Share Ordinance found in Section 87:35-40 of the Florence Township Code, requires a developer to arrange at its sole expense for HAS, Housing Affordability Services, the Township's approved affordable housing administering agency, to ensure full COAH compliance and to timely file such certifications, reports, and/ or monitoring forms as may be required by COAH to verify COAH compliance for each affordable unit.

17. The factual findings contained herein are incorporated by reference herein as a condition to the granting of this application as if set forth at length.

MOTION TO GRANT PRELIMINARY MAJOR SITE PLAN APPROVAL:

Moved by	:	Zekas
Seconded by	:	Taylor
In Favor	:	Groze, Angelini, Zekas, Marian, Crowell, Taylor, Glebocki
Opposed	:	None
Abstained	:	None



MOTION TO ADOPT RESOLUTION:

Moved by : Groze
Seconded by : Marian
In Favor : Angelini, Glebocki, Groze, Marian, Taylor, Zekas
Opposed : None
Abstained : None
Absent : Crowell

**FLORENCE TOWNSHIP
ZONING BOARD OF ADJUSTMENT**Dated: 5/22/07


ALEXANDER GLEBOCKI Chairman

CERTIFICATION

BE IT REMEMBERED that the within Resolution was duly adopted at a regular meeting of the Florence Township Zoning Board of Adjustment held on May 22, 2007.

Dated: 5/22/07


CANDIDA TAYLOR Secretary

EXHIBIT T

Third Round: Legacy Inclusionary Housing Documentation

Prepared by:

KAREN C. ROSE

HOUSING AFFORDABILITY SERVICE
NEW JERSEY HOUSING AND MORTGAGE FINANCE AGENCY
637 South Clinton Avenue
P.O. Box 18550
Trenton, NJ 08640-2065

**DEED-RESTRICTED AFFORDABLE HOUSING UNIT WITH
RESTRICTIONS ON RESALE AND REFINANCING**

Deed of New Construction
For State Regulated Property
With Covenants Restricting Conveyance
And Mortgage Debt

This DEED is made on this day March 8, 2010 by and between

NVR, INC. d/b/a RYAN HOMES (Grantor) and

PATRICIA PARLIMENT, AN UNMARRIED WOMAN (Grantee).

Whose address is 22 ABRAMS DRIVE FLORENCE, NJ 08518

Unofficial Document

Article 1. Consideration and Conveyance

In return for payment to the Grantor by the Grantee of ~~the sum of \$100,000.00~~, the receipt of which is hereby acknowledged by the Grantor, the Grantor hereby grants and conveys to the Grantee all of the land and improvements thereon as is more specifically described in Article 2, hereof (the Property).

Article 2. Description of Property

The Property consists of all of the land, and improvements thereon that is located in the municipality of FLORENCE TOWNSHIP, County of BURLINGTON, State of New Jersey, and described more specifically as Block No. 147.11 Lot No 48, and known by the street address:

22 ABRAMS DRIVE
FLORENCE, NJ 08518

Article 3. Grantor's Covenant

The Grantor hereby covenants and affirms that Grantor has taken no action to encumber the Property. The Grantor promises that Grantor has done no act to encumber the property. This promise is called "covenant as to grantor's act" (N.J.S.A. 46:4-6). This promise means that the Grantor has not allowed

BB 06700PG983

Description

All that certain tract or parcel of land and premises situate in the Township of Florence, County of Burlington, and the State of New Jersey, described according to a survey made by Steven F. Mervine, P.L.S., License #30743, of Haks Engineers, P.C., dated January 27, 2010, as follows:

Being known as Block 147.11, Lot 48, as shown on Plan of Lots "Final Plat, Block 147.01, Lot 1, Florence Township, Burlington County, New Jersey, Legacy at Meadowcroft," filed July 17, 2006 as Map #4333089.

For Information Purposes Only: Being Block 147.11, Lot 48, on the Tax Map of the Township of Florence, County of Burlington, State of New Jersey, and more commonly known as 22 Abrams Drive; Florence, NJ 08518.

Under and Subject to Declaration of Covenants and Restrictions for Legacy at Meadowcroft, an Active Adult, Planned Residential Community, dated October 25, 2007, recorded November 1, 2007 in Deed Book 6530, page 772; First Amendment dated May 14, 2009, recorded July 8, 2009, in Deed Book 6648, page 411.

The within instrument is subject to the New Jersey Housing and Mortgage Finance Act, N.J.S. 20:20-301 et seq., and the regulations promulgated thereunder, including the Council on Affordable Housing N.J.A.C. 5:93-1 et seq., and designated for sale or rental on an affordable income basis.

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anyone else to obtain any legal rights, which affect the property (such as by making a mortgage or allowing a judgment to be entered against the Grantor.)

Article 4. Affordable Housing Covenants

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

In accordance with N.J.A.C. 5:80-26.5, each restricted unit shall remain subject to the requirements of this subchapter, the "Control Period," until the municipality in which the unit is located elects to release the unit from such requirements. Prior to such a municipal election, a restricted unit must remain subject to the requirements of this subchapter for a period of at least 30 years; provided, however, that units located in high-poverty census tracts shall remain subject to these affordability requirements for a period of at least 10 years;

- A. The Property may be conveyed only to a household who has been approved in advance and in writing by the Housing Affordability Service of the New Jersey Housing and Mortgage Finance Agency, or other administrative agent appointed under the Regulations (hereinafter, collectively, the "Administrative Agent").
- B. **Unofficial Document**
The Property shall be sold at a price not in excess of the maximum permitted price ("Maximum Resale Price", or "MRP") as determined by the Administrative Agent.
- C. No refinancing, equity loan, secured letter of credit, or any other mortgage obligation or other debt (collectively, "Debt") secured by the Property, may be incurred except as approved in advance and in writing by the Administrative Agent. At no time shall the Administrative Agent approve any such Debt, if incurring the Debt would make the total of all such Debt exceed Ninety-Five Percent (95%) of the applicable MRP.
- D. The owner of the Property shall at all times maintain the Property as his or her principal place of residence.
- E. Except as set forth in F, below, at no time shall the owner of the Property lease or rent the Property to any person or persons, except on a short-term hardship basis as approved in advance and in writing by the Administrative Agent.
- F. If the Property is a two-family home, the owner shall lease the rental unit only to income-certified low-income households approved in writing by the Administrative Agent, shall charge rent no greater than the maximum permitted rent as determined by the Administrative Agent, and shall submit for written approval of the Administrative Agent copies of all proposed leases prior to having them signed by any proposed tenant.
- G. No improvements may be made to the Property that would affect its bedroom configuration, and in any event, no improvement made to the Property will be taken into consideration to increase

the MRP, except for improvements approved in advance and in writing by the Administrative Agent.

- H. The within conveyance is made under and subject to Declaration of Covenants, Conditions and Restrictions Implementing Affordable Housing Controls of Certain State Regulated Property for COAH Units in Legacy at Meadowcroft as contained in Deed Book 6530, page 887 recorded in the Burlington County Clerks Office.

Article 5. Remedies for Breach of Affordable Housing Covenants

A breach of the Covenants will cause irreparable harm to the Administrative Agent and to the public, in light of the public policies set forth in the New Jersey Fair Housing Act, the Uniform Housing Affordability Control rules found at N.J.A.C. 5:80-26, and the obligation for the provision of low and moderate-income housing. Accordingly, and as set forth in N.J.A.C. 5:80-26.10A(b):

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

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EXECUTION BY GRANTOR

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

Witness:

By Mary Provido
Mary Provido, Assistant Secretary

NVR, Inc., a Virginia Corporation
doing business in New Jersey as Ryan
Homes

By Brett Hetrick
Brett Hetrick, Vice President

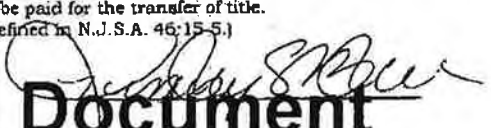
State of New Jersey, County of Camden

8:

I CERTIFY that on March 5, 2010 **Brett Hetrick, Vice President of NVR Inc., a Virginia Corporation doing business in New Jersey as Ryan Homes** personally came before me and acknowledged under oath, to my satisfaction, that this person (or if more than one, each person):

- (a) is named in and personally signed this Deed;
- (b) signed, sealed and delivered this Deed as his or her act and deed; and
- (c) made this Deed for ~~the full and actual~~ the full and actual consideration paid or to be paid for the transfer of title.
(Such consideration is defined in N.J.S.A. 46:15-5.)

Unofficial Document


Kimberly S. Brodbeck
Notary Public of New Jersey
My Commission Expires Sept. 15, 2011

DB 06700PG987

RTF-1 (Rev. 2004)
MUST SUBMIT IN DUPLICATE

STATE OF NEW JERSEY
AFFIDAVIT OF CONSIDERATION FOR USE BY SELLER
(Chapter 49, P.L. 1988, as amended through Chapter 33, P.L. 2006 (N.J.S.A. 46:15-5 et seq.))
BEFORE COMPLETING THIS AFFIDAVIT, PLEASE READ THE INSTRUCTIONS ON THE REVERSE SIDE OF THIS FORM.

STATE OF NEW JERSEY

COUNTY Burlington } SS. County Municipal Code 0315

MUNICIPALITY OF PROPERTY LOCATION Florence Township

FOR RECORDER'S USE ONLY
Consideration \$ _____
RTF paid by seller \$ _____
Date 3/8/10

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

(1) **PARTY OR LEGAL REPRESENTATIVE** (See Instructions #3 and 4 on reverse side)
Depositor Ryan Marick being duly sworn according to law upon oath, deposes and says that he/she is the Vice President, MVR, Inc. in a deed dated 3/8/10 transferring (Grantor, Legal Representative, Corporate Officer, Officer of This Company, Lending Institution, etc.) real property identified as Book number 147.11 Lot number 48 located at 22 Abrams Drive, Florence and annexed thereto.

(2) **CONSIDERATION** (See Instructions #1 and #5 on reverse side)
Property transferred is Class 4A, 4B, 4C (circle one). If property transferred is Class 4A, calculation in Section 3A below is required.

(3) **REQUIRED CALCULATION OF EQUALIZED VALUATION FOR ALL CLASS 4A COMMERCIAL PROPERTY TRANSACTIONS:** (See Instructions #5A and #7 on reverse side)
Total Assessed Valuation + Director's Ratio = Equalized Assessed Valuation

(4) **FULL EXEMPTION FROM FEE** (See Instruction #8 on reverse side)
Depositor states that this deed transaction is fully exempt from the Realty Transfer Fee imposed by C. 49, P.L. 1988, as amended through C. 00, P.L. 2004, for the following reason(s). Mere reference to exemption symbol is insufficient. Explain in detail.

(5) **PARTIAL EXEMPTION FROM FEE** (See Instruction #9 on reverse side)
NOTE: All boxes below apply to grantor only. ALL BOXES IN APPROPRIATE CATEGORY MUST BE CHECKED. Failure to do so will void this exemption. (See Instructions #10, #11, #12, #13, #14, #15, #16, #17, #18, #19, #20, #21, #22, #23, #24, #25, #26, #27, #28, #29, #30, #31, #32, #33, #34, #35, #36, #37, #38, #39, #40, #41, #42, #43, #44, #45, #46, #47, #48, #49, #50, #51, #52, #53, #54, #55, #56, #57, #58, #59, #60, #61, #62, #63, #64, #65, #66, #67, #68, #69, #70, #71, #72, #73, #74, #75, #76, #77, #78, #79, #80, #81, #82, #83, #84, #85, #86, #87, #88, #89, #90, #91, #92, #93, #94, #95, #96, #97, #98, #99, #100, #101, #102, #103, #104, #105, #106, #107, #108, #109, #110, #111, #112, #113, #114, #115, #116, #117, #118, #119, #120, #121, #122, #123, #124, #125, #126, #127, #128, #129, #130, #131, #132, #133, #134, #135, #136, #137, #138, #139, #140, #141, #142, #143, #144, #145, #146, #147, #148, #149, #150, #151, #152, #153, #154, #155, #156, #157, #158, #159, #160, #161, #162, #163, #164, #165, #166, #167, #168, #169, #170, #171, #172, #173, #174, #175, #176, #177, #178, #179, #180, #181, #182, #183, #184, #185, #186, #187, 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State of New Jersey
SELLER'S RESIDENCY CERTIFICATION/EXEMPTION
 (C.55, P.L. 2004)

GIT/REP-3
 (12-07)

(Please Print or Type)

SELLER(S) INFORMATION (See Instructions, Page 2)

Name(s)

NVR, Inc., a Virginia Corporation doing business in New Jersey as Ryan Homes

Current Resident Address:

Street: 1451 Highway 34, Suite 201

City, Town, Post Office

State

Zip Code

Farmingdale

NJ

07727

PROPERTY INFORMATION (See Property Description)

Block(s)

Lot(s)

Qualifier

147.11

48

Street Address:

22 Abrams Drive

City, Town, Post Office

State

Zip Code

Florence

NJ

08518

Seller's Percentage of Ownership

Consideration

Closing Date

100%

3/8/10

SELLER ASSURANCES (Check the Appropriate Box) (Boxes 2 through 5 apply to NON-residents)

1. ☐ I am a resident taxpayer (individual, estate, or trust) of the State of New Jersey pursuant to N.J.S.A. 54A:1-1 et seq. and will file a resident income tax return for the year of sale of this property.
2. ☐ The real property being sold or transferred is used exclusively as my principal residence within the meaning of section 121 of the federal Internal Revenue Code of 1986, 26 U.S.C. s. 121.
3. ☐ I am a mortgagee conveying the mortgaged property to a mortgagee in foreclosure or in a transfer in lieu of foreclosure with no additional consideration.
4. ☐ Seller, transferor or transferee is an agency or authority of the United States of America, an agency or authority of the State of New Jersey, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, or a private mortgage insurance company.
5. ☒ Seller is not an individual, estate or trust and as such not required to make an estimated payment pursuant to N.J.S.A. 54A:1-1 et seq.
6. ☐ The total consideration for the property is \$1,000 or less and as such, the seller is not required to make an estimated payment pursuant to N.J.S.A. 54A:1-1 et seq.
7. ☐ The gain from the sale will not be recognized for Federal income tax purposes under I.R.C. Section 721, 1031, 1033 or is a cemetery plot. (CIRCLE THE APPLICABLE SECTION). If such section does not ultimately apply to this transaction, the seller acknowledges the obligation to file a New Jersey income tax return for the year of the sale (see instructions).
- ☐ No non-like kind property received.
8. ☐ Transfer by an executor or administrator of a decedent to a devise or heir to effect distribution of the decedent's estate in accordance with the provisions of the decedent's will or the intestate laws of this state.

SELLER(S) DECLARATION

The undersigned understands that this declaration and its contents may be disclosed or provided to the New Jersey Division of Taxation and that any false statement contained herein could be punished by fine, imprisonment, or both. I furthermore declare that I have examined this declaration and, to the best of my knowledge and belief, it is true, correct and complete.

3/8/10

Date

[Signature]

Signature

(Seller) Please indicate if Power of Attorney or Attorney in Fact

Date

Signature

(Seller) Please indicate if Power of Attorney or Attorney in Fact

08067008989

RECORDING DATA PAGE

Consideration : \$71,295.00
Code : C
Transfer Fee : \$71.50
Recording Date: 04/19/2010
Document No : 4723301 bscelza

LEGACY TITLE AGENCY
185 W WHITE HORSE PIKE
BERLIN, NJ 08009

Receipt No : 879992
Document No : 4723301
Document Type : DEED
Recording Date: 04/19/2010
Login Id : bscelza

Unofficial Document

Clerk of Burlington County • 49 Rancocas Rd. • Mt. Holly, NJ 08060
609-265-5180

DB06700PG990

Record and return to:
New Jersey Housing and Mortgage Finance Agency
637 South Clinton Avenue
P.O. Box 18550
Trenton, New Jersey 08650-2085
Attention: HAS Assistant

HOUSING AFFORDABILITY SERVICE
NEW JERSEY HOUSING AND MORTGAGE FINANCE AGENCY
637 South Clinton Avenue
P.O. Box 18550
Trenton, NJ 08650-2085

MORTGAGE SECURING PAYMENT OF
RECAPTURE NOTE IN FAVOR OF THE MUNICIPALITY,
REQUIRED BY SECTION 5:80-26.5(c)

**DEED-RESTRICTED AFFORDABLE HOUSING UNIT WITH
RESTRICTIONS ON RESALE AND REFINANCING**

State of New Jersey
Department of Community Affairs
New Jersey Housing and Mortgage Finance Agency, Housing Affordability Service
FLORENCE TOWNSHIP

Affordable Housing Program

Repayment Mortgage

To Secure Payment of Amounts Due
Upon First Non-Exempt Sale
After Expiration of Control Period

THIS MORTGAGE, made on this Mar 8, 2010 by and between PARLIMENT, (the "OWNER") and FLORENCE TOWNSHIP (the "Municipality") connection with the property described herein (the "PROPERTY");

Article 1. REPAYMENT MORTGAGE NOTE

In consideration of value received, the Owner has signed a Recapture Mortgage Note (the "Note") dated Mar 8, 2010. The Owner promises to pay to the State amounts due under the Repayment Mortgage Note, and to abide by all obligations contained therein.

Article 2. MORTGAGE AS SECURITY FOR AMOUNT DUE

This Mortgage is given to the Municipality as security for the payment required to be paid upon the first non-exempt sale of the Property, as provided under the rules of the New Jersey Housing and Mortgage Finance Agency set forth in N.J.A.C. 5:80-26.1 et seq. Upon the first non-exempt sale of the Property after the date of this Note, the Owner, or the heir, successor or assignee of the Owner then selling the Property, shall pay the sum of to the Municipality. The obligation evidenced by this note shall not accrue interest.

CHARGE, RECORD & RETURN TO:
LEGACY TIME AGENCY LLC
185 W. WHITE HORSE PIKE
BERLIN, NJ 08009

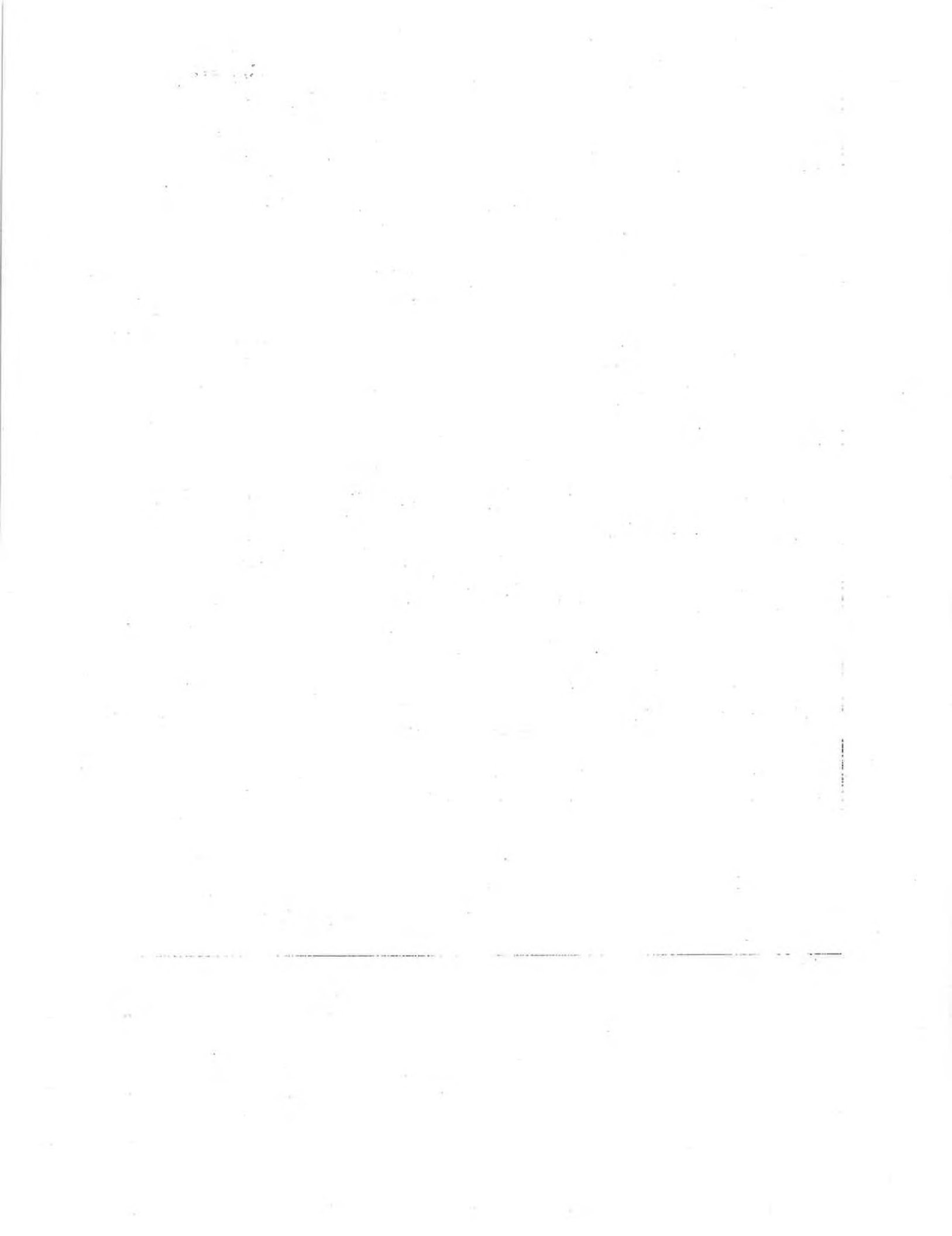
AGENT FILE NO. LT-1520

BURLINGTON COUNTY
CLERK
2010 APR 15 P 12:31

BURLINGTON COUNTY
CLERK
2010 APR 15 P 12:38
RECEIVED

BURLINGTON COUNTY
CLERK
2010 MAR 23 P 12:36
RECEIVED

BURLINGTON COUNTY
CLERK
2010 MAR 28 P 12:40
RECEIVED



HOUSING AFFORDABILITY SERVICE
NEW JERSEY HOUSING AND MORTGAGE FINANCE AGENCY
637 South Clinton Avenue
P.O. Box 18550
Trenton, NJ 08650-2085

RECAPTURE MORTGAGE NOTE IN FAVOR OF MUNICIPALITY, REQUIRED BY
SECTION 5:80-26.5(c)

**DEED-RESTRICTED AFFORDABLE HOUSING UNIT WITH
RESTRICTIONS ON RESALE AND REFINANCING**

State of New Jersey
Department of Community Affairs
Housing and Mortgage Finance Agency
FLORENCE TOWNSHIP

Recapture Mortgage Note
In Connection With Payment of Amounts Due
Upon First Non-Exempt Sale
After Expiration of Control Period

THIS NOTE is dated as of **Mar 8, 2010**. For value received **[REDACTED]**
(referred to "Owner") promises to pay to **FLORENCE, TOWNSHIP** (the "Municipality"), the amounts
specified in this Note and promises to abide by the terms contained below.

Article 1. **REPAYMENT MORTGAGE**

As security for the payment of amounts due under this Note and the performance of all promises
contained in this Note, the Owner is giving the Municipality a "Repayment Mortgage To Secure Payment
of Amounts Due Upon First Non-Exempt Sale After Expiration of Control Period" (the "MORTGAGE"),
dated **Mar 8, 2010**, of the property described below (the "PROPERTY"). The Mortgage covers
real estate owned by the Owner. The Mortgage will not be subordinate, and will not be subordinated by
the Municipality, to any mortgage, refinancing, equity loan, secured letter of credit, or any other
obligation secured by the Property, except with respect to (a) any such obligation which was duly
recorded prior to the recording hereof, and (b) any such obligation which, when added to all other such
obligations recorded against the Property, shall result in total debt secured by the Property being an
amount less than the maximum resale price (MRP) that would be applicable were the Control Period still
in effect, as those terms are defined in Article 2 of the Mortgage.

Article 2. **OWNERS PROMISE TO PAY AND OTHER TERMS**

Upon the first non-exempt sale of the Property after the date of this Note, the Owner, or the heir,
successor or assignee of the Owner then selling the Property, shall pay the sum of **\$22,222.22** to the
Municipality. The obligation evidenced by this note shall not accrue interest.

Article 3. **PROPERTY DESCRIPTION**

All of the land and improvements thereon located in the municipality of **FLORENCE TOWNSHIP** in the County of **BURLINGTON**, State of New Jersey, described more specifically as Block No. **147.11** Lot No **48**, and known by the street address:

**22 ABRAMS DRIVE
FLORENCE, NJ, 08518**

Article 4. **WAIVER OF FORMAL ACTS**

The Owner waives its right to require the Municipality to do any of the following before enforcing its rights under this Note:

1. To demand payment of amount due (known as Presentment).
2. To give notice that amounts due have not been paid (known as Notice of Dishonor).
3. To obtain an official certificate of non-payment (known as Protest).

Article 5. **RESPONSIBILITY UNDER NOTE**

All Owners signing this Note are jointly and individually obligated to pay the amounts due and to abide by the terms under this Note. The Municipality may enforce this Note against any one or more of the Owners or against all Owners together.

The Owner agrees to the terms of this Note by signing below.

ACKNOWLEDGEMENT

Owner acknowledges receipt of a true copy of the Mortgage and this Note at no charge.

Dated:

ATTEST: By:

3/8/10
[Signature]

[Signature]
Signature (Owner)

Signature (Co-Owner)

STATE OF NEW JERSEY)

COUNTY OF Camden)

SS.:

On this the 8 day of March, 2010 before me came Patricia Partiment, who acknowledges and makes proof to my satisfaction that she is the Owner named within this Note, and that she has executed said Note for the purposes set forth therein, sworn to and subscribed by her in my presence on this date.

Sworn to and subscribed before me this the 8 day of March, 2010.

[Signature]
A Notary Public/Attorney of the State of New Jersey

Kimberly S. Bradbeck
Notary Public of New Jersey
My Commission Expires Sept. 19, 2011

	Blk	Lot	CO	TCO
82 Abrams -	147.11	19	6/30/09	9/26/08
84	147.11	18	11/18/10	9/26/08
86		17	11/18/10	9/26/08
88		16	11/18/10	10/1/08
70		25	3/17/11	7/24/09
68		26	3/17/11	7/24/09
66		27	3/17/11	7/24/09
64		28	3/17/11	7/24/09
28		45	1/3/14	2/5/10
26		46	3/17/11	2/5/10
24		47	1/3/14	2/5/10
22		48	1/3/14	2/5/10
38		40	3/17/11	6/28/10
36		41	3/17/11	6/28/10
34		42	3/17/11	6/28/10
32		43	3/17/11	6/28/10
30		44	3/17/11	7/23/10



State of New Jersey
COUNCIL ON AFFORDABLE HOUSING

101 SOUTH BROAD STREET
PO Box 813

TRENTON NJ 08625-0813

(609) 292-3000

FAX: (609) 633-6056

coahmail@dca.state.nj.us

July 23, 2009

RECEIVED
7/23/09

JON S. CORZINE
Governor

JOSEPH V. DORIA, JR.
Commissioner

LUCY I. VANDENBERG
Executive Director

Tracy A Siebold
Ballard Spahr Andrews & Ingersoll, LLP
Plaza 1000
Suite 500, Main Street
Voorhees, NJ 08043 4636

Dear Ms. Siebold:

You requested that the Council on Affordable Housing make a determination whether the Legacy at Meadowcroft development in Florence Township can be considered to be in a difficult to sell area, as allowed by the Uniform Housing Affordability Controls (N.J.A.C. 5:80-26.7(a)). This determination would allow you to sell the remaining low-income units in the current phase to moderate-income buyers.

Upon review of the information you provided, we have determined that the development has been adequately advertised in order to attract a region-wide pool of applicants. However, you received an insufficient number of qualified and credit-worthy low-income applicants in order to fill your units. We are able to consider then that this project is in a difficult to sell area and allow you to offer the low-income units to qualified moderate-income buyers.

Please be aware that this waiver is only good for the current sale of these units. These units will still be considered low-income units, must be documented as such, and the next sale must be to a low-income household. This determination is only valid for the Legacy at Meadowcroft project and does not apply to other projects in this area in the future. Should you have any questions or need additional information, please feel free to call me at 609-292-3171.

Sincerely,

Heather Mahaley
Director of Plan Administration

cc: Lucy Vandenberg



EXHIBIT U

Sewer/Water Availability Letter

TOWNSHIP OF FLORENCE

March 26, 2018

Mary Beth Lonergan, PP, AICP
Clarke Caton Hintz
100 Barrack Street
Trenton, New Jersey 08608

Re: Sewer and water service availability

Dear Mary Beth:

In response to your email of March 26, 2018, I am confirming there is adequate water and sewer access and capacity to service the below listed properties that are included in the Florence Township's Fair Share Plan. Florence Township owns, operates and maintains the water and sewer service in the community.

Hornberger Site (Block 121, Lot 4.02). This site is located within Florence Township's sewer and water service area and there is sufficient capacity at this time for up to 78 family rental affordable housing units at this site. The utility infrastructure in the vicinity is sufficient to handle the potential sewer flow from the site. There is an 8" sewer main located on Hornberger Avenue, within close proximity to the site that can service the flow. In addition, there is a 12" water main on Hornberger Avenue that can provide more than adequate water service to the site.

Weiss Site (Block 160.01, Lots 4, 11.01, 11.02 and 24). This site is located within Florence Township's sewer and water service area and there is sufficient capacity at this time for up to 240 family rental housing units, a 100-room hotel and a 240-seat restaurant at this site. The municipal infrastructure in the vicinity is sufficient to handle the potential sewer flow from the site. There is an 8" sewer main that runs along the same side of Route 30 as the site. The line is more than adequate to service the flow from this property. In addition, there is a 12" inch water main that runs directly in front of the Weiss Property on Route 130. The 12" water main can provide adequate water service to the site.

Very truly yours,

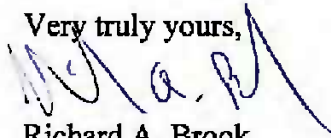

Richard A. Brook
Administrator



EXHIBIT V

Weiss Affordable Housing Agreement and
Redevelopment Plan

AGREEMENT

IN THE MATTER OF THE APPLICATION OF THE TOWNSHIP OF FLORENCE.

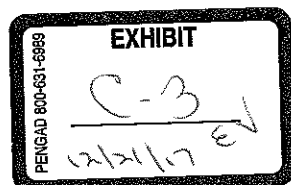
Docket No.: L-1605-15

This Agreement ("Agreement") made as of DECEMBER 6, 2017 between (i) Florence Associates, LLC, a related entity of Weiss Properties (hereinafter "Weiss"), with a business address of 41 Bayard Street, 2nd Floor, New Brunswick, NJ 08901, and (ii) the Township of Florence, a New Jersey municipal corporation with a principal address of 711 Broad Street, Florence, NJ 08518 (the "Township"). Weiss and the Township may hereinafter be referred to individually as "Party" or collectively as the "Parties."

WHEREAS (1st), Weiss is the contract purchaser of property that consists of a total of approximately sixteen (16) acres in and around the area of U.S. Route 130 and County Route 650, which properties are identified on the tax maps of the Township as Block 160.01, Lots 4, 11.01, 11.02 and 24 (the "Property");

WHEREAS (2nd), pursuant to the Mount Laurel Doctrine as expressed in Southern Burl. Co. NAACP v. Tp. of Mount Laurel, 92 N.J. 158 (1983) ("Mount Laurel II"), the New Jersey Fair Housing Act, N.J.S.A. 52:27D-301, et seq. (the "FHA") and applicable regulations promulgated by the Council on Affordable Housing ("COAH") pursuant to the FHA (the "COAH Regulations"), the Township has a constitutional obligation to provide its fair share of the region's need for affordable housing;

WHEREAS (3rd), the Mount Laurel Obligation was delineated by time periods, commonly referred to as Rounds, with the First Round addressing the period 1987-1993 and the Second Round addressing the cumulative period 1987-1999;



WHEREAS (4th), following the expiration of the Second Round, COAH, attempted to adopt regulations for the Third Round (1999-2018), but which regulations were rejected by both the New Jersey Superior Court -- Appellate Division and New Jersey Supreme Court;

WHEREAS (5th), after COAH's ultimate failure to adopt constitutional regulations for the Third Round, the Fair Share Housing Center ("FSHC") moved before the New Jersey Supreme Court requesting that the Supreme Court direct New Jersey trial courts to calculate and oversee implementation of Mount Laurel obligations for the Third Round;

WHEREAS (6th), on March 10, 2015, the New Jersey Supreme Court issued its decision In re N.J.A.C. 5:96 & N.J.A.C. 5:97, 221 N.J. 1 (2015)("Mount Laurel IV"), granting FSHC's Motion and, in relevant part, establishing a process whereby the New Jersey trial courts would assume jurisdiction over municipal compliance with the Mount Laurel Doctrine;

WHEREAS (7th), pursuant to the direction of the Mount Laurel IV decision, the Township initiated the present matter captioned IN THE MATTER OF THE APPLICATION OF THE TOWNSHIP OF FLORENCE, Docket No.: L-1605-15 in an effort to establish the Township's compliance with its Third Round Mount Laurel obligation (the "Township Compliance Action");

WHEREAS (8th), on October 16, 2015, the Court entered an order of continued immunity and repose wherein the Township was directed by the Court to diligently pursue preparation and submission of a preliminary summary of its fair share affordable housing compliance efforts ("preliminary compliance efforts");

WHEREAS (9th), by letter dated December 8, 2015, the Township's draft plan summary was submitted to the Court and to FSHC;

WHEREAS (10th), by correspondence dated February 21, 2016, in response to the Township's motion, and opposition filed by the Intervenor Defendants, the Court-appointed

special master, Elizabeth C. McKenzie, AICP, PP, recommended continued immunity for the Township;

WHEREAS (11th), on November 22, 2016, the Township entered into a Settlement Agreement with FSHC in order to establish the Township's fair share affordable housing obligations and set forth the Township's preliminary compliance efforts;

WHEREAS (12th), the Township desires to amend its preliminary compliance efforts to include the Weiss Property, thus agreeing to amend the FSHC Agreement;

WHEREAS (13th), Weiss sought and was granted intervention into the Township Compliance Action enabling Weiss to comment upon the Township's satisfaction with its Third Round Mount Laurel obligation, which obligation would be determined by the trial court;

WHEREAS (14th), in evaluating properties appropriate for inclusionary development, the Township has determined that the Property presents a suitable opportunity for an inclusionary development as a component of the Township's overarching efforts to redevelop the Property in accordance with the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq. (the "Redevelopment Law");

WHEREAS (15th), the Parties are currently negotiating the terms of a redevelopment plan for the Property, but the Parties have determined to memorialize, through this Agreement, the rights and obligations relative to the inclusionary aspect of the Property's development (the "Inclusionary Development")

WHEREAS (16th), the Township, subject to Court approval, has determined to proceed with the redevelopment of the Property, which redevelopment shall include the Inclusionary Development and, as such, will assist the Township in addressing a portion of its Third Round

Mount Laurel Obligation an integral component of the Township's Third Round Housing Element and Fair Share Compliance Plan (the "Township Compliance Plan");

WHEREAS (17th), this Agreement is contingent upon Court approval of this Agreement following a Fairness Hearing; and

NOW, THEREFORE, in consideration of the mutual covenants, promises and terms and conditions provided herein, it is agreed by and among Weiss and the Township as follows:

I. THE LAND USE CONCEPT FOR THE INCLUSIONARY DEVELOPMENT OF THE PROPERTIES AND THE PROVISION OF AFFORDABLE HOUSING OPPORTUNITIES

A. **The Parties' Intent.** The purpose and intent of this Agreement is to (a) provide the realistic opportunity for the provision of low and moderate income housing units through Weiss' anticipated construction of a residential, rental development of two hundred forty (240) units of which fifteen percent (15%) shall be reserved for occupancy by low income and moderate income households ("Affordable Units"), as very-low income, low income and moderate income households are defined by COAH regulations and the regulations of the Uniform Housing and Affordability Controls, N.J.A.C. 5:80-26.1, et seq. ("UHAC") with one exception from UHAC's requirements such that UHAC's very-low income requirement to establish rents and serve households at thirty-five percent (35%) of the regional median income for ten percent (10%) of the affordable units shall be revised to follow the statutory very-low income requirement to establish rents and serve households at thirty percent (30%) of the regional median income pursuant to N.J.S.A. 52:27D-329.1 for thirteen percent (13%) of all affordable units, and all other applicable laws. The composition of very-low, low- and moderate-income units and one-, two- and three-bedroom units shall be as set forth in the aforesaid rules and regulations as specifically provided below. Notwithstanding the incorporation of the very-low income units, the overall

affordability average for all Affordable Units within the Inclusionary Property shall be as permitted by applicable law. The affordable family rental units shall not be age-restricted.

B. The Land Use Plan. The intentions of the Parties as expressed above are intended to be implemented by the Township's: (i) adoption of a redevelopment plan for the Property (the "Proposed Redevelopment Plan"); and (ii) the eventual inclusion of the Inclusionary Project and Proposed Redevelopment Plan into the Township's Compliance Plan. After the Township's adoption of the Redevelopment Plan, the Township shall take all actions necessary to have the Planning Board amend the Township Compliance Plan to include the Property and the Inclusionary Project in the Township Compliance Plan. It is expressly recognized by the Parties that the Township Compliance Plan may not be revised until the Court's approval of the Township's preliminary compliance efforts as reflected in the Township's Settlement Agreement with FSHC in connection with the Township Compliance Action, which may also include other properties and programs in the Township. However, the introduction and adoption of the Proposed Redevelopment Plan shall not await the implementation and approval of the Township Compliance Plan, but shall be governed by the timeframes set forth at Section 4(b)(1) of this Agreement.

II. INTENDED SCOPE OF DEVELOPMENT OF THE PROPERTY AND ACCOMPANYING AFFORDABLE HOUSING OBLIGATIONS

A. The Total Project. The Proposed Redevelopment Plan shall provide for uses and standards that shall allow for the construction of residential uses in accordance with this Agreement. While the Proposed Redevelopment Plan is subject to further consideration by the Township following Court Approval of this Agreement, it is the Parties' intention to allow for the Inclusionary Development to include, but not be limited to the following development guidelines, which shall be further defined within the Redevelopment Plan: (i) a total of two hundred forty (240) units of which fifteen percent (15%) shall be reserved as Affordable Units. Weiss shall file

development applications that are substantially consistent with the Proposed Redevelopment Plan except for any variances or waivers from the Plan provisions resulting from the detailed final engineering design of the Inclusionary Project submitted in connection with said development applications. The construction of the Inclusionary Development described in this Agreement may be phased in any manner to be determined by Weiss, subject to the limitations set forth at Section II(B) of this Agreement relative to the phasing of Affordable Units.

B. Construction, Composition and Phasing of the Affordable Units

The Affordable Units within the Inclusionary Project are to be family rental units, expressly prohibiting the age-restriction of the affordable units. The Parties agree that the phasing for construction of the Affordable Units shall be in accordance with COAH's phasing schedule established by N.J.A.C. 5:93-5.6(d). The composition of very-low, low- and moderate-income units and one-, two- and three-bedroom units shall be as set forth in this Agreement per COAH and UHAC regulations and all other applicable laws in effect as of the time of execution of this Agreement, and as shown below:

36 Affordable Rental Units: Distribution by Income Level and Bedroom Count			
	Very-Low Income	Low-Income	Moderate-Income
1-bedroom	1 unit	3 units	3 units
2-bedrooms	3 units	8 units	10 units
3-bedrooms	1 unit	3 units	4 units

In assisting with the construction of the Affordable Units, Weiss shall be freely permitted to apply for and secure available state and federal subsidies and/or tax credits to defray the cost of construction of the Affordable Units, provided that Weiss does not seek 9% tax credits, as such credits are defined by the regulation of the New Jersey Housing and Mortgage Finance Agency. The Township shall extend its full and prompt endorsement and support. Weiss agrees that it shall

nonetheless be obligated to construct the Affordable Units in accordance with the phasing scheduled established by N.J.A.C. 5:93-5.6(d) even if government funding sources are not forthcoming.

III. COURT APPROVAL OF AGREEMENT.

A. Court Approval Required. The Parties acknowledge that pursuant to applicable Mount Laurel decisional law this Agreement requires Superior Court approval subsequent to the Superior Court conducting a Fairness Hearing upon adequate notice to the protected class and the general public. Within ten (10) days of execution of this Agreement by all Parties, the Parties shall jointly pursue the scheduling of a Fairness Hearing with the Superior Court, at which time the Agreement shall be submitted to the Superior Court for its review and approval. Upon the scheduling of a Hearing date, the Township shall comply with all Notice requirements imposed or directed by the Superior Court and shall fully support and endorse approval of this Agreement at the Hearing.

IV. OBLIGATIONS OF THE PARTIES TO ACCOMPLISH THE PURPOSE AND INTENT OF AGREEMENT

A. Obligations of Weiss

1. Dismissal of Answer. Weiss, within ten (10) days following the Township's adoption of the Proposed Redevelopment Plan and the running of all appeal periods with no appeal having been filed, shall execute a Stipulation of Dismissal dismissing its Answer in this Litigation.

2. Support of Township Compliance Plan. Weiss shall interact and cooperate with the Township and the Superior Court subsequent to the Superior Court's approval of this Agreement with respect to the Township's efforts to prepare and secure Superior Court approval of the Township Compliance Plan. However, Weiss' foregoing cooperation shall not

require Weiss to delay pursuing the receipt of development approvals and/or construction of any portion of the Property in accordance with this Agreement and/or the Proposed Redevelopment Plan.

3. Submission of Development Applications Consistent with Proposed Ordinance Amendments. Subject to Weiss's right to apply for any bulk variances or design waivers deemed necessary or appropriate for the development of the Property, Weiss agrees to proceed with development applications substantially consistent with the Proposed Redevelopment Plan. Specifically, Weiss shall not seek variance relief pursuant to N.J.S.A. 40:55D-70(d) of the Municipal Land Use Law ("MLUL").

4. Obligation to Provide and Maintain, As Applicable, Creditworthy Affordable Units. Notwithstanding anything herein to the contrary, Weiss shall take all necessary steps to ensure the Affordable Units provided for under the Agreement are creditworthy under COAH and UHAC regulations, with one exception from UHAC's requirements such that UHAC's very-low income requirement to establish rents and serve households at thirty-five percent (35%) of the regional median income for ten percent (10%) of the affordable units shall be revised to follow the statutory very-low income requirement to establish rents and serve households at thirty percent (30%) of the regional median income pursuant to N.J.S.A. 52:27D-329.1 for thirteen percent (13%) of all affordable units, and all other applicable laws. Specifically, Weiss agrees that all Affordable Units shall comply with COAH's Rules including, but not limited to those concerning (a) income qualification, (b) controls on affordability for a period of thirty (30) years from the initial occupancy of the affordable units and as further clarified below, (c) deed restrictions, (d) affordable rental unit integration with the market-rate units to the extent that the market-rate units are also rental units, (e) bedroom distribution, (f) very-low income requirement

per N.J.S.A. 52:27D-329.1, (g) low/moderate income split, (h) affirmative marketing and (i) handicap accessibility. It is further agreed by the Parties that in accordance with N.J.A.C. 5:80-26.11, each restricted unit shall remain subject to the requirements of the 30 year control period except, per N.J.A.C. 5:80-26.11(b), the affordability controls shall remain in effect until the date on which a rental unit shall become vacant, provided that the occupant household continues to earn a gross annual income of less than 80 percent of the applicable median income. If, at that time, a rental household's income is found to exceed 80 percent of the regional median income, the rental rate restriction shall expire at the later of either the next scheduled lease renewal or 60 days. The foregoing thirty (30) year affordability control period may be extended upon the express written consent of the Parties.

5. Obligation to Provide Administrative Agent. Weiss shall contract with an experienced administrative agent ("Administrative Agent") reasonably satisfactory to the Township for the administration of the Affordable Units and shall have the obligation to pay all costs associated with the Administrative Agent, including but not limited to all costs associated with properly deed-restricting the Affordable Units in accordance with UHAC and other applicable laws for the deed-restriction period. Weiss and its Administrative Agent shall work with the Township and the Township's administrative agent regarding any affordable housing monitoring requirements imposed by the Court, COAH, or any successor agency and shall provide such monitoring reports to the Township within 30 days of the Township's written request.

B. Obligations of the Township

1. Introduction of, and Prompt Action on, the Proposed Redevelopment Plan. Within ninety (90) days of Court approval of this Agreement, the Township agrees to introduce the Proposed Redevelopment Plan in a form agreeable to the Parties that allows for the

construction of the Inclusionary Project as a permitted use in accordance with the standards set forth at Section II(A) of this Agreement. The Township further agrees to schedule a public hearing and second reading on the Proposed Redevelopment Plan within forty-five (45) days after said introduction of the Proposed Redevelopment Plan. The Township shall request that the Planning Board, upon referral of the Proposed Redevelopment Plan from the Township, promptly review and issue its referral report on the Plan as required by N.J.S.A. 40A:12A-7(e). The public hearing on the Proposed Redevelopment Plan shall be conducted after the Township provides notice in accordance with the provisions of the MLUL and/or LRHL. If the Planning Board, pursuant to N.J.S.A. 40A:12A-7(e), suggests revisions to the Proposed Redevelopment Plan that would prevent or unduly inhibit the ability of Weiss to construct the Inclusionary Development as contemplated by this Agreement, the Township shall either reject those recommendations and/or obtain the written consent of Weiss to the implement the Planning Board's proposed recommendations. In the event that the Township proceeds with the adoption of the Proposed Redevelopment Plan, it is agreed that such rezoning of the Properties shall remain in place for a period not less than the ten (10) year compliance period, unless otherwise agreed to by the Parties and approved by the Superior Court.

2. Maintenance of Proposed Redevelopment Plan for the Inclusionary Development

The Township agrees that if a decision of a court of competent jurisdiction in Burlington County, or a determination by an administrative agency responsible for implementing the FHA, or an action by the New Jersey Legislature, would result in a calculation of an affordable housing obligation for the Township for the period 1987-2025 that would lower the Township's affordable housing obligation beyond that established by COAH for the period 1987-1999 and/or this Court

for the period 1999-2025, the Township shall nonetheless implement the Proposed Redevelopment Plan contemplated by this Agreement and take all steps necessary to support the development of the Inclusionary Development contemplated by this Agreement.

3. **Utilities Sufficient to Serve the Inclusionary Development.** The Township represents that there exists sufficient water and sewer capacity to service the Inclusionary Development.

4. **Cooperation in Development of Property.** The Township shall use its best efforts to cooperate with Weiss in the development of the Property consistent with any approval obtained by Weiss for the Property. Such cooperation shall include, but not be limited to, the prompt review and, if appropriate, approval of any and/all agreements, applications and/or permits necessary for the development of the Property which are under the jurisdiction of the Parties to this Agreement. Such applications shall include, but not be limited to, applications related to public water and sewer for the Property, the vacation and/or relocation of easements and/or paper street impacting the properties subject to this Agreement. The Township and Weiss agree to cooperate to execute any such easements in a manner which minimizes the impact upon the development potential of the Property. The Parties agree that any time periods set forth herein under which a party must perform its obligations or accomplish certain actions may be mutually extended by the parties.

5. **Waiver of Cost Generative Measures Pursuant to N.J.A.C.**
5:93-10.1, et seq. In order to permit the intended, agreed upon inclusionary development of the Property, the Township agrees to abide by the COAH regulations against cost generative measures as set forth at N.J.A.C. 5:93-10.1(b).

V. DEFAULT

A. **Violation and Default.** In the event that any Party shall fail to perform any undertaking required to be performed by it pursuant to the terms of this Agreement, unless the Party (or Parties) for whose benefit such obligation was intended waive such obligation in writing, such failure to perform shall constitute an event of default under this Agreement. Upon any such event of default, the non-defaulting Party shall have available any and all rights and remedies that may be provided in law or in equity including, but not limited to, the right to prosecute a motion in aid of litigant's rights.

VI. NOTICES

A. **Third-Party Actions.** The Parties and their respective counsel agree to immediately provide each other with notice of any lawsuits, actions, governmental proceedings or administrative proceedings, threatened or pending, which could have a material adverse impact on this Agreement or the Properties.

B. **Notice by and Among the Parties.** All notices required under this Agreement shall be in writing and shall be given by e-mail and Fedex, UPS or a similarly recognized receipted overnight delivery service. All notices shall be deemed received upon the date of delivery which is set forth in the mailing certifications or receipts used, and all times for performance based upon such notices shall be from the date set forth in such proof of delivery. The persons and entities to receive notice shall be as follows or to any successor designated by the respective recipient:

To Weiss: Weiss Properties
 41 Bayard Street, 2nd Floor
 New Brunswick, NJ 08901

Richard J. Hoff, Jr., Esquire
Bisgaier Hoff, LLC
25 Chestnut Street, Suite 3
Haddonfield, NJ 08033
rhoff@bisgaierhoff.com

To the Township: Nancy L. Erlston, RMC
Township Clerk
Township of Florence
711 Broad Street,
Florence, New Jersey 08518

Kelly A. Grant, Esquire
Capehart Scatchard
142 West State Street
Trenton, NJ 08608

VII. MISCELLANEOUS PROVISIONS

A. Captions. Captions and titles to this Agreement are inserted for the purposes of convenience and reference only, and are in no way to be construed as limiting or modifying the scope and intent of the various purposes and substantive provisions of this Agreement.

B. Cooperation. The Parties expressly agree to cooperate with each other in order to effectuate and carry out the provisions and purposes of this Agreement as well as the Mount Laurel Doctrine, the FHA, and COAH's Rules that are in effect as of the date of this Agreement.

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

D. Entire Agreement. This Agreement, including its prefatory statements, background recitals and exhibits, constitutes the entire Agreement between the Parties with respect to the resolution of the Township Compliance Action and the related subject matters hereof. No representative, agent or employee of any Party has been authorized to make any representations and/or promises that are not contained herein or to otherwise modify, amend, vary or alter the terms hereof except as stated herein. No modifications, amendments, variations or alternations shall be binding unless reduced to writing and signed by the Parties.

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

F. Preparation. The Parties acknowledge that the Parties' attorneys have jointly prepared this Agreement. Therefore, this Agreement shall be construed on a parity among the Parties and any presumption for resolving ambiguities against the drafter shall not apply.

G. Construction. This Agreement shall be construed, governed and enforced in accordance with the laws of the State of New Jersey and the Second Round rules and regulations of COAH and UHAC with the one exception for very-low income housing as reflected herein. Jurisdiction with respect to any litigation related to this Agreement by way of enforcement or post-judgment relief shall exclusively be in the Superior Court of New Jersey for Burlington County. Service of any complaint, motion or judgment enforcement proceedings may be affected consistent with the terms hereof for the delivery of notices. The Parties hereby consent to service of process in such manner and waive any other service of process. Process may be affected by written notice pursuant to the terms hereof for notices. The Parties expressly waive a trial by jury in any such litigation or proceedings.

H. Parties Bound and Assignment. The Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns. Weiss shall expressly be permitted to sell, convey and/or assign its rights to develop one or more phases or sections of the Properties to other developers and/or users who shall be entitled to rely upon and

enforce this Agreement as to the remaining Parties. Advanced written permission to sell and assign is not intended and shall not be required.

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

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

K. Defense of Agreement. The parties shall fully cooperate with each other to defend the terms and conditions of this Agreement against any legal challenges filed, at their own cost and expense.

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

Attest:

Alma Blanco

Print Name: Alma Blanco

Date: Nov. 8, 2017

FLORENCE ASSOCIATES, LLC

By: [Signature]

Managing Member

Print Name: Robert Weiss

Attest:

Nancy L. Erlston

Print Name: NANCY L. ERLSTON

Date: DECEMBER 6, 2017

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

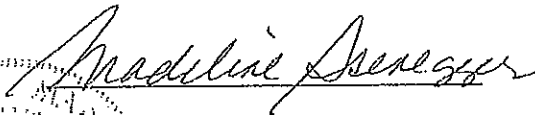
By: [Signature]

Print Name: CRAIG H. WILKIE

ACKNOWLEDGMENT
STATE OF NEW JERSEY)
) SS.:
COUNTY OF Middlesex)

I certify that on Nov. 8, 2017, Robert Weiss personally came before
me and stated to my satisfaction that he:

- (a) Signed, sealed and delivered the attached document as the managing member
of Florence Associates, LLC;
- (b) was authorized to and did execute this instrument as the managing member
of the Florence Associates, LLC; and
- (c) executed this instrument as the act of Florence Associates, LLC.



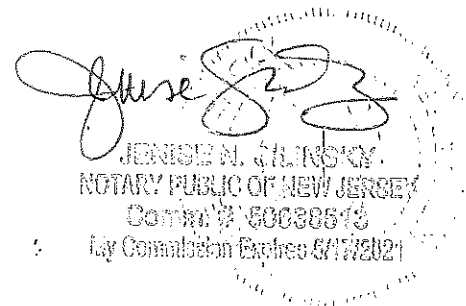
MADELINE ISENEGGER
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires May 11, 2022

NOTARY PUBLIC
ACKNOWLEDGMENT

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


I certify that on December 6, 2017, Craig H. Wilkie,
personally came before me and stated to my satisfaction that this person:

- (a) This person signed, sealed and delivered the attached document as
Mayor of the Township of Florence, a body corporate and
politic of the State of New Jersey, named in this document;
- (b) was authorized to and did execute this document as the Mayor,
the entity named in this document; and
- (c) executed this document as the act of the entity named in this document.



TOWNSHIP OF FLORENCE

To: Richard A. Brook, Administrator
Karen Federico, Land Use Clerk
Barbara Fegley, Township Planner

From: Nancy Erlston, Township Clerk 

Date: February 8, 2018

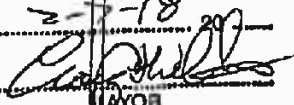
Re: Ordinance 2018-03 Redevelopment Plan

Attached please find Ordinance No. 2018-03 "An Ordinance of the Township of Florence Adopting a Redevelopment Plan for Parcels Within the Route 130 Redevelopment Area".

This ordinance was adopted by Council at their February 7, 2018 meeting and will take effect on March 3, 2018.



APPROVED

2-7-18

MAYOR

ORDINANCE NO. 2018-03

**ORDINANCE OF THE TOWNSHIP OF FLORENCE ADOPTING A
REDEVELOPMENT PLAN FOR PARCELS WITHIN THE ROUTE
130 REDEVELOPMENT AREA**

WHEREAS, on May 15, 2013, Florence Township Council adopted Resolution 2013-112 authorizing the Planning Board to conduct a Preliminary Investigation for the Determination of An Area in Need of Redevelopment for the U. S. Route 130 Corridor and Vicinity in accordance with the Local Redevelopment and Housing Law (N.J.S.A. 40A:12A-1); and

WHEREAS, on June 24, 2013 the Planning Board held a Public Hearing on the Preliminary Investigation and adopted Planning Board Resolution 2013-12, memorializing a determination that certain lands described by blocks and lots in the Resolution satisfied the statutory criteria to be designated as "An Area in Need of Redevelopment."

WHEREAS, on July 10, 2013, Florence Township Council adopted Resolution 2013-147, accepting the Planning Board's recommendation and designating certain parcels along and adjacent areas as an "Area in Need of Redevelopment" (the "Route 130 Corridor Redevelopment Area" or "Redevelopment Area")

WHEREAS, on July 11, 2013, the Township sent the Preliminary Investigation and Resolution 2013-147 to the New Jersey Department of Community Affairs (NJ DCA) for their approval of the Area in Need of Redevelopment Designation; and

WHEREAS, on August 23, 2013, the NJ DCA sent a letter to the Township, dated August 23, 2013, indicating that, "[i]n accordance with NJSA 40A:12A-6, the municipality's approval took effect upon transmittal to the Department of Community Affairs and no further action is necessary from the department to effectuate your designation;" and

WHEREAS, Block 160.01, Lots 4, 11.01, 11.02, 24 and a parcel located adjacent to Block 160.01, Lot 4 which is currently owned by the New Jersey Turnpike Authority, located on U.S. Route 130 northbound and Cedar Lane, also known as County Route 650 (the "Properties") are located in the Redevelopment Area; and

WHEREAS, prior to its inclusion in the Redevelopment Area, the Property received approvals from the Planning Board of the Township of Florence (the "Planning Board") for development of commercial and retail uses with related roadway and site improvements; and

WHEREAS, notwithstanding said approvals and consistent efforts to market it to potential tenants, the Property remains vacant; and

WHEREAS, the owner of the Property has requested the Township use its redevelopment powers to assist in making development on the Property feasible and the

Township has agreed to provide assistance to allow the Property to be developed for the benefit of the Township and the remaining parcels within the Redevelopment Area; and

WHEREAS, Environmental Resolutions, Inc., licensed professional planners employed by the Township, developed a draft redevelopment plan for the Property entitled "Redevelopment Plan - Weiss Properties - Route 130 and Cedar Lane (County Route 650) Block 160.01, Lots 4, 11.01, 11.02 And 24 - Florence Township, Burlington County, New Jersey" and dated December 3, 2017 which would permit development on the Property to construct a 100 unit+/- hotel, related restaurant pad site with outdoor seating and a residential component consisting of a 240 unit multi-family residential development with clubhouse, pool and other amenities as set forth in the Proposed Redevelopment Plan; and

WHEREAS, on December 6, 2017, the Township Council forwarded the Proposed Redevelopment Plan to the Planning Board for review pursuant to N.J.S.A. 40A:12A-7e; and

WHEREAS, on December 21, 2017, the Planning Board held a regularly scheduled meeting to review the draft redevelopment plan entitled "Redevelopment Plan - Weiss Properties - Route 130 and Cedar Lane (County Route 650) Block 160.01, Lots 4, 11.01, 11.02 And 24 - Florence Township, Burlington County, New Jersey" and dated December 3, 2017, prepared by Environmental Resolutions, Inc. and sealed by Barbara Fegley, Professional Planner (the "Redevelopment Plan"); and

WHEREAS, following a presentation by the Professional Planner and an opportunity for public comments, the Planning Board resolved that the Redevelopment Plan was consistent with the Township's Master Plan and recommending that the Redevelopment Plan be adopted by the Township Council, which conclusions were set forth in a letter from the Planning Board's attorney, dated January 6, 2018 and which will be memorialized by the Planning Board at its meeting of January 23, 2018 where it will adopt a formal resolution, a copy of which is attached to this ordinance as Exhibit A; and

WHEREAS, a copy of the Redevelopment Plan as reviewed and recommended by the Planning Board is attached hereto as Exhibit B; and

WHEREAS, the Township Council desires to approve the Redevelopment Plan in the form set forth in Exhibit B hereto, and direct that the Township's Zoning Map be amended and superseded to reflect the provision of the Redevelopment Plan;

NOW THEREFORE BE IT ORDAINED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF FLORENCE, IN THE COUNTY OF BURLINGTON, NEW JERSEY AS FOLLOWS:


Section 1. The Redevelopment Plan, as filed in the Office of the Township Clerk and attached hereto as Exhibit B is hereby approved.

Section 2. The zoning map of the Township of Florence is hereby amended to incorporate the provisions of the Redevelopment Plan and delineate the boundaries of the Property.

Section 3. The recitals of this ordinance shall be reproduced in the minutes of the meeting where this ordinance is finally adopted and shall serve as the reasoning of the Township Council for purposes of N.J.S.A. 40A:12A-7(f).

Section 4. This ordinance shall take effect as provided in law.

I, Nancy L. Erlston, Clerk of the Township of Florence, Burlington County, New Jersey, do hereby certify the foregoing to be a true and exact copy of the ordinance which was finally adopted by the Township Council at a meeting held on the 7th day of FEBRUARY, 2018.


NANCY L. ERLSTON, RMC
TOWNSHIP CLERK

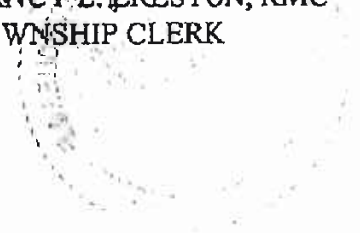


Exhibit A

Planning Board Resolution

**FLORENCE TOWNSHIP
PLANNING BOARD**

RESOLUTION NO. P.B.-2018-04

**RESOLUTION OF MEMORIALIZATION
RECOMMENDING THAT THE GOVERNING BODY ADOPT
A REDEVELOPMENT PLAN CONCERNING
BLOCK 160.01 LOTS 4, 11.01, 11.02 AND 24**

**Decided: December 21, 2017
Resolution Memorialized: January 23, 2018**

WHEREAS, on July 10, 2013, the Township Council of the Township of Florence adopted Resolution 2013-147 designating certain properties including the above referenced subject properties as an Area in Need of Redevelopment pursuant to the Local Redevelopment and Housing Law N.J.S.A. 40A: 12A-1 *et seq.*; and

WHEREAS, on December 6, 2017 the Township Council of the Township of Florence adopted Resolution 2017-231 referring to the Township Planning Board a draft Redevelopment Plan concerning a property within the previously designated Area in Need of Redevelopment known as Block 160.01 Lots 4, 11.01, 11.02 and 24 for review and recommendation pursuant to N.J.S.A. 40A: 12A-7(e);

WHEREAS, at its December 21, 2017 regular meeting, the Planning Board reviewed the draft Redevelopment Plan dated December 3, 2017, entitled "Redevelopment Plan Weiss Properties, Block 160.01 Lots 4, 11.01, 11.02 and 24, Florence Township, Burlington County, New Jersey", and prepared by the Board's Professional Planner, Barbara Fegley, PP, AICP, of the firm Environmental Resolutions, Inc.;

WHEREAS, in the course of the Board's review of the draft Plan, Ms. Fegley offered her testimony to the Board and public explaining the exhibits, analysis, general recommendations and proposed development standards set forth in the draft Plan;

WHEREAS, Ms. Fegley testified extensively concerning the relationship of the proposed Redevelopment Plan to the Master Plan, which has become dated and is presently undergoing its statutorily mandated decennial review by a subcommittee of the Planning Board, and how the proposed Plan, while not wholly consistent with the current specific zoning of the property (which permits the proposed commercial component but not the residential), does effectuate the larger intent of the Master Plan to achieve a balance between residential, commercial and industrial development in light of the past decade of development and redevelopment in Florence

WHEREAS, Ms. Fegley testified that the proposed Redevelopment Plan, which proposes an inclusionary residential rental apartment complex, is consistent with those aspects of the Township Master Plan that are intended to address the Township's affordable housing obligations under the *Mount Laurel* doctrine and New Jersey's Fair Housing Act, and that this inclusionary development is a component in the proposed settlement of the Township's pending *Mount Laurel* declaratory judgment action;

WHEREAS, after discussion by members of the Board of the subject property, the draft Plan, existing zoning of the property, as well as review of the relationship of the draft Plan to the Township Master Plan in light of Ms. Fegley's testimony, and an opportunity for public comment, the Board moved to find that although the draft Plan is not wholly consistent with the current zoning of the subject property, it is nevertheless substantially consistent with and designed to effectuate the Township's Master Plan pursuant to N.J.S.A. 40A:12A-7(d), and to recommend to the governing body that it adopt the draft Plan as the Township's Redevelopment Plan concerning the subject property pursuant to N.J.S.A. 40A:12A-7(e);

NOW THEREFORE, it is hereby **RESOLVED** by the Planning Board of the Township of Florence, County of Burlington and State of New Jersey that the attached draft Redevelopment Plan dated December 3, 2017, entitled "Redevelopment Plan Weiss Properties, Block 160.01 Lots 4, 11.01, 11.02 and 24, Florence Township, Burlington County, New Jersey", and prepared by the Board's Professional Planner, Barbara Fegley,

PP, AICP, of the firm Environmental Resolutions, Inc., is found to be substantially consistent with and designed to effectuate the Township's Master Plan, and the Board recommends to the governing body, in accord with NJSA 40A:12-7(e), that the governing body adopt said Plan as the Redevelopment Plan concerning redevelopment of the subject property.

MOTION TO FIND REDEVELOPMENT PLAN SUBSTANTIALLY CONSISTENT WITH and DESIGNED TO EFFECTUATE MASTER PLAN and RECOMMEND ADOPTION OF PLAN:

Moved by : Mr. Molimock
Seconded by : Mr. Morris
In Favor : Mr. Molimock, Mr. Morris, Mr. Montgomery, Mr. McCue,
Councilman Lovenduski, Mayor Wilkie, Chair Hamilton-Wood
Opposed : None
Recused : None
Absent : None,

MOTION TO ADOPT RESOLUTION:

Moved by : Mr. Molimock
Seconded by : Councilman Lovenduski
In Favor : Molimock, Lovenduski, McCue, Montgomery, Hamilton-Wood, Wilkie
Opposed : None
Abstained : None
Absent : Morris

FLORENCE TOWNSHIP PLANNING BOARD

Dated: 1/23/18

Patricia Hamilton-Wood
Chair

CERTIFICATION

BE IT REMEMBERED that the within written Resolution was duly adopted at a regular meeting of the Florence Township Planning Board held on January 23, 2018 and memorializes a decision taken by the Board on December 21, 2017.

Dated: 1-23-18

Karen Federico
Acting Secretary

EXHIBIT B

Proposed Redevelopment Plan

**REDEVELOPMENT PLAN
WEISS PROPERTIES
ROUTE 130 AND CEDAR LANE (COUNTY ROUTE 650)
BLOCK 160.01, LOTS 4, 11.01, 11.02 AND 24
FLORENCE TOWNSHIP
BURLINGTON COUNTY, NEW JERSEY**



**ENVIRONMENTAL
RESOLUTIONS, INC.**

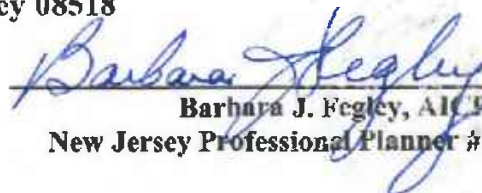
Engineers • Planners • Scientists • Surveyors

Prepared By:

**Environmental Resolutions, Inc.
815 East Gate Drive, Suite 103
Mount Laurel, New Jersey 08054
(856) 235-7170**

Prepared For:

**Florence Township
711 Broad Street
Florence, New Jersey 08518**


**Barbara J. Fegley, AICP, FP
New Jersey Professional Planner #3259**

**December 3, 2017
#85045-01**

TABLE OF CONTENTS

	<i>Page</i>
I. Introduction and Purpose of Study	1
II. Definitions	3
III. Contents of a Redevelopment Plan	4
A. Relationship to Local Objectives	4
B. Proposed Land Uses and Building Requirements	6
1. Permitted Principal Uses	6
2. Permitted Accessory Uses and Structures	6
3. Project Phasing	8
4. Zoning/Bulk Standards	8
5. General Requirements	11
6. Signs	11
7. Miscellaneous Redevelopment Plan Requirements	13
C. Provisions for Relocation	14
D. Identification of Property to be Acquired	14
E. Tax Exemption	15
F. Infrastructure	15
G. Relationship to Other Plans	15
1. Master Plan of Contiguous Communities	15
2. Burlington County Plan	15
3. State Development and Redevelopment Plan	16
4. Relationship to Municipal Land Use Law	16
IV. Affordable Housing Provisions	17

APPENDICES

Appendix A

Florence Township Council Resolution NO. 2013-112

Appendix B

Florence Township Planning Board Resolution NO. P. B. 2013-12

Appendix C

Florence Township Council Resolution NO. 2013-147

Appendix D

***NJDCA Approval of Township Determination That The Properties Are Designated As An
Area in Need of Redevelopment***

Appendix E

Florence Township Council Resolution NO. 2017-231

Appendix F

Weiss Properties Concept Plan

I. Introduction and Purpose of Study

This Redevelopment Plan is prepared for Block 160.01, Lots 4, 11.01, 11.02, 24 and a parcel located adjacent to Block 160.01, Lot 4 which is currently owned by the New Jersey Turnpike Authority, located on U.S. Route 130 northbound and Cedar Lane, also known as County Route 650 (the "Properties") in Florence Township, New Jersey. The boundaries of the Properties are shown on Figure 1. Tax Map Location, Figure 2. Zoning Location Map, and Figure 3. Aerial Photograph. The Properties contain approximately 17.33 acres in total and are situated in the HC- Highway Commercial Zoning District. Properties to the west are situated in the HC-Highway Commercial District as are properties to the east and north. The RA-Low Density Residential Zoning District is located to the south and southwest and the AGR-Agriculture Zone is situated to the southeast of the Properties. The Properties are surrounded by Wawa and farmlands to the east across County Route 650, Cedar Lane, Land O' Lakes, Inc., Harkins Plaza (containing Dunkin Donuts, Pourhouse Restaurant and Gray's Liquors as primary tenants) and Hapco Petro and Convenience Store to the north, U-Haul Moving and Storage to the west and Tall Pines residential development to the south. The Properties currently contain farmlands, Clyde Boiston Storage Sheds and a Single Family Residence.

Following is a list of Properties included in this Redevelopment Plan with Property Address, Block and Lot, Property Size, and Current Use.

WEISS PROPERTIES REDEVELOPMENT PLAN ROUTE 130 AND CEDAR LANE (COUNTY ROUTE 650)

Property Address	Block/Lot	Property Size	Current Use
US 130 and Cedar Lane	160.01/4	4.77 Acres	Property Class-Qualified Farmland
2054 US 130	160.01/11.01 and 24	Lot 11.01=8.28 Acres, Lot 24=3.61 Acres	Property Class-4A, Commercial, Clyde Boiston Storage Sheds
2056 US 130	160.01/11.02	100' X 290'	Property Class-2, Residential

Block 160.01, Lots 11.01, and 11.02 contain frontage on US Route 130 and Block 160.01, Lot 24 contains frontage on County Route 650. Block 160.01, Lot 4 is a corner lot containing frontage on both U.S. Route 130 and County Route 650.

An application was submitted to the Florence Township Planning Board in 2008 for a 107,000 square foot shopping center on Block 160.01, Lots 4, 11.01, 11.02 and 24. The shopping center included a 70,000 square foot grocery store, three smaller flanking buildings, and four pad sites: a McDonald's restaurant, a bank, a 4,000 square foot "theme" restaurant and a two-story 7,000 square foot office building. Resolution 2008-32, decided October 20, 2008 and memorialized November 17, 2008 granted certain submission waivers, found the application sufficiently complete to be heard and continued the public hearing on the application to the

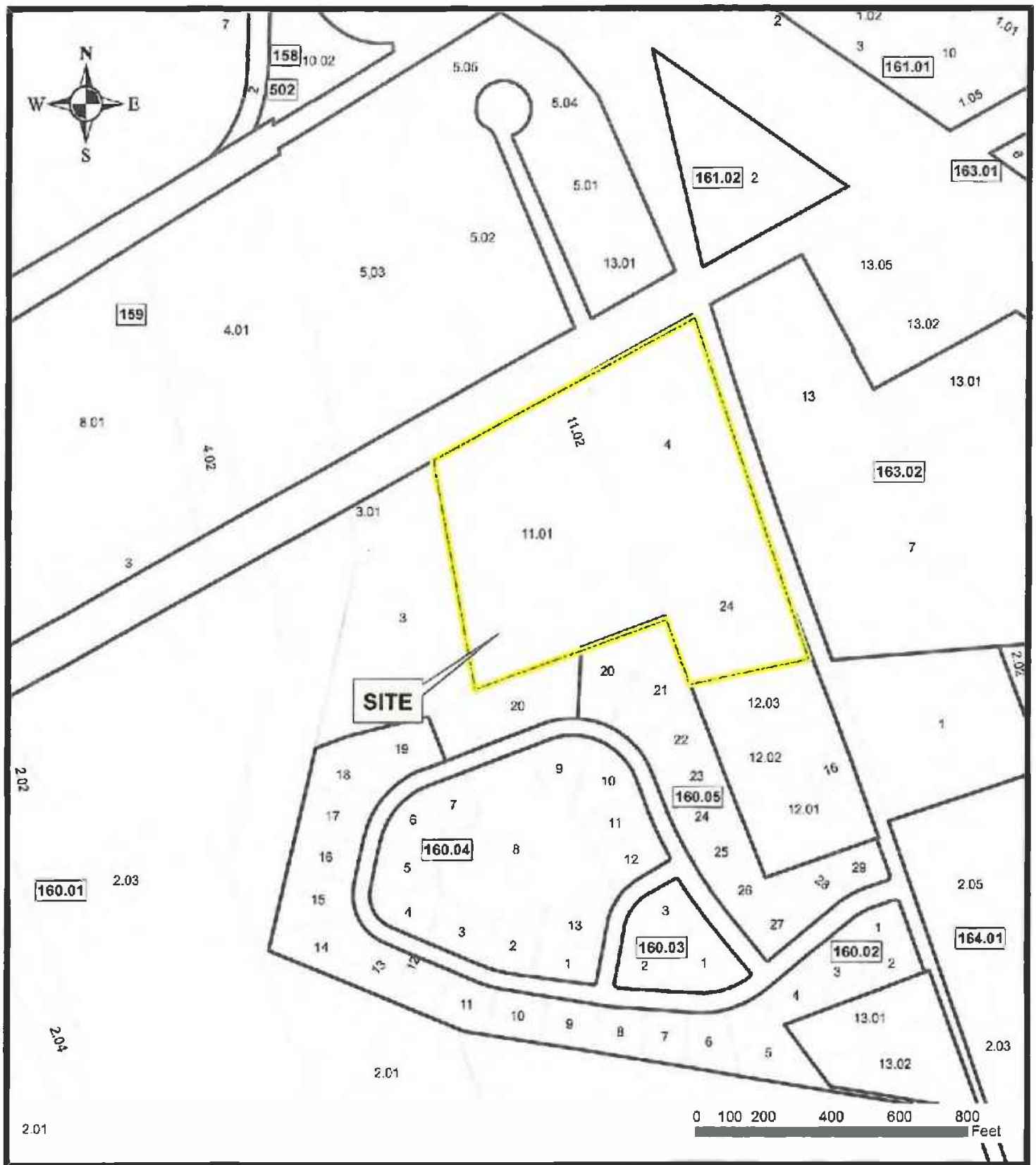


FIGURE 1. TAX MAP

WEISS PROPERTIES
ROUTE 130 AND CEDAR LANE (COUNTY ROUTE 650)
BLOCK 160.01, LOTS 4, 11.01, 11.02 AND 24
FLORENCE TOWNSHIP
BURLINGTON COUNTY, NEW JERSEY

SOURCE: NEW JERSEY 2012 ORTHOPHOTOS



Engineers • Planners • Scientists • Surveyors

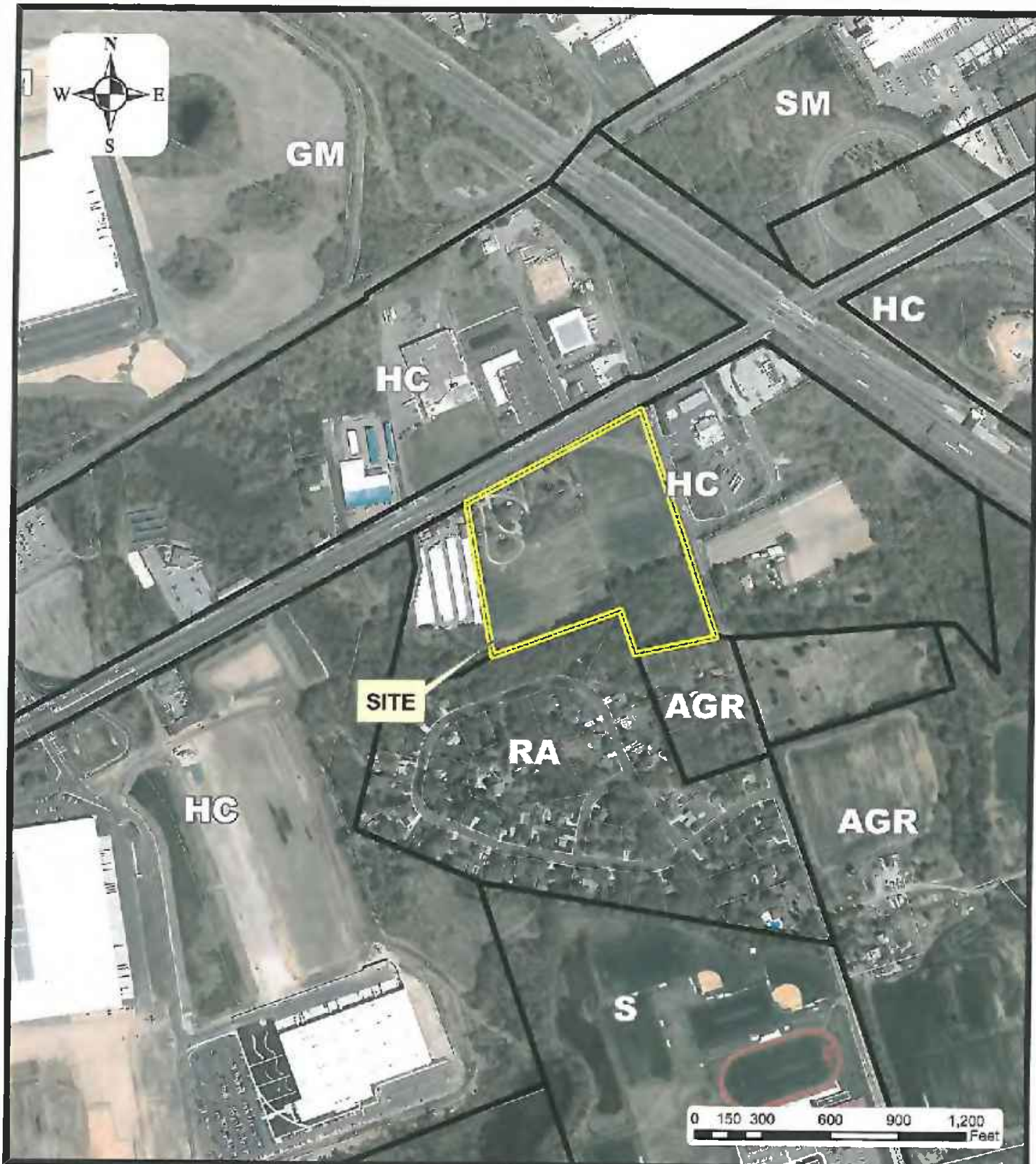


FIGURE 2. ZONING MAP

**WEISS PROPERTIES
ROUTE 130 AND CEDAR LANE (COUNTY ROUTE 650)
BLOCK 160.01, LOTS 4, 11.01, 11.02 AND 24
FLORENCE TOWNSHIP
BURLINGTON COUNTY, NEW JERSEY**

SOURCE: NEW JERSEY 2012 ORTHOPHOTOS



**ENVIRONMENTAL
RESOLUTIONS, INC.**

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FIGURE 3. AERIAL PHOTOGRAPH

**WEISS PROPERTIES
ROUTE 130 AND CEDAR LANE (COUNTY ROUTE 650)
BLOCK 160.01, LOTS 4, 11.01, 11.02 AND 24
FLORENCE TOWNSHIP
BURLINGTON COUNTY, NEW JERSEY**

SOURCE: NEW JERSEY 2012 ORTHOPHOTOS

Board's November 17, 2008 meeting. The application was re-opened on November 17, 2008 and after considerable testimony and discussion, the Board determined that additional information should be submitted and that the public hearing should be continued to December 1, 2008. This decision was decided on November 17, 2008 and was memorialized in Resolution P.B.-2008-34 on December 15, 2008. The Board continued the public hearing on the application to the December 15, 2008 meeting, however, by letter of counsel dated December 12, 2008, the applicant requested that the public hearing on the application be continued to the January 29, 2009 regular board meeting and consented to waive running of the time for decision by the Board. On January 29, 2009, Preliminary Major Site Plan approval with bulk variances and design waivers were approved. The Board's approval was memorialized on February 23, 2009 by Resolution 2009-12.

On May 15, 2013, Florence Township Council adopted Resolution NO. 2013-112 (Appendix A) authorizing the Planning Board to conduct a Preliminary Investigation for the Determination of An Area in Need of Redevelopment for the U. S. Route 130 Corridor and Vicinity in compliance with the Local Redevelopment and Housing Law (N.J.S.A. 40A:12A-1).

On June 24, 2013 the Planning Board held a Public Hearing on the Preliminary Investigation and adopted Resolution NO. P.B 2013-12 (Appendix B), designating certain lands described by blocks and lots in the Resolution, as "An Area in Need of Redevelopment."

Florence Township Council subsequently adopted Resolution NO. 2013-147 (Appendix C), on July 10, 2013, accepting the Planning Board's recommendation and designating certain parcels along and adjacent areas including the Properties as an "Area in Need of Redevelopment."

On July 11, 2013, the Township sent the Preliminary Investigation and Resolution NO. 2013-147 to the New Jersey Department of Community Affairs (NJ DCA) for their approval of the Area in Need of Redevelopment Designation. NJ DCA sent a letter to the Township dated August 23, 2013 indicating that, "In accordance with NJSA 40A:12A-6, the municipality's approval took effect upon transmittal to the Department of Community Affairs and no further action is necessary from the department to effectuate your designation." The Properties, which are the subject of this Redevelopment Plan, were included in the designated "Area in Need of Redevelopment" (Appendix D).

On December 6, 2017, Florence Township Council adopted Resolution NO. 2017-231 (Appendix E), directing the Planning Board to prepare this Redevelopment Plan for Block 160.01, Lots 4, 11.01, 11.02 and 24.

This Redevelopment Plan is prepared to guide the redevelopment of the Properties in accordance with Section 40A: 12A-7 of the Local Redevelopment and Housing Law (LRHL) that provides that, "No redevelopment project shall be undertaken or carried out except in accordance with a redevelopment plan adopted by ordinance of the municipal governing body, upon its finding that the specifically delineated project area is located in an area in need of redevelopment or in an area in need of rehabilitation, or in both," according to criteria set forth in section 5 or section 14 of P.L. 1992, c.79 (C.40: 12A-5 or 40A: 12-14), as appropriate.

This Redevelopment Plan proposes a 100+ guest room Hotel, commercial uses including but not limited to restaurant(s) with outdoor seating, and a 240 multi-family residential development with clubhouse, pool and other amenities identified in the Accessory Use section of this Redevelopment Plan. The Hotel and restaurant uses are intended to be served by a liquor license.

II. Definitions

The following definitions, which are set forth in N.J.S.A., 40A:12A-3 of the RHL, are pertinent to this Redevelopment Plan:

"Redevelopment" - means clearance, re-planning, development and redevelopment; the conservation and rehabilitation of any structure or improvement, the construction and provision for construction of residential, commercial, industrial, public or other structures and the grant or dedication of spaces as may be appropriate or necessary in the interest of the general welfare for streets, parks, playgrounds, or other public purposes, including recreational and other facilities incidental or appurtenant thereto, in accordance with a redevelopment plan.

Redevelopment area or area in need of redevelopment - means an area determined to be in need of redevelopment pursuant to sections 5 and 6 of P.L.1992, c.79 (C.40A:12A-5 and 40A:12A-6)... a redevelopment area may include lands, buildings, or improvements which of themselves are not detrimental to the public health, safety or welfare, but the inclusion of which is found necessary, with or without change in their condition, for the effective redevelopment of the area of which they are a part.

Redevelopment Plan - means a plan adopted by the governing body of a municipality for the redevelopment or rehabilitation of all or any part of a redevelopment area, or an area in need of rehabilitation, which plan shall be sufficiently complete to indicate its relationship to definite municipal objectives as to appropriate land uses, public transportation and utilities, recreational and municipal facilities, and other public improvements, and to indicate proposed land uses and building requirements in the redevelopment area or area in need of rehabilitation, or both.

Redevelopment Project - means any work or undertaking pursuant to a redevelopment plan; such undertaking may include any buildings, land, including demolition, clearance or removal of buildings from land, equipment, facilities, or other real or personal properties which are necessary, convenient, or desirable appurtenances, such as but not limited to streets, sewers, utilities, parks, site preparation, landscaping and administrative, community, health, recreational, educational, welfare facilities.

Rehabilitation - means an undertaking, by means of extensive repair, reconstruction or renovation of existing structures, with or without the introduction of new construction or the enlargement of existing structures, in any area that has been determined to be in need of rehabilitation or redevelopment, to eliminate substandard structural or housing conditions and arrest the deterioration of that area."

III. Contents of a Redevelopment Plan

A Redevelopment Plan shall include an outline for the planning, development, redevelopment, or rehabilitation of the project area sufficient to indicate the following, in accordance with 40A: 12A-7.

- A.** Its relationship to definite local objectives as to appropriate land uses, density of population, and improved traffic and transportation, public utilities, recreational and community facilities and other public improvements.
- B.** Proposed land uses and building requirements in the project area.
- C.** Adequate provision for the temporary and permanent relocation, as necessary, of residents in the project area, including an estimate of the extent to which decent, safe and sanitary dwelling units affordable to displaced residents will be available to them in the existing local housing market.
- D.** An identification of any property within the redevelopment area which is proposed to be acquired in accordance with the redevelopment plan.
- E.** Any significant relationship of the redevelopment plan to (a) the master plans of contiguous municipalities, (b) the master plan of the county in which the municipality is located, and (c) the State Development and Redevelopment Plan adopted pursuant to the "State Planning Act," P.L. 1985, c.398 (C.52:18A-196 et al).

The Redevelopment Plan shall also describe its relationship to pertinent municipal development regulations as defined in the Municipal Land Use Law," P.L. 1975, c.291 (C.40:55D-1 et seq.)

The following sections of this report address the statutory requirements of a Redevelopment Plan.

A. Relationship to Local Objectives

The most recent Reexamination Report of the Master Plan is dated August 20, 2007 (Adopted June 18, 2008). The Reexamination Report references the 1999 Master Plan Reexamination and the need for increased commercial/industrial development. The imbalance of increasing predominantly single family residential development without a corresponding increase in commercial/industrial development was identified in 2007 as a continued strain on the tax base to provide municipal and safety services, education, and recreation to residents. Innovative solutions to develop or redevelop portions of the Township that were suitable for commercial development continued to be a high policy priority.

An important objective in the Master Plan Reexamination was to restore a balance in land uses by promoting commercial development in the Township. Commercial development was to be promoted in appropriate areas of the Township through zoning and by upgrading municipal services. An increase in commercial development, including warehouse and distribution uses along the Route 130 corridor occurred in response to the opening of the Pennsylvania Extension of the New Jersey Turnpike. The Southern New Jersey Light Rail Transit System's station in the Haines Center was projected to provide new opportunities for economic development and mixed use residential and commercial uses. The Reexamination Report also recognized the ambitious and costly program undertaken by the Township to meet its constitutional fair share obligation for affordable housing.

At the time of the Master Plan Reexamination, Court Ordered Revisions to the Council on Affordable Housing's Third Round Rules were a concern because challenges and invalidation of some of the rules caused Statewide uncertainty about a municipality's obligation. Because the level of the affordable housing obligation could be subject to further revision, any in-lieu contributions approved by the Township and submitted by an applicant were placed in a separate affordable housing trust account and would not be expended until COAH approved the Township's third round spending plan.

Consistent with the New Jersey Supreme Court decision, In re Adoption of N.J.A.C. 5:96 & 5:97 by N.J. Council of Affordable Housing, 221 N.J. 1, (2015), Florence Township filed a declaratory judgment action which indicated that they complied with the Fair Housing Act (the Act) and the Council on Affordable Housing (COAH) requirements as articulated by the Mount Laurel Doctrine, sought a determination of its Third Round affordable housing obligation and ultimately, relief pursuant to a Judgment of Compliance and Repose for Third Round obligations imposed under the Act. Through mediation with the Fair Share Housing Center, the Township reached an agreement concerning its Third Round Affordable Housing (1999-2025) which was memorialized in a settlement agreement between the Township and the Fair Share Housing Center dated November 10, 2016 and an amended Settlement Agreement with the Fair Share Housing Center that was approved by Township Council Resolution 2017-220 on November 8, 2017. Pursuant to the Court's Case Management Order filed on September 14, 2017, a preliminary compliance determination and fairness hearing on the amended settlement agreement and Agreement with Florence Associates, LLC is scheduled for December 21, 2017, with a final compliance hearing anticipated to occur on May 23, 2018.

The site is located within a Redevelopment Area in the HC-Highway Commercial District. The purpose of the Highway Commercial District is to provide commercial uses along major highways which provide services to the general public and which have a service radius generally wider than the immediate neighborhood. The provisions are designed to curtail the further evolution of strip commercial patterns while permitting controlled commercial growth.

This Redevelopment Plan allows for permitted or conditionally permitted uses in the HC-Highway District such as a restaurant and hotel. The Redevelopment Plan also

permits multi-family rental units or apartments with a 15% required set-aside for low and moderate income units to assist the Township in reaching its affordable housing obligation.

A Conceptual Site Plan available at this time is included in Appendix F. The Concept Plan may change as site planning evolves and the Preliminary and Final Site Plans are developed. The development will, however, be bound by regulations contained in this document unless an amendment to the Redevelopment Plan is required.

Although the Multi-Family portion of this Redevelopment Plan does not meet the zoning requirements of the HC zoning district in which it is situated, it does meet an equal or greater need to assist in meeting the Township's affordable housing obligation and is otherwise an appropriate use for this location.

In addition, the Multi-Family portion of this Redevelopment Plan is consistent with the Township's Housing Element and Fair Share Plan and is an integral part of the amended settlement agreement that is negotiated between the Township and the Fair Share Housing Center in connection with the Township's Mount Laurel declaratory judgment action.

It is also important to note that the 2007 Master Plan Reexamination Report is close to 10 years old and that the Township has significantly benefited from the "innovative solutions to develop or redevelop portions of the Township suitable for commercial development." In the past five years, at least, there have been numerous large scale commercial/warehouse/office developments that have restored a balance to land uses, kept property tax increases low, and provided countless job opportunities. Thus, the commercial aspects of the Redevelopment Plan are consistent with the Master Plan and Zoning Ordinance.

B. Proposed Land Uses and Building Requirements

1. Permitted Principal Uses

This Redevelopment Plan permits the following uses:

- Residential Uses - Multi-Family Residential Units with a 15% Set Aside for Affordable Units
- Hotel with 100+ Guest Rooms
- Restaurant Site With or Without an Accessory Retail Component
- Stand-Alone Retail Component

2. Permitted Accessory Uses and Structures

Permitted accessory uses include the following:

- Model Unit(s) and On-Site Management and Rental/Leasing Office(s) for the Multi-Family Units.
- Clubhouse with Recreation Areas Such as a Pool, Pool House, Outdoor BBQ's with Dining Area and Fire Pit. The Clubhouse may include facilities such as a gym, meeting room, kitchenette, management office, rest rooms, and television room.
- Outdoor Recreation Areas Including Tot Lot(s), Playground(s), Walking Paths and Parks, Gazebos, Pergolas, Water Fountains and Other Landscaping Features.
- Dog Park, Pet Waste Disposal Station, Pet Fountain and Hose Station.
- Maintenance Building with the Upper Floor for the Site Superintendent's Residence.
- Accessory Shed to Maintenance Building.
- Trash Compactor/Recycling Center Facilities.
- Temporary Signage Advertising the Name of the Development Under Construction and Rental/Leasing Signage Advertising Rental Information.
- Movable "A" signs.
- Site Signage Including Directional Signage, Facade Signs, Monument Signs and Pylon Sign(s) for the Commercial Uses.
- Temporary accessory "Feather," "Flutter Flags," and "Blade Banners" are conditionally permitted. Feathers, Flutter Flags and Banner Banners are permitted to be a maximum of 8 feet in height, spaced no less than 250' apart, advertising that the development is now renting. Signs shall not interfere with the sight triangle, shall be approved by the Planning Board, and shall be maintained in good condition and shall be replaced when deteriorated as determined by the Construction Official, and shall be removed once 90% of the available units have been built and initially occupied.
- Flag Poles.
- Off-Street Parking.
- Temporary construction and marketing trailers and four signs for each of the multi-family and hotel portions of the project, not exceeding 50 square feet each, advertising the prime contractor, subcontractor(s), architect, financial institution and similar data for the period of construction, beginning with the issuance of a building permit and concluding with the issuance of the final certificate of occupancy for the property, provided that said trailer(s) and sign are on the site where the construction is taking place and that they are shown on the Site Plan and approved by the Board.
- Fences, Walls and Retaining Walls. An 8' fence is permitted on the western property line and a fence up to 10' in height is permitted around the trash compactor and recycling center.
- Patios and Decks.
- Bike Racks.
- Solar panels only to service the facilities on the site containing principal buildings in accordance with Ordinance No. 2013-14.
- Other Accessory Uses Customarily Incidental To Multi-Family Residential Units.
- Stormwater Management Facilities.

3. Project Phasing

The Project will proceed with site clearing and grading. Stormwater management basins will be constructed first. There are 10 residential buildings on the site comprised of approximately 24 to 28 units each. The redeveloper agrees that construction of the hotel structure must be started and underway before the Township issues any permits for the residential buildings 6 through 10 on the site. This condition does not apply to any other structures on the property. It is anticipated that the site will be built in construction phases for financing. The full Phasing Plan has not been finalized.

4. Zoning/Bulk Standards

This Redevelopment Plan refines and supersedes the zoning of the prevailing HC Highway Commercial zoning district and the Township of Florence zoning map shall be amended to reflect same. Bulk standards are intended to apply to the overall development so that the site functions as one consolidated lot. The Bulk Standards are not applicable to subdivisions intended or necessary for bonding or financing purposes. Such financing subdivisions will require cross easements so that the overall site functions as if it were one development. Applicable standards are as set forth below for the Commercial portions of the Redevelopment Area and the Multi-Family portions of the Redevelopment Area:

Commercial Portions of The Redevelopment Area

Standard	Permitted
Principal Structures-Commercial Area	
Minimum Lot Area	3 Acres
Minimum Lot Width along Route 130	525 feet
Minimum Lot Depth along Route 130	200 feet
Minimum Lot Frontage	525 feet
Minimum Front Yard ¹	50 feet ¹
Minimum Building Setbacks:	
Front Setback (From Curb)	6 Feet
Between Buildings	21 Feet
Maximum Building Height	Hotel-4 Stories, not to exceed 65 feet. Other Commercial, not to exceed height of Hotel.
Minimum Landscaped Area	20 feet along Route 130, 15 feet along Cedar Lane. Landscaped stormwater management facilities are permitted within the Landscaped Area.
Accessory Structures-Commercial Area	
Minimum to Front Line:	50 feet
Minimum To Side Line:	20 feet
Minimum To Rear Line:	6 feet
Minimum To Other Building:	N/A
Maximum Building Height:	Less than the height of the principal structure.
Building and Paving Coverage-Commercial Area	
Maximum Building Coverage:	65%
Maximum Impervious Coverage:	85% (Includes all structures, drives, walks and parking areas)
Parking Requirement:	A minimum of 0.90 spaces per hotel room. A minimum of 1 space per 300 square feet gross building area for retail uses. A minimum of 1 space per 3.5 seats for the restaurant. Note: Shared parking may be utilized if the consolidated lot accommodates the total parking need.
Parking Space Dimensions:	
Off-Street Spaces	9 Feet x 18 Feet Minimum
Basin Setback to Property Line	0 feet. Basins are permitted in the buffer area.
Buffer to Residential Uses	20 feet to be landscaped or existing vegetated area unless combined with travel, parking areas.

¹ Prior to any governmental taking.

Multi-Family Residential Portions of the Redevelopment Area

Standard	Permitted
Principal Structures-Multi-Family Residential Area	
Minimum Lot Area	12 Acres
Minimum Lot Width along Route 130	175 feet
Minimum Lot Depth along Route 130	200feet
Minimum Lot Frontage	175 feet
Minimum Front Yard ¹	50 feet ¹
Minimum Building Setbacks:	
Front Setback (From Curb)	10 Feet
Front to Front Setback	40 Feet
Back to Back Setback	25 Feet
Between Buildings	21 Feet
Maximum Gross Density:	20 Dwelling Units per Acre
Maximum Building Height	Multi-Family Units-3 Stories, not to exceed 60 feet. Clubhouse-1 story w/ vaulted ceiling not to exceed 60 feet.
Minimum Landscaped Buffer	25 Feet adjacent to residential district. Stormwater management facilities are permitted within the buffer area.
Accessory Structures- Multi-Family Residential Area	
Minimum to Front Line:	50 feet
Minimum To Side Line:	50 feet
Minimum To Rear Line:	50 feet
Minimum To Other Building:	21 feet
Maximum Building Height:	Less than the height of the principal structure.
Building and Paving Coverage Multi-Family Residential Area -	
Maximum Building Coverage:	40%
Maximum Impervious Coverage:	75% (Includes all structures, drives, walks and parking areas)
Parking Requirement:	A minimum of 1.84 spaces per residential unit.
Parking Space Dimensions:	
Off-Street Spaces	9 Feet x 18 Feet Minimum
Parking Setback Line	
Minimum To Residential Uses along Side Yard	25 feet
Minimum to Residential Uses along Rear Yard	25feet
Minimum To Non-Residential Uses along Side Yard	5 feet
Basin Setback to Property Line	20 feet. Stormwater management facilities are permitted within the buffer area.
Buffer to Residential Uses	25 feet to be landscaped or existing vegetated area. Stormwater management facilities are permitted within the buffer area.

¹ Prior to any governmental taking.

5. General Requirements

- a. Landscape areas from parking lots and drive aisles to adjacent US Route 130 and Cedar Lane shall be provided. The landscape area shall be maintained by new landscape material and/or berming. Perpendicular access driveways, parking, drainage structures, signs, utilities and other similar structures are permitted within the setback area.
- b. All buildings shall be compatibly designed, whether constructed all at one time or in stages over a period of time. All building walls facing any street shall be suitably finished for aesthetic purposes.
- c. All portions of the property disturbed in preparation for development that are not utilized by buildings or paved surfaces shall be landscaped, utilizing combinations such as landscaped fencing, shrubbery, lawn area, ground cover, rock formations, contours, existing foliage and planting of conifers and/or deciduous trees native to the area in order to either maintain or reestablish the tone of the vegetation in the area. The established grades on the site shall be planned for both aesthetic and drainage purposes. The grading plan, drainage facilities and landscaping shall be coordinated to prevent erosion and silting, as well as assuring that the capacity of any natural or man-made drainage system is sufficient to handle the water generated and anticipated, both from the site and contributing upstream areas.
- d. The Planning Board may, at the time of site plan and/or subdivision review, and without formal amendment to this Redevelopment Plan, approve departures from Subparagraphs 3 through 7 of this Section B, "Proposed Land Uses and Building Requirements", provided that such departures are, in the opinion of the Planning Board, properly justified and consistent with the intent of this Plan. Justification for such relief shall generally conform with the requirements for "c" variances, waivers, or design exceptions, as applicable, under Township Ordinances and the Municipal Land Use Law. In reviewing such requests, the Planning Board shall seek to further the overall intent and purpose of this Redevelopment Plan.

6. Signs

The provisions of Article XIX, Signs and §91-248 are supplemented and modified as follows:

- a. Monument Signs. 3 monument signs shall be permitted on Route 130 as follows: 1 Residential sign, 1 Commercial sign and 1 hotel sign. 1

monument sign is permitted on Cedar Lane. Monument signs shall be permitted in accordance with the following:

- (1) Site plan review. Site plan review shall be required for all monument signs.
 - (2) Double-sided monument signs shall be measured on one side, provided that the message on both sides is identical and only one side is visible at one time.
 - (3) Setback. Setback shall be a minimum of 1 foot from the existing or proposed right-of-way line of US Route 130 or Cedar Lane, whichever is greater and not within any sight triangle.
 - (4) Size. Sign copy size shall not exceed 60 square feet with a maximum height of 9 feet.
 - (5) Sign Message. The sign message shall include only property related information such as development name, property address, website and telephone number.
 - (6) Logo. The monument sign may contain one logo for each use.
 - (7) The structure on which the sign is placed shall be approved under Site Plan review.
- b. Directional Signs. Directional signs are permitted. Such directional signs are permitted to contain one logo for each use as long as the logo is a minor element of the sign and does not interfere or confuse the primary purpose of the sign which is to provide directions for on-site circulation and information.
- c. Facade/Attached Wall Signs. A maximum of 4 lighted signs attached to each of the principal facades of each building shall be permitted to identify the Building Number in the case of the residential use, or the name of the hotel or restaurant in the case of the commercial use in accordance with the following:
- (1) Size. Each sign shall be no larger than 4 square feet for residential signs and no larger than 100 square feet for commercial signs.
 - (2) Height. Such signs shall not project above the roofline or beyond the ends of the building.
 - (3) Projections. Such signs shall not project more than 12 inches from the building facade to which it is attached.
 - (4) Other than the restrictions in c (1) to (3), there are no width or other height restrictions.
 - (5) Notwithstanding the above restrictions, the permitted Hotel façade/wall signs shall be as per the Hotel branding/corporate requirements but shall not exceed 650 square feet.
- d. Illuminated Signs.
- (1) Signs permitted under this section which are illuminated shall be arranged to reflect the light and glare away from the adjoining lots,

streets and residences. No sign shall be permitted with beacons. LED Changeable text is permitted within the commercial areas. All exterior lighted signs shall be indirect, internal LED illumination.

- e. Pylon Sign. 1 Pylon sign is permitted in accordance with the following:
 - (1) Site plan review. Site plan review shall be required for the pylon sign.
 - (2) A double-sided pylon sign shall be measured on one side, provided that the message on both sides is identical and only one side is visible at one time.
 - (3) Setback. Setback shall be a minimum of 1 foot from the existing or proposed right-of-way line of US Route 130 or Cedar Lane, whichever is greater and not within any sight triangle.
 - (4) Size. Sign size shall be limited to approximately 256 square feet and 16' x 16' in dimension with a maximum height of 100 feet.
 - (5) Sign Message. The sign message shall include only property related information such as development name, property address, website and telephone number.
 - (6) Logo. The monument sign may contain one logo for each use.
 - (7) The structure on which the sign is placed shall be approved under Site Plan review.
- f) Signage shall be consistent throughout the entire residential redevelopment area. Commercial and residential signage shall be compatible.

7. Miscellaneous Redevelopment Plan Requirements

The following submission items and ordinance requirements are modified or superseded by this Redevelopment Plan as follows:

- a. **§91-49L- Location of Trees Greater than 6"**- Location of trees is not applicable to this Redevelopment Plan because the Proposed Concept Plan included in Appendix F and the setback and buffer or landscape area requirements herein depict or describe areas of development and/or retention of vegetation.
- b. **§91-74 - Sidewalks** -Sidewalks shall be provided along the site frontage of US Route 130 and Cedar Lane.
- c. **§91-90A - Landscaping** - Complete landscaping plans shall be prepared. All proposed landscaping shall be consistent with the approved Redevelopment Plan and Site Plan, except that the Landscape Plan may be signed by an licensed architect, planner, engineer or landscape architect in accordance with NJAC Title 13, Law and Public Safety, Chapter 40 State Board of Professional Engineers and Land Surveyors, section NJAC 13:40-7.3(i).

- d. **§91-87D(1) - Site Lighting** - The ordinance requires an average intensity of 0.2 footcandles, a minimum intensity of 0.5 footcandles, and a uniformity ratio of 17:1 for residential parking areas. Reasonable compliance with these standards shall be attempted. The standards may be reduced to avoid light pollution to adjacent residences. Light levels shall be residential standards as presented by the redeveloper and subject to approval by the Board Engineer. those deemed adequate by the Planning Board Engineer.
- e. **§91-114A - Automobile Parking Stall Dimensions** - All automobile parking stalls shall be a minimum of 9' wide and 18' long. Accessible stalls shall be provided in accordance with all applicable federal and state requirements.
- f. **§91-120 & §246A- Off-Street Parking** - Off-street parking shall be provided in accordance with B.4, Zoning and Bulk Standards of this Redevelopment Plan.
- g. **§91-124 - Recycling Containment Areas** - The redeveloper shall work with the Township to create a user-specific recycling program that is tailored to the nature and volume of recyclable material produced on-site and is consistent with the intent of the Township's recycling ordinance.

C. Provisions for Relocation

There is currently one single family detached dwelling on Block 160.01, Lot 11.02 that is vacant so there is no residential relocation. This single family detached dwelling is not deed-restricted for use as affordable housing and was not otherwise utilized for affordable housing in the past. Block 160.01, Lot 11.01 contains, Clyde Boiston Storage Sheds, a tenant. Prior to the start of construction, the lease would be terminated and the business relocated or terminated.

D. Identification of Property to be Acquired

The adjacent corner parcel at US Route 130 and Cedar Lane is owned by the New Jersey Turnpike Authority (NJTA) although the Tax Map does not show the parcel as a separate Block and Lot. The Township shall cooperate with redeveloper in acquiring this portion of the property for the project. This portion of the property would be required for the construction of the commercial component of the project but would not prevent the redeveloper from proceeding with the residential component of the project. No other portion of the property will be subject to governmental acquisition/condemnation.

It is understood that the project may be approved under two separate site plan approvals; one for the residential development and one for the commercial development.

E. Tax Exemption and Abatement

Upon application by redeveloper, the Township may grant redeveloper a long term tax exemption pursuant to the Long Term Tax Exemption Law, N.J.S.A. 40A:20-1 et seq., or a five year tax abatement pursuant to the Five Year Tax Abatement Law, N.J.S.A. 40A:21-1 et seq., to support the project or the Township may exercise its option not to utilize either process and the project would be fully taxed.

F. Infrastructure

The redeveloper and Township have discussed and acknowledged that there will be a need for roadway improvements and other infrastructure improvements for the project, and the Township has committed to considering amending its water and sewer connection fees for the affordable housing units that shall be constructed as part of this development. Further, the roadway improvements warrant the Township's consideration to enact legislation that allows the redeveloper to recapture some of the costs of said roadway improvements from other developers who will directly benefit from the improvements. The Township is willing to enact a recapture ordinance after the Township Solicitor verifies the municipalities' authority to do so.

G. Relationship to Other Plans

1. Master Plan of Contiguous Communities

Florence Township is surrounded by Burlington Township, Springfield Township, and Mansfield Township. The Redevelopment Area properties are not immediately adjacent to any of these neighboring municipalities so consistency with their Master Plans is not applicable.

2. Burlington County Plan

Burlington County does not have a County Master Plan. To date, the County has relied upon *The New Jersey State Development and Redevelopment Plan* and, in applicable areas, the December 1997 *Route 130/Delaware River Corridor Strategic Plan* which was completed by the County and twelve riverfront municipalities including Florence Township. Burlington County's 1997 *Route 130/Delaware River Corridor Strategic Plan* primarily focused on the Route 130 Corridor, but also contained economic development recommendations for Delaware Riverfront communities on a community wide basis. Part two of the plan contains a vision for the future of the corridor building upon the corridor's strengths and opportunities for improvement and overcoming the corridor's weaknesses and constraints.

Redevelopment of the Property will assist in meeting goals, objectives and recommendations of the County plans to develop and/or redevelop vacant sites and areas in need of redevelopment, to be developed as a viable part of the community providing commercial uses along US Route 130 and housing for newly created jobs and

opportunities for low and moderate income housing to assist in meeting the community's fair share obligation of affordable units.

3. State Development and Redevelopment Plan

The Redevelopment Area is located within the Suburban Planning Area. This Redevelopment Plan has been reviewed for its relationship to the State Strategic Plan: New Jersey's State Development and Redevelopment Plan, Draft Final Approved 11/14/11. The Plan states the following goals that are necessary to deliver the plan's Vision and Mission.

Goal 1: Targeted Economic Growth: Enhance opportunities for attraction and growth of industries of statewide and regional importance.

Goal 2: Effective Planning for Vibrant Regions: Guide and inform regional planning so that each region of the State can experience appropriate growth according to the desires and assets of that region.

Goal 3: Preservation and Enhancement of Critical State Resources: Ensure that strategies for growth include preservation of our State's critical natural, agricultural, scenic, recreation, and historic resources, recognizing the role they play in sustaining and improving the quality of life for New Jersey residents and attracting economic growth.

Goal 4: Tactical Alignment of Government: Enable effective resource allocation, coordination, cooperation and communication among those who plan a role in meeting the mission of this Plan.

This Redevelopment Plan is consistent with all four of the State's Goals as set forth in the New Jersey State Development and Redevelopment Plan. Florence Township, Burlington County, and the State have recognized the desirability of enhancing economic opportunities and effectively planning development in areas of existing development and growth where utilities and services are available. With all of the commercial, office and warehouse development the Township has experienced in the last five years, there is now a need for additional growth in residential land use, particularly multi-family units as opposed to single family units. The residential portion of the Redevelopment Area meets this need. The hotel and restaurant meet an identified need for overnight accommodations and restaurant facilities for corporate headquarters and office and warehouse uses that are now situated in the Township. In order to effectuate such development, there is a clear partnership between government (Florence Township, Burlington County and New Jersey) and the private sector. As a result, the state's critical resources identified in Goal 3 can be preserved.

4. Relationship to Municipal Land Use Law

This Redevelopment Plan is consistent with the following purposes of the Municipal Land Use Law:

- (a) To encourage municipal action to guide the appropriate use or development of all lands in this State, in a manner which will promote the public health, safety, morals, and general welfare;
- (c) To provide adequate light, air and open space;
- (d) To ensure that the development of individual municipalities does not conflict with the development and general welfare of neighboring municipalities, the county and the State as a whole;
- (e) To promote the establishment of appropriate population densities and concentrations that will contribute to the well-being of persons, neighborhoods, communities and regions and preservation of the environment;
- (f) To encourage the appropriate and efficient expenditure of public funds by the coordination of public development with land use policies;
- (g) To provide sufficient space in appropriate locations for a variety of agricultural, residential, recreational, commercial and industrial uses and open space, both public and private, according to the respective environmental requirements in order to meet the needs of all New Jersey citizens;
- (h) To encourage the location and design of transportation routes which will promote the free flow of traffic while discouraging location of such facilities and routes which result in congestion or blight;
- (i) To promote a desirable visual environment through creative development techniques and good civic design and arrangement;
- (j) To promote conservation of historic sites and districts, open space, energy resources and valuable natural resources in the State and to prevent urban sprawl and degradation of the environment through improper use of land;

The Redevelopment Plan is in compliance with the Municipal Land Use Law and the purposes of the Act as defined at C.40:55D-2.

IV. Affordable Housing Provisions

In accordance with Township Resolution 2016-259 and the November 10, 2016 Agreement between the Township and Fair Share Housing Center (FSHC), subsequent Amended Township Agreement with FSHC (pursuant to Resolution 2017-220) and a Township Settlement Agreement with the owner of the Weiss Properties (memorialized by Resolution 2017-221) in effect, the owner/redeveloper of the Multi-family residential development shall provide affordable housing opportunities for very-low, low and

moderate income households. At least 15% of the overall number of units, which is 36 units, will be designated as affordable family rental units in compliance with the Council on Affordable Housing (“COAH”) rules at NJAC 5:93, Uniform Housing Affordability Controls (“UHAC”) at NJAC 5:80-26.1 et seq., with one exception regarding the provision of very-low income housing as stated below, and Burlington County Superior Court Orders, as applicable. Pursuant to NJSA 52:27D-329.1, at least 13% of the 36 affordable units (which is five (5) very-low income units) will be designated as very low income family rentals rented at and a serving households at 30% of COAH’s regional median income. Regardless of the incorporation of the very low income family rentals, however, the overall affordability average for affordable units will not exceed 52% of COAH’s regional median income. The affordable units shall be subject to affordability controls and shall be affirmatively marketed, phased, deed restricted, etc., as discussed in more detail below. The breakdown of unit types per number of bedrooms will be compliant with the following mixture of bedrooms:

36 Affordable Rental Units: Distribution By Income Level and Bedroom Count			
	Very-Low Income	Low-Income	Moderate-Income
1-Bedroom	1 unit	2 units	3 units
2-Bedrooms	3 units	8 units	10 units
3-Bedrooms	1 unit	4 units	4 units

Very-low, low and moderate income units shall be designed with the same façade, finishes and materials as those specified for all other units in the development. Very-low, low and moderate income units shall be dispersed throughout the project. Construction/phasing schedule, rents, income eligibility, control period, affirmative marketing plan of very-low, low and moderate income units and all other applicable regulations concerning the affordable units shall be compliant with the Township’s Affordable Housing Fair Share Ordinance, UHAC, and the FSHC and Weiss Court-approved Settlement Agreement(s). The redeveloper of the residential inclusionary development on the property shall retain an experienced affordable housing administrative agent and shall be responsible for the long-term costs of such affordable housing administration.

The affordable housing fees set forth in Township Ordinance Sections 87-28 and 87-29 shall not apply to the residential portion of the project as this is an inclusionary development. In addition, to the extent the Township’s prior “growth share” ordinance remains a part of the Township Code; this ordinance shall not apply to the project.

Appendix A

Florence Township Council Resolution NO. 2013-112

RESOLUTION NO. 2013-112

RESOLUTION OF THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF FLORENCE DIRECTING THE PLANNING BOARD OF THE TOWNSHIP OF FLORENCE TO UNDERTAKE A PRELIMINARY INVESTIGATION OF CERTAIN PARCELS LOCATED IN THE PROXIMITY OF ROUTE 130 WITHIN THE TOWNSHIP TO DETERMINE WHETHER SUCH PARCELS SATISFY THE CRITERIA AS AN "AREA IN NEED OF REDEVELOPMENT" AS SET FORTH IN THE LOCAL REDEVELOPMENT AND HOUSING LAW PURSUANT TO N.J.S.A. 40A:12A-6

WHEREAS, the Local Redevelopment and Housing Law, *N.J.S.A. 40A:12A-1, et seq.* (the "Act"), authorizes municipalities to determine whether certain parcels of land in the municipality constitute areas in need of redevelopment in accordance with the Act, including Sections 3 and 5 thereof; and

WHEREAS, on October 21, 2009, following an investigation by the Planning Board of the Township of Florence (the "Planning Board"), the Township Council of the Township of Florence, in the County of Burlington, New Jersey (the "Township") adopted a resolution declaring designated blocks and lots fronting Route 130 within the Township as an "Area in Need of Redevelopment" (the "Route 130 Corridor Redevelopment Area" or "Redevelopment Area"); and

WHEREAS, the Township has determined that the designation of the Redevelopment Area has fostered the investment of private capital and the construction of projects that will benefit the Township, its residents and property owners; and

WHEREAS, despite the establishment of the Redevelopment Area, the Township believes that other parcels located within proximity of Route 130 remain underutilized and would benefit from being included within a redevelopment area; and

WHEREAS, the general boundary of the area which merit evaluation to see if such area, and the parcels therein, would qualify as an "Area in Need of Redevelopment" under the Act includes those properties fronting on U. S. Route 130 between the Florence/Burlington Township line to the west and to the Florence/Mansfield Township line to the east and further including adjacent properties within the Route 130 corridor that are situated within the Highway Commercial, Neighborhood Commercial, Office Park, or General or Special Manufacturing Zoning Districts which encompass properties north of the Route 130 corridor such as the Haines Center property on the western side of the Township and properties on the eastern side of the Pennsylvania Extension of the New Jersey Turnpike in the General Manufacturing and Special Manufacturing Districts and parcels on the eastern side of Florence Columbus Road in the Office Park District but generally excluding (i) parcels owned by the New Jersey Turnpike Authority, New Jersey Department of Transportation, New Jersey Transit, Conrail Railroad, Verizon, Florence Township Fire District #1, Florence Township and land dedicated to a Home Owner's Association and (ii) parcels already in the Redevelopment Area; and

WHEREAS, on March 6, 2013, the Township adopted Resolution 2013-64 to delineate the parcels to be included in the study area and on April 3, 2013 adopted Resolution 2013-81 (together with 2013-64, the "Prior Resolutions") to amend the study area and the Township desires to repeal the Prior Resolutions and replace the resolutions with this resolution to clarify which parcels are included in the study area to be evaluated to see if such area, and the parcels therein, would qualify as an "Area in Need of Redevelopment" under the Act; and

WHEREAS, the Township desires to direct the Planning Board to perform a preliminary investigation of the parcels set forth in Section 1 to determine whether such parcels would qualify as an "Area in Need of Redevelopment" under the Act; and

NOW THEREFORE, BE IT RESOLVED by the Mayor and Council of the Township of Florence as follows:

1. **PRELIMINARY INVESTIGATION OF STUDY AREA.** The Planning Board is hereby authorized and directed to conduct an investigation pursuant to *N.J.S.A. 40A:12A-6* to determine whether all or a portion of the parcels set forth in Exhibit A (together, the "Study Area") satisfies the criteria set forth in the Act, including *N.J.S.A. 40A:12A-5* and *N.J.S.A. 40A:12A-3*, to be designated as an area in need of redevelopment:

2. **MAP TO BE PREPARED.** As part of its investigation, the Planning Board shall prepare a map showing the boundaries of the proposed redevelopment areas and the location of the various parcels contained therein.

3. **PUBLIC HEARING REQUIRED.** (a) The Planning Board shall conduct a public hearing, after giving due notice of the proposed boundaries of the Study Area and the date of the hearing to any persons who are interested in or would be affected by a determination that all or a portion of the Study Area is a redevelopment area.

(b) At the hearing, the Planning Board shall hear from all persons who are interested in or would be affected by a determination that all or a portion of the Study Area is a redevelopment area. All objections to a determination that all or a portion of the Study Area is an area in need of redevelopment and evidence in support of those objections shall be received and considered by the Planning Board and made part of the public record.

4. **PLANNING BOARD TO MAKE RECOMMENDATIONS.** After conducting its investigation, preparing a map of the proposed redevelopment area, and conducting a public hearing at which all objections to the designation are received and considered, the Planning Board shall make a recommendation to the Township as to whether the Township should designate all or part of the Study Area as an area in need of redevelopment.

5. **REPEAL OF PRIOR RESOLUTIONS AND VALIDATION OF ACTIONS TAKEN THEREUNDER.** Resolution 2013-64, adopted on March 6, 2013, and Resolution 2013-81, adopted April 3, 2013 are hereby repealed. Any actions taken by the Township's professionals and consultants under the authority of these resolutions are hereby ratified and confirmed and the authority to continue such actions under this resolution is hereby affirmed.

6. **SEVERABILITY.** If any part of this Resolution shall be deemed invalid, such parts shall be severed and the invalidity thereby shall not affect the remaining parts of this Resolution.

7. **AVAILABILITY OF THE RESOLUTION.** A copy of this Resolution shall be available for public inspection at the offices of the Township Clerk.

8. **EFFECTIVE DATE.** This Resolution shall take effect immediately.

I certify the above to be a true copy of
the Resolution adopted at a public meeting
held on the 15th day of May, 2013.

Joy M. Weiler, RMC/MMC
Township Clerk

EXHIBIT A

Parcels Within Study Area

AREA OF INVESTIGATION MAY 9, 2013

Block	Lots
99.01	20, 21, 23
109	1, 7.01, 7.02, 8, 9, 11
111	2
112	5.01, 5.02, 6, 7
113	2.03
147.01	3.01, 3.02, 3.03, 3.04, 3.11, 4.01, 4.02, 4.03, 5.01, 5.02, 6.01, 6.02, 15.01, 15.02, 18
148.02	6.02
148.06	6.01, 6.03
155.47	12.01, 12.02, 16
155.51	1
158	1.01, 1.02, 2, 3.01, 3.02, 4, 5.01, 5.02, 7, 8
159	2.02, 5.01, 5.02, 5.03, 5.04, 5.05, 5.06, 8.01, 8.02, 11, 13.01
159.01	1.01, 1.02, 1.03, 2.01
159.02	6.01, 9, 10
161.01	2
162	1.01, 1.02, 2, 3, 4.02, 5,
163.01	2, 3.01, 3.02, 3.03, 3.05, 3.06, 3.07, 9, 15.02, 15.03, 16, 18, 20
163.02	7, 8, 13, 13.01, 13.02, 13.05
165.01	1, 2.01, 2.05, 2.06, 2.11, 3, 17, 19
166	2, 9.01, 9.02, 11.01, 11.02
166.13	1
165.07	16, 17
165.04	63, 64

Description of Project Area

The General Boundary for the 2013 Preliminary Investigation includes properties fronting on Northbound U. S. Route 130 between the Florence/Burlington Township line to the west to the Florence/Mansfield Township line to the east. On Southbound U. S. Route 130, the boundary includes properties between the Florence/Burlington Township line on the west to Fifth Street on the east. Adjacent properties within the Route 130 corridor that are situated within the Highway Commercial, Neighborhood Commercial, Office Park, or General or Special Manufacturing Zoning Districts are also included. These adjacent areas encompass properties north of the Route 130 corridor such as the Haines Center property on the western side of the Township and properties on the eastern side of the Pennsylvania Extension of the New Jersey

Turnpike in the General Manufacturing and Special Manufacturing Districts. Parcels on the eastern side of Florence Columbus Road in the Office Park District are also included in the study area.

Parcels Specifically Excluded:

Parcels owned by the New Jersey Turnpike Authority, New Jersey Department of Transportation, New Jersey Transit, Conrail Railroad, Verizon, Florence Township Fire District #1, Florence Township, and land dedicated to a Home Owner's Association are specifically excluded from the Preliminary Investigation study area. Parcels already in the Route 130 Redevelopment Area are also excluded from the 2013 Preliminary Investigation.

Appendix B

Florence Township Planning Board Resolution NO. P. B. 2013-12

EXHIBIT A

Planning Board Resolution

FLORENCE TOWNSHIP PLANNING BOARD

RESOLUTION NO. P.B.-2013-12

**RESOLUTION OF MEMORIALIZATION
ADOPTING PRELIMINARY INVESTIGATION REPORT
RECOMMENDING BOUNDARIES OF PROPOSED
ROUTE 130 CORRIDOR REDEVELOPMENT AREA
AND RECOMMENDING THAT THE GOVERNING BODY
DECLARE DESIGNATED PARCELS AS
"IN NEED OF REDEVELOPMENT"
PURSUANT TO N.J.S.A. 40A:12A-1 et seq.**

Decided: June 24, 2013
Resolution Memorialized: June 24, 2013

WHEREAS, on May 15, 2013 the Township Council of the Township of Florence adopted Resolution 2013-112 directing the Township Planning Board to undertake a preliminary investigation to make certain findings regarding the establishment (on lands within the Township along the US Route 130 Corridor as specified in Exhibit A of the Council Resolution and attached hereto also as Exhibit A) of a Redevelopment Area pursuant to the Local Redevelopment and Housing Law NJSA 40A:12A-1 *et seq.*;

WHEREAS, the Township and Planning Board directed their expert planning consultant, Barbara Fegley, AICP, PP, of Environmental Resolutions, Inc., to prepare a Preliminary Investigation Report analyzing the individual properties within the study area, and the area as a whole pursuant to the criteria set forth in NJSA 40A:12-5;

WHEREAS, at the Planning Board's regular meeting on June 24, 2013, the Board opened a public hearing, duly noticed in accord with NJSA 40A:12-6(b), at which the Board reviewed the a draft report entitled "Preliminary Investigation for Determination of an Area In Need of Redevelopment, US Route 130 Corridor, Florence Township Burlington County, New Jersey" dated June 24, 2013 and prepared by Barbara Fegley, AICP, PP, of Environmental Resolutions, Inc.;

WHEREAS, in the course of the public hearing, Ms. Fegley offered her testimony to the Board and assembled public explaining the exhibits and analysis set forth in the draft report, and the Board heard also the comments of the public;

WHEREAS, after further discussion by members of the Board of the exhibits, and the analysis and recommendations set forth in its planning consultant's report, and of the subject properties, the Board moved to adopt said report as its own analysis and recommendation to the governing body; and

NOW THEREFORE, it is hereby **RESOLVED** by the Planning Board of the Township of Florence, County of Burlington and State of New Jersey that the attached report entitled "Preliminary Investigation for Determination of an Area In Need of Redevelopment, US Route 130 Corridor, Florence Township Burlington County, New Jersey" dated June 24, 2013 and prepared by Barbara Fegley, AICP, PP, of Environmental Resolutions, Inc., is adopted as the recommendation of the Board to the governing body, in accord with NJSA 40A:12-6(b)(5), that the areas delineated therein as such are in need of redevelopment.

MOTION:

Moved by	:	Mayor Wilkie
Seconded by	:	Mr. Federico
In Favor	:	Mr. Federico, Mr. Lutz, Councilman Lovenduski, Mr. Molimock, Mr. Morris, Mayor Wilkie, Mr. Montgomery
Opposed	:	None
Abstained	:	None
Absent	:	Ms. Hamilton-Wood

MOTION TO ADOPT RESOLUTION:

Moved by	:	Mayor Wilkie
Seconded by	:	Mr. Montgomery
In Favor	:	Mr. Federico, Mr. Lutz, Councilman Lovenduski, Mr. Molimock, Mr. Morris, Mayor Wilkie, Mr. Montgomery
Opposed	:	None
Abstained	:	None

FLORENCE TOWNSHIP PLANNING BOARD

Dated: 7/5/13

Mildred Hamilton-Wood

Chairman

CERTIFICATION

BE IT REMEMBERED that the within written Resolution was duly adopted at a regular meeting of the Florence Township Planning Board held on June 24, 2013 and memorializes a decision taken by the Board on June 24, 2013.

Dated: 7/1/13

Wayne Morris

Secretary

EXHIBIT B
PARCELS DESIGNATED AS AREA IN NEED OF REDEVELOPMENT

BLOCK	LOT
99.01	20, 21
109	1, 7.01, 7.02, 8, 9, 11
111	2
112	5.01, 5.02, 6, 7
113	2.03
147.01	3.01, 3.02, 3.03, 3.04, 3.11, 4.01, 4.02, 4.03, 5.01, 5.02, 6.01, 6.02, 15.01, 15.02, 18
148.02	6.02
148.06	6.01, 6.03
155.47	12.01, 12.02, 16
155.51	1
158	1.02, 4, 5.01, 5.02, 7, 8
159	2.02, 5.01, 5.03, 5.04, 5.05, 8.01, 8.02, 11, 13.01
159.01	1.01, 1.02, 1.03, 2.01
159.02	6.01, 9, 10
161.01	2
162	1.01, 1.02, 2, 3, 4.02, 5
163.01	2, 3.01, 3.02, 3.03, 3.05, 3.06, 3.07, 9, 15.02, 15.03, 16, 18, 20
163.02	7, 8, 13.01, 13.02, 13.05
165.01	2.01, 2.05, 2.06, 2.11, 3, 17, 19
165.04	63, 64
165.07	17
166	9.01, 9.02, 11.01, 11.02

Description of Project Area

The General Boundary for the 2013 Preliminary Investigation includes properties fronting on U. S. Route 130 between the Florence/Burlington Township line to the west and to the Florence/Mansfield Township line to the east. Adjacent properties within the Route 130 corridor that are situated within the Highway Commercial, Neighborhood Commercial, Office Park, or General or Special Manufacturing Zoning Districts are also included. These adjacent areas encompass properties north of the Route 130 corridor such as the Haines Center property on the western side of the Township and properties on the eastern side of the Pennsylvania Extension of the New Jersey Turnpike in the General Manufacturing and Special Manufacturing Districts. Parcels on the eastern side of Florence Columbus Road in the Office Park District are also included in the study area.

Parcels Specifically Excluded

Parcels owned by the New Jersey Turnpike Authority, New Jersey Department of Transportation, New Jersey Transit, Conrail Railroad, Verizon, Florence Township Fire District #1, or Florence Township are specifically excluded from the Preliminary Investigation study area. The specific properties under investigation are identified in Section I of this investigation.

Appendix C

Florence Township Council Resolution NO. 2013-147

RESOLUTION NO. 2013-147

RESOLUTION OF THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF FLORENCE DESIGNATING CERTAIN PARCELS LOCATED IN THE PROXIMITY OF ROUTE 130 WITHIN THE TOWNSHIP AS AN "AREA IN NEED OF REDEVELOPMENT" PURSUANT TO THE LOCAL REDEVELOPMENT AND HOUSING LAW (at N.J.S.A. 40A:12A-6)

WHEREAS, the Local Redevelopment and Housing Law, *N.J.S.A. 40A:12A-1, et seq.* (the "Act"), authorizes municipalities to determine whether certain parcels of land in the municipality constitute areas in need of redevelopment in accordance with the Act, including Sections 3 and 5 thereof; and

WHEREAS, on October 21, 2009, following an investigation by the Planning Board of the Township of Florence (the "Planning Board"), the Township Council (the "Township Council") of the Township of Florence, in the County of Burlington, New Jersey (the "Township") adopted a resolution declaring designated blocks and lots fronting Route 130 within the Township as an "Area In Need of Redevelopment" (the "Route 130 Corridor Redevelopment Area" or "2009 Redevelopment Area"); and

WHEREAS, the Township has determined that the designation of the 2009 Redevelopment Area has fostered the investment of private capital and the construction of projects that will benefit the Township, its residents and property owners; and

WHEREAS, despite the establishment of the 2009 Redevelopment Area, the Township believes that other parcels located within proximity of Route 130 remain underutilized and would benefit from being included within a redevelopment area; and

WHEREAS, on May 15, 2013, the Township Council adopted Resolution 2013-112 which referred certain parcels, including those properties fronting on U. S. Route 130 between the Florence/Burlington Township line to the west and to the Florence/Mansfield Township line to the east and further including adjacent properties within the Route 130 corridor that are situated within the Highway Commercial, Neighborhood Commercial, Office Park, or General or Special Manufacturing Zoning Districts which encompass properties north of the Route 130 corridor such as the Haines Center property on the western side of the Township and properties on the eastern side of the Pennsylvania Extension of the New Jersey Turnpike in the General Manufacturing and Special Manufacturing Districts and parcels on the eastern side of Florence Columbus Road in the Office Park District but generally excluding (i) parcels owned by the New Jersey Turnpike Authority, New Jersey Department of Transportation, New Jersey Transit, Conrail Railroad, Verizon, Florence Township Fire District #1, Florence Township and land dedicated to a Home Owner's Association and (ii) parcels already in the 2009 Redevelopment Area (the "Study Area") to the Planning Board to investigate whether parcels within the Study Area would qualify as an "Area in Need of Redevelopment" under the Act and

WHEREAS, on June 24, 2013, following due notice in accordance with the Act, the Planning Board held a public hearing pursuant to the Act and Resolution 2013-112 to investigate and determine whether the parcels within the Study Area satisfy the statutory criteria as a "Redevelopment Area" under the Act; and

WHEREAS, during the hearing, the Planning Board considered testimony of various Township officials and examined a report, dated May 31, 2013 and prepared by Barbara Fegley, AICP, PP of Environmental Resolutions, Inc., and entitled "Preliminary Investigation for the Determination of an

Area in Need of Redevelopment U.S. Route 130 Corridor Florence Township New Jersey" (the "Original Planners' Report") which evaluated the parcels within the Study Area collectively and individually to determine whether the individual parcels could be included within a "Redevelopment Area"; and

WHEREAS, the Original Planners' Report contained a map, dated May 22, 2013, which delineated the physical boundaries of the Study Area; and

WHEREAS, during the hearing, the Planning Board determined that one parcel (1029 Florence-Columbus Road – Block 165.07, Lot 16) did not satisfy the statutory criteria and requested that the Original Planners' Report be amended to delete that parcel; and

WHEREAS, the Original Planner's Report was revised and the report and map were dated June 24, 2013, to reflect the recommendation of the Planning Board (the "Planners' Report"); and

WHEREAS, following an evaluation of the Planners' Report and testimony received, the Planning Board adopted Resolution No. P.B. 2013-12, a copy of which is attached as Exhibit A, recommending that the parcels identified in the Planners' Report be designated by the Township Council as a Redevelopment Area under the Act; and

WHEREAS, the Township Council has reviewed the Planners' Report and desires to accept the recommendation of the Planning Board and to resolve that (i) the parcels set forth in Exhibit B (the "Redevelopment Area") satisfies the criteria set forth in the Act, including *N.J.S.A.40A:12A-5* and *N.J.S.A.40A:12A-3*, and (ii) that such parcels be designated as an area in need of redevelopment;

NOW THEREFORE, BE IT RESOLVED by the Mayor and Council of the Township of Florence as follows:

1. **DESIGNATION OF AREA IN NEED OF REDEVELOPMENT.** The Township Council hereby determines that the parcels set forth in Exhibit B satisfy the criteria set forth in the Act, including *N.J.S.A.40A:12A-5* and *N.J.S.A.40A:12A-3* and therefore are hereby designated as an "Area in Need of Redevelopment" pursuant to the Act. The "Area in Need of Redevelopment" shall be known as the "Highway 130 Redevelopment Area (2013)."

2. **RESOLUTION TO BE FILED WITH DEPARTMENT OF COMMUNITY AFFAIRS.** The Clerk of the Township is hereby directed to file a copy of this resolution, including all exhibits, with the Commissioner of the Department of Community Affairs ("DCA"), in accordance with the requirements of *N.J.S.A. 40A:12A-6(5)*.

3. **NOTICE OF ADOPTION.** Notice of Adoption of this resolution shall be published in the Official Newspaper of the Township within a week of its date of adoption. Such Notice shall clearly state that (i) a copy of this resolution has been filed with the Commissioner of the Department of Community Affairs, (ii) when this resolution shall become effective and (iii) that anyone wishing to contest the validity of this resolution shall have 45 days from the date of publication of the notice.

4. **SEVERABILITY.** If any part of this Resolution shall be deemed invalid, such parts shall be severed and the invalidity thereby shall not affect the remaining parts of this Resolution.

5. **AVAILABILITY OF THE RESOLUTION.** A copy of this Resolution shall be available for public inspection at the offices of the Township Clerk.

6. **EFFECTIVE DATE.** As the Redevelopment Area is located in an area in which development or redevelopment is to be encouraged, this Resolution shall become effective upon the filing with DCA as set forth in Section 2 hereof.

I certify the above to be a true copy of
the Resolution adopted at a public meeting
held on the 10th day of July, 2013.


Joy M. Weiler, RMC/MMC
Florence Township Clerk

Appendix D

*NJDCA Approval of Township Determination That The Properties Are Designated As An
Area in Need of Redevelopment*



State of New Jersey
DEPARTMENT OF COMMUNITY AFFAIRS
101 SOUTH BROAD STREET
PO Box 800
TRENTON, NJ 08625-0800
(609) 292-6420

Mayor
Township Council

CHRIS CHRISTIE
Governor

KIM GUADAGNO
Lt. Governor

RICHARD F. CONSTABLE, III
Commissioner

August 23, 2013

RECEIVED

SEP 13 2013

CLERK'S OFFICE
FLORENCE, NEW JERSEY

The Honorable Craig Wilkie
Mayor
Township of Florence
711 Broad Street
Florence, New Jersey 08518

Re Review of Area in Need of Redevelopment Designation

Dear Mayor Wilkie:

We are in receipt of Joy Weiler's letter of July 11, 2013 and Resolution No. 2013-147 designating certain parcels located in the proximity of Route 130 as an Area in Need of Redevelopment.

The Department of Community Affairs has mapped the area as situated in the Suburban Planning Area (PA2). In accordance with N.J.S.A. 40A:12A-6, the municipality's approval took effect upon transmittal to the Department of Community Affairs and no further action is necessary from the department to effectuate your designation.

The city or redeveloper may also find the New Jersey Business Action Center (866) 534-7789, located in the Department of State, helpful in identifying other sources of state financing that might be available to facilitate the redevelopment of these properties.

This designation is a tribute to the work Florence has done. Please feel free to contact James Requa, Director Special Projects at (609) 292-3000 if you need any further assistance.

Sincerely,

Richard E. Constable, III
Commissioner

cc: Charles Richman, Deputy Commissioner
Gerard Scharfenberger, Office for Planning Advocacy
Joy Weiler, Township of Florence



Appendix E

Florence Township Council Resolution NO. 2017-231

**TOWNSHIP OF FLORENCE
RESOLUTION 2017-231**

**RESOLUTION REFERRING A PROPOSED REDEVELOPMENT PLAN
FOR PARCELS WITHIN THE ROUTE 130 REDEVELOPMENT AREA
TO THE TOWNSHIP OF FLORENCE PLANNING BOARD, AND
DIRECTING THE PLANNING BOARD TO TAKE CERTAIN ACTIONS
PURSUANT TO N.J.S.A. 40A:12A-7(e)**

WHEERAS, on May 15, 2013, Florence Township Council adopted Resolution 2013-112 authorizing the Planning Board to conduct a Preliminary Investigation for the Determination of An Area in Need of Redevelopment for the U. S. Route 130 Corridor and Vicinity in accordance with the Local Redevelopment and Housing Law (N.J.S.A. 40A:12A-1); and

WHEREAS, on June 24, 2013 the Planning Board held a Public Hearing on the Preliminary Investigation and adopted Planning Board Resolution 2013-12, memorializing a determination that certain lands described by blocks and lots in the Resolution satisfied the statutory criteria to be designated as "An Area in Need of Redevelopment."

WHEREAS, on July 10, 2013, Florence Township Council adopted Resolution 2013-147, accepting the Planning Board's recommendation and designating certain parcels along and adjacent areas as an "Area in Need of Redevelopment" (the "Route 130 Corridor Redevelopment Area" or "Redevelopment Area")

WHEREAS, on July 11, 2013, the Township sent the Preliminary Investigation and Resolution 2013-147 to the New Jersey Department of Community Affairs (NJ DCA) for their approval of the Area in Need of Redevelopment Designation; and

WHEREAS, on August 23, 2013, the NJ DCA sent a letter to the Township, dated August 23, 2013, indicating that, "[i]n accordance with NJSA 40A:12A-6, the municipality's approval took effect upon transmittal to the Department of Community Affairs and no further action is necessary from the department to effectuate your designation;" and

WHEREAS, Block 160.01, Lots 4, 11.01, 11.02, 24 and a parcel located adjacent to Block 160.01, Lot 4 which is currently owned by the New Jersey Turnpike Authority, located on U.S. Route 130 northbound and Cedar Lane, also known as County Route 650 (the "Properties") are located in the Redevelopment Area; and

WHEREAS, prior to its inclusion in the Redevelopment Area, the Property received approvals from the Planning Board of the Township of Florence (the "Planning Board") for development of commercial and retail uses with related roadway and site improvements; and

WHEREAS, notwithstanding said approvals and consistent efforts to market it to potential tenants, the Property remains vacant; and

WHEREAS, the owner of the Property has requested the Township use its redevelopment powers to assist in making development on the Property feasible and the Township has agreed to provide assistance to allow the Property to be developed for the benefit of the Township and the remaining parcels within the Redevelopment Area; and


WHEREAS, Environmental Resolutions, Inc., licensed professional planners employed by the Township, has developed a draft redevelopment plan for the Property entitled "Redevelopment Plan - Weiss Properties - Route 130 and Cedar Lane (County Route 650) Block 160.01, Lots 4, 11.01, 11.02 And 24 - Florence Township, Burlington County, New Jersey" and dated December 3, 2017 (the "Proposed Redevelopment Plan"), a copy of which is attached hereto as Exhibit A, which would permit development on the Property to construct a 100 unit+/- hotel, related restaurant pad site with outdoor seating and a residential component consisting of a 240 unit multi-family residential development with clubhouse, pool and other amenities as set forth in the Proposed Redevelopment Plan; and

WHEREAS, the Township Council has reviewed the Proposed Redevelopment Plan, found it to be beneficial to the Township and consistent with the vision for the Route 130 Corridor Redevelopment Area and desires to forward the Proposed Redevelopment Plan to the Planning Board for review pursuant to N.J.S.A. 40A:12A-7e;

NOW THEREFORE, BE IT RESOLVED by the Mayor and Council of the Township of Florence as follows:

1. The Township Council hereby refers the Proposed Redevelopment Plan to the Planning Board for review and recommendation in accordance with the requirements of N.J.S.A. 40A:12A-7(e).
2. The Planning Board is authorized and directed to prepare a report of its recommendations (the "Planning Board Report") to the Proposed Redevelopment Plan within forty-five (45) days of the date hereof.
3. The Planning Board Report shall identify any provisions within the Proposed Redevelopment Plan that are inconsistent with the Township's Master Plan, the recommendations concerning those inconsistencies and any other matters the Planning Board deems appropriate.
4. If the Planning Board Report has not transmitted to the Township Council within forty-five (45) days of the date hereof, the Township Council shall be relieved of the requirement to obtain a Planning Board Report for the Proposed Redevelopment Plan to the Plan in accordance with N.J.S.A. 40A:12A-7(e).
5. The Clerk of the Township shall forward a copy of this Resolution and the Proposed Redevelopment Plan to the Planning Board for review pursuant to N.J.S.A. 40A:12A-7(e).
6. This resolution shall take effect immediately.

I certify the above to be a true copy of the Resolution adopted at a public meeting held on the 6th day of December, 2017.


Nancy L. Erlston, RMC
Township Clerk, Township of Florence

Appendix F

Weiss Properties Concept Plan

NEW JERSEY STATE HIGHWAY U.S. ROUTE 130 A.K.A. BURLINGTON AND BORDENTOWN ROAD
(ON RIGHT-OF-WAY)

TAX MAP SHEET 13.01
BLOCK 160.01
LOTS 4, 11.01, 11.02 AND 24
FLORENCE TOWNSHIP
BURLINGTON COUNTY
NEW JERSEY



Commercial Portions of the Redevelopment Area	
Standard	Proposed
Minimum Lot Area	15 Acres
Minimum Lot Width Along Route 130	500 feet
Minimum Lot Depth Along Route 130	200 feet
Minimum Lot Frontage	333 feet
Minimum Front Yard	75 feet
Minimum Building Setback:	
Front Setback (From Curb)	10 feet
Side Setback	25 feet
Back Setback	25 feet
Maximum Building Height	Other Center of lot, not to exceed height of lot
Maximum Building Depth	Other Center of lot, not to exceed height of lot
Maximum Landscaped Area	75 feet along Route 130, 15 feet along Cedar Lane. Landscaped area must be maintained for the life of the project.
Accessory Structures/Outbuildings	
Minimum to Front Line	10 feet
Minimum to Side Line	20 feet
Minimum to Rear Line	10 feet
Minimum to Other Building	N/A
Maximum Building Height	Less than the height of the principal structure
Building and Parking Coverage-Commercial Areas	
Minimum Building Coverage	40%
Maximum Impervious Coverage	75% (includes all roofs, drives, walks and parking areas)
Parking Requirements:	6 maximum of 150 spaces per lot, room, building or 1 space per 100 square feet gross building area for retail uses. A maximum of 1 space per 3.5 units for the residential. Note: Shared parking may be utilized if the overall lot is not less than the total parking need.
Parking Space Dimensions:	9 Feet x 18 Feet Minimum
Drainage Setback to Property Line	0 feet. Drains are permitted in the buffer area.
Buffer to Residential Use	25 feet to be landscaped or existing vegetated area unless required by other applicable codes.

Multi-Family Residential Portions of the Redevelopment Area	
Standard	Proposed
Minimum Lot Area	11 Acres
Minimum Lot Width Along Route 130	500 feet
Minimum Lot Depth Along Route 130	200 feet
Minimum Lot Frontage	333 feet
Minimum Front Yard	75 feet
Minimum Building Setback:	
Front Setback (From Curb)	10 feet
Side Setback	25 feet
Back Setback	25 feet
Maximum Building Height	Other Center of lot, not to exceed height of lot
Maximum Building Depth	Other Center of lot, not to exceed height of lot
Maximum Landscaped Area	75 feet along Route 130, 15 feet along Cedar Lane. Landscaped area must be maintained for the life of the project.
Accessory Structures/Outbuildings	
Minimum to Front Line	10 feet
Minimum to Side Line	20 feet
Minimum to Rear Line	10 feet
Minimum to Other Building	N/A
Maximum Building Height	Less than the height of the principal structure
Building and Parking Coverage-Multi-Family Residential Areas	
Minimum Building Coverage	40%
Maximum Impervious Coverage	75% (includes all roofs, drives, walks and parking areas)
Parking Requirements:	6 maximum of 150 spaces per lot, room, building or 1 space per 100 square feet gross building area for retail uses. A maximum of 1 space per 3.5 units for the residential. Note: Shared parking may be utilized if the overall lot is not less than the total parking need.
Parking Space Dimensions:	9 Feet x 18 Feet Minimum
Drainage Setback to Property Line	0 feet. Drains are permitted in the buffer area.
Buffer to Residential Use	25 feet to be landscaped or existing vegetated area unless required by other applicable codes.



STOUT & CALDWELL ENGINEERS, LLC

705 U.S. Route 130 South
Cinnaminson, NJ 08077
OFFICE 856.786.2202 FAX 856.786.3050
www.stoutcaldwell.com

EXHIBIT W

Third Round: Market to Affordable Program Documentation

EXHIBIT W1

Third Round: Market to Affordable Program Documentation

220 Foundry

Agreement

Deed Restriction

AFFORDABLE HOUSING AGREEMENT

THIS AGREEMENT is made on this 11th day of July 2012 by and between the **TOWNSHIP OF FLORENCE**, a municipal corporation of the State of New Jersey, with offices at 711 Broad Street, Florence, New Jersey 08518 (“Township”) and 220 Foundry, L.L.C. located at 2035 Columbus Road, Burlington, New Jersey 08016.

WHEREAS, the New Jersey Fair Housing Act, *N.J.S.A. 52:27D-301, et seq.* requires each municipality in New Jersey to provide its fair share of affordable income housing; and

WHEREAS, the Council on Affordable Housing (“COAH”) is the State administrative agency having primary jurisdiction to assure that each municipality has in place a plan to fulfill its obligation to provide affordable housing pursuant to COAH’s rules and regulations, as described in NJAC 5:97-6.09; and

WHEREAS, 220 Foundry, L.L.C. shall be an operator and administrator of affordable housing in Florence Township **and is restoring 220 Foundry Street (the “Property”) from a market rate property to an affordable housing property**; and

WHEREAS, the Township wishes to enter into an agreement with 220 Foundry, L.L.C. to enable it to meet its affordable housing obligations.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein the parties agree as follows:

1. PURPOSE OF AGREEMENT

The Township and 220 Foundry, L.L.C. agree that the purpose of the Agreement is to enable the Township to satisfy its affordable housing obligation by providing financial assistance to 220 Foundry, L.L.C. for the operation and administration of six (6) affordable housing units at 220 Foundry Street. This is a market to affordable housing project. The building is being converted to six (6) low and moderate income apartments. Three (3) will be for low income tenants and three (3) will be for moderate income tenants. The units shall be developed for affordable housing units (as defined by P.L. 2008, c. 46) and meet COAH’s regulations at N.J.A.C. 5:97-6.09 and the Uniform Housing Affordability Controls standards defined in N.J.A.C. 5:80-26.1 et seq.).

2. PROPERTIES INCLUDED IN AGREEMENT

220 Foundry, L.L.C. owns 220 Foundry Street and the property is identified as Block 14, Lot 8 on the Township’s tax maps. The property and building had fallen into deplorable condition prior to 220 Foundry’s L.L.C. ownership. The Township had code enforcement and habitation issues that ultimately led to the unfortunate removal of tenants from the building due to safety and health concerns. Under 220 Foundry’s L.L.C. ownership, there has been a marked improvement to the property, and they have begun to prepare the building for rehabilitation. This Agreement pertains only to 220 Foundry Street.

3. **TOWNSHIP SUBSIDY**

220 Foundry, L.L.C. will operate the property for affordable housing in accordance with the terms and length of this Agreement, and seek assurance from the Township that it will provide a subsidy in the amount of \$33,000 per credit per unit for a total contribution of \$198,000. Each apartment unit equals one credit per COAH's regulations at NJAC 5:97-6.09. 220 Foundry, L.L.C. will operate the PROPERTY as housing for low and moderate-income persons who are in need of affordable housing for no less than thirty (30) years. The Township will transfer the subsidy for the Property to 220 Foundry, L.L.C. in accordance with the provisions of Section 7. Contingencies noted in this Affordable Housing Agreement.

4. **DEVELOPMENT ACTIVITIES**

220 Foundry, L.L.C. received approval from the Florence Township Zoning Board on February 28, 2012 to rehabilitate 220 Foundry Street for a total of six (6) low and moderate income affordable housing units. The Board memorialized Resolution No. Z.B. 2012-10 on March 27, 2012.

220 Foundry, L.L.C. will adhere to the number of bedrooms in each unit pursuant to the above referenced Zoning Board approval and other conditions contained in Resolution No. Z.B. 2012-10.

220 Foundry, L.L.C. will be responsible for acting as development sponsor. 220 Foundry, L.L.C. will be responsible for the preparation of any applications to the State of New Jersey or any other organization for any new or additional funds necessary from other sources to meet the financial requirements of this project.

5. **PAYMENT IN LIEU OF TAXES/CONTRIBUTION TO FLORENCE TOWNSHIP**

220 Foundry, L.L.C. is a non-profit housing provider and is permitted to seek tax exempt status for 220 Foundry Street. The owner currently pays property taxes on the Property and as part of the Township's efforts to encourage and support affordable housing in the community, the Township acknowledges that 220 Foundry, L.L.C. will file for tax exemption as a non-profit affordable housing provider in the State of New Jersey. The exemption of taxes and payment to the Township is being done in conjunction with the provisions of the Fair Housing Act (NJSA 52:27D-311).

Once 220 Foundry, L.L.C. achieves tax exempt status for 220 Foundry Street, the Township agrees to extend a Payment in Lieu of Taxes ("PILOT") and/or contribution for a period of thirty (30) years from the Effective Date for the PROPERTY. 220 Foundry, L.L.C. agrees to make payments yearly to the Township in accordance with the payment schedule defined herein for a period of thirty (30) years under this Affordable Housing Agreement. At the end of this Agreement, nothing contained in this Paragraph shall prevent 220 Foundry, L.L.C. from applying for a full or partial tax exemption for the PROPERTY pursuant to applicable law after the expiration of the thirty (30) year period, unless the parties mutually execute an agreement that permits otherwise under the laws in force at that time.

- A. CALCULATION OF PILOT. Pursuant to the conditions noted in the above paragraph and herein, 220 Foundry, L.L.C. shall pay to Florence Township the following amounts on a yearly basis for the Property in accordance with the PILOT:

1st Year Payment - \$3,300.00

2nd Year Payment - \$3,300.00

3rd Year Payment - \$3,600.00

4th Year Payment - \$4,000.00

5th Year Payment - \$4,000.00

The yearly PILOT payment shall be paid to the Township by November 1st of each year. Starting in year 10 of this Agreement, the PILOT payment shall increase by 2% at each 5 year interval of the Agreement, and then remain the same on a yearly basis until the next five (5) year interval. The 2% increase shall occur in years 10, 15, 20, 25.

- B. PAYMENT OF PILOT. The total annual amount of the PILOT shall not be altered without the written consent of both parties. Payment will be sent to the Florence Township Chief Financial Officer on or before November 1st of each year beginning with November 1, 2013. Any failure of 220 Foundry, L.L.C. to make the payments when due shall be treated by the Township in the same manner as it would treat any other property taxpayer within the Township.
- C. EFFECTIVE DATE. The Effective Starting Date for the PILOT for all of the aforementioned properties shall be November 1, 2013, unless there are unforeseen delays and the date is adjusted with the Township's written consent. It is understood and agreed that the PROPERTY will become tax exempt. 220 Foundry, L.L.C. shall promptly renew its application for tax exempt status thereafter as required by statute throughout the period of this Agreement.

6. **CONSTRUCTION PERMITS and WATER AND SEWER FEES/CHARGES**

220 Foundry, L.L.C. shall be responsible for obtaining all necessary building permits and construction permits for this project. All municipal construction permit costs incurred prior to the issuance of the initial Certificate of Occupancy (CO) shall be borne by the Township's affordable housing trust fund. Upon issuance of a CO for the six (6) affordable housing units, future permit expenses shall be the responsibility of 220 Foundry, L.L.C.

There is presently a water and sewer connection to the municipal utility system. If 220 Foundry, L.L.C. has to make a new connection or enlarge the connection to accommodate the rehabilitation of the structure, then the Township agrees that it will not charge any water and sewer connection fees. Once the building is occupied, then the Township will charge water and sewer usage fees in a manner consistent with all other users in the community.

7. **CONTINGENCIES**

This Agreement is contingent upon: 220 Foundry, L.L.C. certifying to the Township that it will develop six (6) credits for the Property that address COAH's regulations and the UHAC regulations for Township approval. 220 Foundry L.L.C. shall be responsible for filing a deed with the required declaration of Covenants, Conditions and Restrictions – Implementing Affordable Housing Controls approved by Florence Township with Burlington County. In order to help facilitate the expeditious completion of this project, the Township has the option of advancing partial or full payment to 220 Foundry L.L.C. at the time the Township signs this Agreement. If the Township opts to do timed payments or partial advancements to Foundry L.L.C., said timed payments shall be determined by the Township based upon a schedule that is acceptable and designed to maximize completion of the affordable housing project. The Township also has the option of making payments up to the amount of \$198,000 to 220 Foundry, L.L.C. and allowing 220 Foundry, L.L.C. to hold the funds in an escrow account held by their legal representative and such funds shall not be disbursed to 220 Foundry, L.L.C. from the escrow account without the express written consent of the Township. This method of payment allows 220 Foundry, L.L.C. adequate time to complete the project in accordance with this Agreement and file the aforementioned deed with affordable housing controls. All interest earned on the advanced payments shall be returned to the Florence Township Affordable Housing Trust Fund, unless otherwise credited to 220 Foundry L.L.C. by the Township as part of the total grant. The Township agrees that it shall promptly submit such applications as may be required by COAH and shall cooperate with 220 Foundry, L.L.C. in providing such information as may be required to obtain approval.

8. **COMPLIANCE WITH COAH'S RULES AND MAINTENANCE OF PROJECT**

All of the affordable housing units will be deed restricted as noted above for a minimum of thirty (30) years, and must qualify for full COAH credit as part of Florence Township's Housing Element and Fair Share Plan. The affordable housing deed restriction language for the property must be approved by Florence Township prior to filing with Burlington County.

One (1) of the three (3) low income units may be restricted for use by very low income tenants under statutory requirements at N.J.S.A.S. 52:27D329.1, but establishment of this type of unit must be approved by both parties prior to actual use.

220 Foundry, L.L.C. shall submit a contract with an experienced affordable housing administrative agent pursuant to COAH rules at N.J.A.C. 5:96-18 for the Township's review and approval. 220 Foundry, L.L.C. agrees to contract with said experienced affordable housing administrative agent for a period of two (2) years. It is advisable that 220 Foundry, L.L.C. hire an administrative agent approximately four (4) months prior to anticipated occupancy so there is adequate time to address affirmative marketing and qualification requirements. After two (2) years, 220 Foundry L.L.C. may decide to accept responsibility for handling compliance with state affordable housing regulations and reporting requirements, or voluntarily enter into another contract with an experienced affordable housing administrative agent.

220 Foundry, L.L.C. agrees that all units shall be developed and administered as affordable rental units under the requirements of the Uniform Housing Affordability Controls (“UHAC”) at N.J.A.C. 5:80-26-1 and shall comply with UHAC requirements, including but not limited to affordability average, restrictions on rents, tenant income eligibility, affirmative marketing and long- term controls on affordability. Further, 220 Foundry, L.L.C. shall assume responsibility for determining eligibility based upon income requirements and for the filing of all COAH and/or HMFA monitoring and reporting forms in a timely fashion in accordance with N.J.A.C. 5:96 and 5:97. 220 Foundry, L.L.C. shall comply with all existing building, property maintenance and health codes and shall keep on file with the Township Clerk the name and address of the property manager and other contact information as may be required.

9. **MUNICIPAL LAND USE APPROVAL**

220 Foundry, L.L.C. has obtained all necessary land use approvals pertaining to this project. Florence Township agreed to pay for the costs of the professionals employed by the Zoning Board relative to the land use approval. The Zoning Board approved the project and memorialized its decision in Resolution No. Z.B. 2012-10 on March 27, 2012. The fees shall be paid from the COAH Trust Fund.

10. **DEFAULT**

In the event that any party shall fail to perform any undertaking required to be performed by it pursuant to the terms of this Agreement, unless such obligation is waived in writing by the party or parties for whose benefit such obligation was intended, such failure to perform shall constitute an event of default under this Agreement. In the event of default, the non-defaulting party shall have available any and all rights and remedies that may be provided in law or in equity, including, but not limited to the right of specific performance and/or the right to bring a motion in aid of litigant’s rights. Prior to such proceedings, there shall be an opportunity to cure said alleged default as follows: (i) the benefited party shall notify the defaulting party of such alleged default specifying the nature of the default, (ii) the defaulting party shall thereafter have thirty (30) business days to effect a cure; (iii) the benefited party shall promptly notify the defaulting party of its acceptance of the proposed cure, or its alternative election to seek judicial remedies.

11. **NOTICES**

All notices required under this Agreement shall be in writing and shall be given by certified mail, return receipt requested, or by recognized overnight personal carriers with certified proof of receipt, and by duplicate facsimile transmission if under 25 pages. All notices shall be deemed received upon the date of delivery which is set forth in the mailing certifications by the mail or delivery services used, and all times for performance based upon such notices, shall be from the date set forth in such proof of delivery. The persons and entities to receive notice shall be as follows:

To Developer: Susan Esposito
220 Foundry, L.L.C.
2035 Columbus Road
Burlington, New Jersey 08016
Telecopier No. (609) 499-4905

To the Township: Richard A. Brook, Administrator
711 Broad Street
Florence, NJ 08518
Telecopier No. 609-499-1186

With a copy to: Joy M. Weiler, Township Clerk, RMC/MMC
711 Broad Street
Florence, NJ 08518
Telecopier No. 609-499-1186

12. **MISCELLANEOUS.**

Captions. Captions and titles to this Agreement are inserted for the purposes of convenience and reference only, and are in no way to be construed as limiting or modifying the scope and intent of the various purposes and provisions of this Agreement.

Cooperation. The parties expressly agree to cooperate with each other in order to effectuate and carry out the purposes of this Agreement to provide affordable housing to satisfy the Township's fair housing obligations. Ventures SME further agrees to participate in any proceedings before COAH as COAH may request.

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

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

Validity. In the event that one or more of the provisions of this Agreement shall be held to be invalid, unenforceable or void, the parties shall within thirty (30) days of such determination, attempt to restructure this Agreement consistent with its underlying intent. If the parties fail to resolve such a restructuring, then either party may terminate this Agreement.

Preparation. The parties acknowledge that this Agreement has been jointly prepared by the parties' attorneys. Therefore, this Agreement shall be construed on a parity among the parties and any presumption for resolving ambiguities against the drafter shall not apply.

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

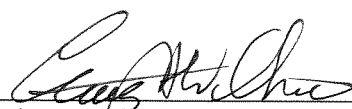
IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year as set forth in this Agreement.

Attest:

TOWNSHIP OF FLORENCE
A Municipal Corporation of the
State of New Jersey



Joy M. Weiler, RMC/MMC

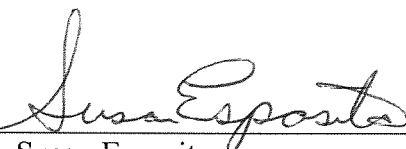
By: 

Craig H. Wilkie, Mayor

Attest:

220 Foundry, L.L.C.



By: 

Susan Esposito

RECORDING INFORMATION SHEET

 49 RANCOCAS RD,
MT. HOLLY, NJ 08060

INSTRUMENT NUMBER:

5211042

DOCUMENT TYPE:

DECLARATION OF RESTRICTIONS

Official Use Only

Document Charge Type MUNICIPAL-DECLARATION OF RESTRICTIONS

Return Address (for recorded documents)

 RICHARD A BROOK
MUNICIPAL COMPLEX
711 BROAD ST
FLORENCE NJ 08518

RECEIVED

JUN 17 2016

 TIMOTHY D. TYLER
BURLINGTON COUNTY

 RECEIPT NUMBER
8317601
RECORDED ON
April 15, 2016 3:14 PM

 INSTRUMENT NUMBER
5211042

 BOOK: OR13217
PAGE: 9745

No. Of Pages

(Excluding Recording Information and/or Summary Sheet)

 CLERK'S OFFICE
FLORENCE, NEW JERSEY

3

Consideration Amount

\$0.00

Recording Fee

\$8.00

Realty Transfer Fee

\$0.00

Total Amount Paid

\$8.00

Municipality

FLORENCE TWP

Parcel Information

Block: 14

Lot: 8

First Party Name

FLORENCE TWP

Second Party Name

TWO 20 FOUNDRY

Additional Information (Official Use Only)



5211042

Ctrl Id: 5404310 Recording Clerk: gjones

***** DO NOT REMOVE THIS PAGE. *****
COVER SHEET (DOCUMENT SUMMARY FORM) IS PART OF BURLINGTON COUNTY FILING RECORD
***** RETAIN THIS PAGE FOR FUTURE REFERENCE. *****

MANDATORY DEED RESTRICTION FOR RENTAL PROJECTS

Deed Restriction

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

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

THIS DEED RESTRICTION, entered into as of this 4th day of April, 2016, by and between the Township of Florence with offices at 711 Broad Street, Florence, NJ 08518 (the "Municipality"), and 220 Foundry, L.L.C. a New Jersey Corporation having offices at 2035 Columbus Road, Burlington, NJ 08016 the developer/sponsor (the "Owner") of a six-unit residential very-low, low- and moderate-income rental project (the "Project").

WITNESSETH

Article 1. Consideration

In consideration of benefits and/or right to develop received by the Owner from the Municipality regarding this rental Project, the Owner hereby agrees to abide by the covenants, terms and conditions set forth in this Deed restriction, with respect to the land and improvements more specifically described in Article 2, hereof (the Property).

Article 2. Description of Property

The Property consists of all of the land, and improvements thereon, that is located in the municipality of the Township of Florence, County of Burlington, State of New Jersey, and described more specifically as Block No. 14 Lot No. 8, and known by the street address:

220 Foundry Street
Florence Township, NJ

More specifically designated as:

Apartment #1 - one-bedroom, moderate-income;
Apartment #2 - one-bedroom, moderate-income;
Apartment #3 - one-bedroom, low-income;
Apartment #4 - two-bedroom, low-income;
Apartment #5 - two-bedroom, very low-income; and
Apartment #6 - two-bedroom, moderate-income.

BURLINGTON COUNTY
CLERK
2016 APR - 7 11 A 10:49
RECEIVED

Article 3.

Affordable Housing Covenants

The following covenants (the "Covenants") shall run with the land for the period of time (the "Control Period"), determined separately with respect for each dwelling unit, commencing upon the earlier of the date hereof or the date on which the first certified household occupies the unit, and shall expire as determined under the Uniform Controls, as defined below.

In accordance with N.J.A.C. 5:80-26.11, each restricted unit shall remain subject to the requirements of this subchapter, the "Control Period," until the municipality in which the unit is located elects to release the unit from such requirements. Prior to such a municipal election, a restricted unit must remain subject to the requirements of this subchapter for a period of at least 30 years.

- A. Sale and use of the Property is governed by regulations known as the Uniform Housing Affordability Controls, which are found in New Jersey Administrative Code at Title 5, chapter 80, subchapter 26 (N.J.A.C. 5:80-26.1, *et seq.*, the "Uniform Controls").
- B. The Property shall be used solely for the purpose of providing rental dwelling units for very-low, low- or moderate-income households, and no commitment for any such dwelling unit shall be given or implied, without exception, to any person who has not been certified for that unit in writing by a Municipality-approved experienced affordable housing administrative agent ("Administrative Agent"). So long as any dwelling unit remains within its Control Period, sale of the Property must be expressly subject to these Deed Restrictions, deeds of conveyance must have these Deed Restrictions appended thereto, and no sale of the Property shall be lawful, unless approved in advance and in writing by the Municipality.
- C. No improvements may be made to the Property that would affect the bedroom configuration of any of its dwelling units, and any improvements to the Property must be approved in advance and in writing by the Municipality.
- D. The Owner shall notify the Municipality and the Administrative Agent of any foreclosure actions filed with respect to the Property within five (5) business days of service upon Owner.
- E. The Owner shall notify the Municipality and the Administrative Agent within three (3) business days of the filing of any petition for protection from creditors or reorganization filed by or on behalf of the Owner.

Article 4.

Remedies for Breach of Affordable Housing Covenants

A breach of the Covenants will cause irreparable harm to the Municipality and to the public, in light of the public policies set forth in the New Jersey Fair Housing Act, the Uniform Housing Affordability Control rules found at N.J.A.C. 5:80-26, and the obligation for the provision of very-low, low- and moderate-income housing.

- A. In the event of a threatened breach of any of the Covenants by the Owner, or any successor in interest of the Property, the Municipality and the Administrative Agent shall have all remedies provided at law or equity, including the right to seek injunctive relief or specific performance.
- B. Upon the occurrence of a breach of any Covenants by the Grantee, or any successor in interest or other owner of the Property, the Municipality and the Administrative Agent shall have all remedies provided at law or equity including but not limited to forfeiture, foreclosure, acceleration of all sums due under any mortgage, recouping of any funds from a sale in violation

of the Covenants, diverting of rent proceeds from illegal rentals, injunctive relief to prevent further violation of said Covenants, entry on the premises, those provided under Title 5, Chapter 80, Subchapter 26 of the New Jersey Administrative Code and specific performance.

IN WITNESS WHEREOF, the Municipality and the Owner have executed this Deed Restriction as of the date first above written.

THE TOWNSHIP OF FLORENCE

BY: 
Craig H. Wilkie
Mayor

220 FOUNDRY, L.L.C.


BY: 
Susan Esposito
Manager

STATE OF NEW JERSEY
COUNTY OF BURLINGTON ^{78E}

ACKNOWLEDGEMENTS

On this the 4th day of APRIL, 2016 before me came SUSAN ESPOSITO, to me known and known to me to be REPRESENTATIVE FOR, the Owner of the Property, who states that (s)he has signed said Agreement for the purposes stated therein.

STATE OF NEW JERSEY
COUNTY OF BURLINGTON ^{78E}

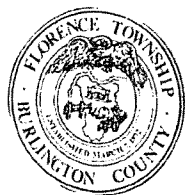

NOTARY PUBLIC

NANCY L. ERLSTON
NOTARY PUBLIC OF NEW JERSEY
ID # 2419356

On this the 5th day of APRIL, 2016 before me came CRAIG H. WILKIE known and known to me to be MAYOR of TOWNSHIP OF FLORENCE, the Municipality identified as such in the foregoing Agreement, who states that (s)he is duly authorized to execute said Agreement on behalf of said Municipality, and that (s)he has so executed the foregoing Agreement for the purposes stated therein


NOTARY PUBLIC

NANCY L. ERLSTON
NOTARY PUBLIC OF NEW JERSEY
ID # 2419356
My Commission Expires 4/3/2017



Township of Florence
711 Broad Street
Florence, NJ 08518
609-4992130

CERTIFICATE IDENTIFICATION

Date Issued: 06/04/2015
Control #: 13970
Permit #: 20120524

Block: 14 Lot: 8 Qual: _____

Work Site Location: 220 FOUNDRY STREET

FLORENCE

Owner in Fee: 220 FOUNDRY ST, LLC/VENTURES INC.

Address: 2035 COLUMBUS ROAD

BURLINGTON NJ 08016

Telephone: 609 499-2131

Agent/Contractor: E.J. HEDGER, PMOS, LLC

Address: 1036 POTTS MILL ROAD

BORDENTOWN NJ 08505

Telephone: 609 499-1935

Lic. No./ Bldrs. Reg.No.: _____ Federal Emp. No.: 33-1069096

Social Security No.: _____

Home Warranty No: _____

Type of Warranty Plan: ☐ State ☐ Private

Use Group: R-2

Maximum Live Load: _____

Construction Classification: _____

Maximum Occupancy Load: _____

Certificate Exp Date: _____

Description of Work/Use: _____

Reconstruction- Second and Third floor

Change of Use first floor from Assembly to Residential.

Update Desc. of Wk/Use:
plumbing, electric and fire update for renovation, FIRE SUPPRESSION, alarms, WATER
SERVICE - DOMESTIC 1 1/4 IN, FIRE SUPPRESSION 2IN.

☒ CERTIFICATE OF OCCUPANCY

This serves notice that said building or structure has been constructed in accordance with the New Jersey Uniform Construction Code and is approved for occupancy.

☐ CERTIFICATE OF APPROVAL

This serves notice that the work completed has been constructed or installed in accordance with the New Jersey Uniform Construction Code and is approved. If the permit was issued for minor work, this certificate was based upon what was visible at the time of inspection.

☐ TEMPORARY CERTIFICATE OF OCCUPANCY/COMPLIANCE

If this is a temporary Certificate of Occupancy or Compliance, the following conditions must be met no later than _____ or will be subject to fine or order to vacate:

☐ CERTIFICATE OF CLEARANCE-LEAD ABATEMENT 5:17

This serves notice that based on written certification, lead abatement was performed as per NJAC 5:17, to the following extent:

☐ Total removal of lead-based paint hazards in scope of work

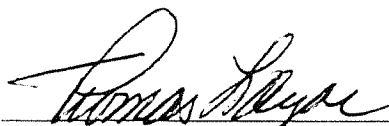
☐ Partial or limited time period(_____ years); see file

☐ CERTIFICATE OF CONTINUED OCCUPANCY

This serves notice that based on a general inspection of the visible parts of the building there are no imminent hazards and the building is approved for continued occupancy.

☐ CERTIFICATE OF COMPLIANCE

This serves notice that said potentially hazardous equipment has been installed and/or maintained in accordance with the New Jersey Uniform Construction Code and is approved for use until _____


THOMAS LAYOU Construction Official

Fees: \$175.00

Paid ☒ Check No.: 1031

Collected by: ja

EXHIBIT W2

Third Round: Market to Affordable Program Documentation

Salt/Light: 301 Norman

Resolutions of Approval

Agreement

TOWNSHIP OF FLORENCE

July 14, 2009

Mary Beth Lonergan, PP, AICP
Clarke Caton Hintz
Station Place
400 Sullivan Way
Trenton, NJ 08628-3407



Re: COAH Agreement – The Salt & Light Company, Inc.
Norman Avenue – SFD
Block 116, lot 7

Dear Mary Beth:

As you are aware, Florence Township and The Salt and Light Company, Inc. agreed to deed restrict a new-single family home that Salt and Light is going to build on Norman Avenue. The Zoning Board approved Salt and Light's application to build a new home and their decision is memorialized in Resolution No. ZB-2009-04 (copy enclosed).

On July 8th the Township Council approved a formal COAH Agreement between Florence Township and The Salt and Light Company, Inc. The Agreement essentially states that the township will authorize a payment of \$35,000 to Salt and Light and they in return will deed restrict the new single-family home for moderate income individuals under COAH's regulations for a period of thirty (30) years. A copy of Resolution No. 2009-163 and a fully signed copy of the Agreement are enclosed for your records. When we eventually go to amend or update our COAH Plan, this will be one of the sites that will be added to the document.

At this point, I do not expect Salt and Light to start construction for several months until they get additional financing lined up. I will let you know once everything is in order and we are ready to proceed with the payment.

If there are any questions, please let me know.

Very truly yours,


RICHARD A. BROOK
Administrator

Enclosures

cc: Sandra A. Blacker, CFO

FLORENCE TOWNSHIP MUNICIPAL COMPLEX
711 BROAD STREET
FLORENCE, NEW JERSEY 08518-2323
WWW.FLORENCE-NJ.COM



(609) 499-2525 ADMINISTRATIVE OFFICES
(609) 499-2222 MUNICIPAL COURT
(609) 499-3131 POLICE DEPARTMENT
(609) 499-2130 CONSTRUCTION CODE OFFICIAL

RESOLUTION NO. 2009-163

**APPROVE COAH AGREEMENT WITH
THE SALT AND LIGHT CO., INC.**

WHEREAS, the Council on Affordable Housing (COAH) requires that all municipalities provide affordable housing within the communities, and

WHEREAS, Florence Township is making every reasonable effort to comply with COAH's requirements and seeks to have a well balanced housing plan that is beneficial to the entire community, and

WHEREAS, Florence Township has negotiated an Agreement with The Salt and Light Company to obtain COAH credit for a new single family affordable dwelling to be constructed on Norman Avenue (Block 116, Lot 7) in accordance with a subdivision approved by the Zoning Board and memorialized in Resolution No. Z.B.-2009-04, and

WHEREAS, Florence Township will obtain COAH credit and execute payment to The Salt and Light Company, Inc. in accordance with the terms outlined in the Agreement, and

WHEREAS, all of the conditions pertaining to the affordable housing transaction with The Salt and Light Company, Inc. are outlined in said Agreement.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Township of Florence, County of Burlington, State of New Jersey, that the Mayor and Township Clerk are hereby authorized to execute the aforementioned Agreement (Schedule "A" attached) on behalf of the Township of Florence.

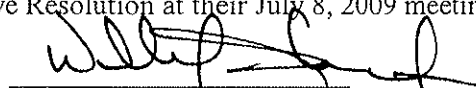
Certification of Funds by CFO:

Account #
COAH Housing Trust

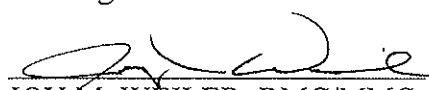
Amount
\$35,000


Sandra A. Blacker, CFO

I, WILLIAM JOHN KEARNS, JR., ESQ., SOLICITOR for the Township of Florence, County of Burlington, State of New Jersey, do hereby certify that the Township CFO has certified funds available; and that Township Council approved the above Resolution at their July 8, 2009 meeting.


William John Kearns, Jr., Esq.
Township Solicitor

I, JOY M. WEILER, Clerk of the Township of Florence, County of Burlington, State of New Jersey, do hereby certify that the foregoing Resolution is a true copy of the Resolution approved by Township Council at their July 8, 2009 meeting.


JOY M. WEILER, RMC/MMC
Township Clerk

AGREEMENT
BETWEEN THE TOWNSHIP OF FLORENCE
AND
THE SALT AND LIGHT COMPANY, INC.

THIS AGREEMENT is made as of July 8, 2009 by and between the TOWNSHIP OF FLORENCE, a municipal corporation and body politic, with offices at the Municipal Building, 711 Broad Street, Florence, NJ 08518-2323 (hereinafter referred to as "Township"); and THE SALT AND LIGHT COMPANY, INC. a non-profit corporation of the State of New Jersey, having its principal office address located at PO Box 249, Mount Holly, New Jersey 08060, hereinafter referred to as "Salt and Light".

WITNESSETH:

WHEREAS, the Township of Florence previously petitioned the New Jersey Council on Affordable Housing ("COAH") with its third round Affordable Housing and Fair Share Plan and is in the process of seeking approval on its Revised Third Round Plan; and

WHEREAS, Salt and Light is a non-profit corporation currently operating certain rental units within the Township of Florence, and has worked cooperatively with the township to help address the municipality's affordable housing obligation; and

WHEREAS, Salt and Light has obtained approval from the Florence Township Zoning Board to subdivide Block 116, Lot 6 so that a single family affordable dwelling can be constructed on the newly created lot; and

WHEREAS, the approval granted to Salt and Light is outlined in Resolution No. Z.B.2009-04 memorialized by the Zoning Board on January 27, 2009, and the new lot shall be identified as Block 116, Lot 7; and

WHEREAS, Salt and Light is willing to deed restrict the dwelling on this newly created subdivision lot as affordable housing to be owned and maintained by the ultimate purchasers and subsequent purchasers of the property; and

WHEREAS, Salt and Light is willing to deed restrict the single family unit and ensure that it qualifies under the rules of the Council on Affordable Housing (COAH) at N.J.A.C. 5:97 et seq., provided Florence Township makes a financial contribution toward the affordable housing construction expenses of Salt and Light. The deed restrictions shall be for a thirty-year period so as to qualify for COAH credit as part of Florence Township's third round affordable housing obligation; and

WHEREAS, the Township is willing to make a contribution of \$35,000 to Salt and Light in consideration of Salt and Light's agreement to restrict the property and use to an affordable unit in accordance with COAH's requirements, including a deed restriction pertaining to moderate income residents under COAH's standards for a period of thirty (30) years to assist the Township in meeting its affordable housing obligations; and

WHEREAS, this Agreement and all terms and conditions herein are subject to the approval of the New Jersey Council on Affordable Housing; and

WHEREAS, the Township, at a regularly scheduled public meeting held on July 8, 2009 agreed to contribute the sum of \$35,000 towards the construction of the dwelling unit to assist Salt and Light with the provision of affordable housing, subject to certain conditions.

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained, the parties agree as follows:

1. The Township agrees to contribute to The Salt and Light Company, Inc. the amount of \$35,000 for the purpose of deed restricting the dwelling unit to be constructed at the aforesaid location as noted herein. The property is not intended to be used for transitional housing, and all owners and occupants shall qualify under the COAH regulations at N.J.A.C. 5:97 et seq. and N.J.A.C. 5:80-26.1 et seq.

2. In return for the aforesaid contribution, the Salt and Light Company agrees to sell the unit as an affordable owner occupied unit for moderate income households. Salt and Light further agrees to place a thirty-year deed restriction on the properties in the form approved by the Township and by COAH.

3. Salt and Light understands that this contribution is contingent on the Township's ability to obtain at least one (1) affordable housing credit from COAH as part of its third round or revised third round Affordable Housing Element and Fair Share Plan ("Fair Share Plan"). In order to receive such credits, the Township must seek approval from COAH to allow the inclusion of the property in its COAH plan. The Township agrees to seek approval for inclusion of the unit in its COAH plan. The parties agree to cooperate in the submission of the within Agreement and the execution of all documents needed to obtain the said housing credits for the Township.

4. Florence Township shall make payment to Salt and Light within thirty (30) days after: (a) a Certificate of Occupancy (CO) has been issued by the township for the single family affordable dwelling; (b) the revised deeds approved by both parties with the new covenants and COAH requirements are filed with the Burlington County Clerk's Office; and (c) there is a properly signed voucher related to the payment agreement. Although COAH should approve a minimum of one affordable housing credit, Florence Township and The Salt and Light Company agree that if COAH denies the use of a minimum of one affordable housing credit related to this Agreement, then Salt and Light will refund the entire payment to Florence Township within twelve (12) months of receiving written notice from the township that COAH has denied said credits. It should be noted that it appears highly unlikely that COAH would deny Florence Township affordable housing credits, but the parties recognize that there is some uncertainty surrounding current litigation that involves COAH.


5. The parties have read and understood this Agreement fully. It is signed and sealed in accordance with New Jersey law by the duly authorized officers of the Township and The Salt and Light Company, Inc.

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

A T T E S T:

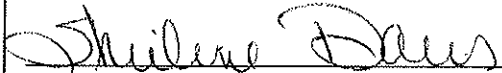
TOWNSHIP OF FLORENCE


JOY M. WEILER, Township Clerk
7-8-09

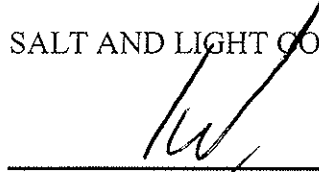

William E. Berry, Mayor

ATTEST:

SALT AND LIGHT COMPANY, INC.


Secretary

By:


Kent R. Pipes, President

**FLORENCE TOWNSHIP
ZONING BOARD OF ADJUSTMENT**

RESOLUTION NO. Z.B.-2009-04

Application ZB#2007-19

**RESOLUTION OF MEMORIALIZATION
SALT & LIGHT COMPANY, INC.
HON. RONALD E. BOOKBINDER, A.J.S.C.
HAVING GRANTED VARIANCES PURSUANT TO N.J.S.A. 40:55D-70(d) and
REMANDED TO THE BOARD
THE APPLICATIONS FOR
MINOR SUBDIVISION and MINOR SITE PLAN APPROVALS
WITH BULK VARIANCES
BLOCK 116, LOT 6, PROPOSED LOTS 6 & 7
IN THE NC NEIGHBORHOOD COMMERCIAL ZONING DISTRICT
APPROVAL**

Decided:

December 18, 2008

Resolution Memorialized:

January 27, 2009

WHEREAS, Salt & Light Company, Inc., made application to the Florence Township Zoning Board of Adjustment seeking approval of variances for higher than permitted density and expansion of a pre-existing nonconforming use pursuant to NJSA 40:55D-70(d), and minor subdivision and site plan approvals, with bulk variances pursuant to NJSA 40:55D-70(c), to permit subdivision of existing Lot 6 of Block 116 to create one New Lot upon which is proposed a new single family affordable home, and one Remainder Lot upon which the existing seven unit apartment building would subsist;

WHEREAS, the Board denied Salt & Light's application by way of Resolution ZB 2007-46;

WHEREAS, the applicant appealed, and the Honorable Ronald E. Bookbinder, AJSC, by way of a written decision dated November 18, 2008 memorializing his bench opinion of October 7, 2008 in Docket No. BUR-L-3485-07, granted the requested variances for higher than permitted density and expansion of the pre-existing nonconforming apartment use pursuant to NJSA 40:55D-70(d), but remanded to the Board the applications for minor subdivision and site plan approvals (with bulk variances);

WHEREAS, the applicant is also the owner of the subject property;

WHEREAS, upon a finding that proper mailed and published notice of the subdivision, site plan and variance request hearing had been given by the applicant, and that jurisdiction was proper in the Board, the Board opened a public hearing on the application at its November 25, 2008, regular meeting;

WHEREAS, the Board found the application sufficiently complete to be heard;

WHEREAS, the applicant is represented by Patrick McAndrew, Esq.;

WHEREAS, the applicant's principal, Kent Pipes was sworn and offered his testimony in support of the application;

WHEREAS, the applicant's planning expert, Michelle Taylor, PP, AICP, of the Taylor Design Group, was sworn, noted as having previously qualified as a planning expert by the Board, and offered her testimony, supported by a series of exhibits, in support of the application;

WHEREAS, public comment on the application was offered by several neighbors: Robert Dulo of 290 Alden Ave., Joe Bogdovics of 260 Norman Ave., John Lupex of 290 Norman Ave., Linda Goddard of 310 Norman Ave., Anthony Nutter of 230 Norman Ave., and Jamie Goddard of 316 Norman Ave.;

WHEREAS, after the applicant's extensive presentation, questions from the Board and public comment on the application, the applicant's counsel requested that the Board adjourn the public hearing on the application to the December 18, 2008 meeting of the Board to allow the applicant an opportunity to provide additional proofs concerning safety of children, parking, residents' cars and recreation;

WHEREAS, in addition, the Board asked for proofs of inclusion of the existing and proposed housing in the Township's Fair Share Plan, testimony on the nature of the "transitional housing" in the existing apartment building and designation of a recreation area on the apartment building site to encourage and support children playing onsite;

WHEREAS, the applicant granted any extension of the time for decision required by the Board as a result of the adjournment request which was granted by the Board by way of Resolution No. 2008-43;

WHEREAS, the public hearing on the application was re-opened at the Board's regular meeting on December 18, 2008;

WHEREAS, the applicant's planner, Michelle Taylor (previously sworn), principal, Kent Pipes (previously sworn), and the site manager for the seven unit apartment building, Patricia Mingin-Filoon (now sworn), each offered testimony in support of the application;

WHEREAS, additional public comment on the application was offered by neighbors: Jamie Goddard of 316 Norman Ave., and Linda Goddard of 310 Norman Ave., both previously sworn;

WHEREAS, the Florence Township Zoning Board of Adjustment has made the following findings of fact and conclusions of law:

Findings of fact:

1. The applicant, Salt & Light Company, is the owner of the subject property located at 300-320 Alden Ave. and known on the official Tax Map of the Township of Florence as Block 116, Lot 6, and the applicant therefore has standing to bring this application.
2. Salt & Light Company, Inc., made application to the Florence Township Zoning Board of Adjustment seeking approval of variances for higher than permitted density and expansion of a pre-existing nonconforming use pursuant to NJSA 40:55D-70(d), and minor subdivision and site plan approvals (with bulk variances) to permit subdivision of existing Lot 6 of Block 116 to create one New Lot upon which is proposed a new single family affordable home, and one Remainder Lot upon which the existing seven unit apartment building would subsist.
3. The Board denied Salt & Light's application by way of Resolution ZB 2007-46;
4. The applicant appealed, and the Honorable Ronald E. Bookbinder, AJSC, by way of a written decision dated November 18, 2008 memorializing his bench opinion of October 7, 2008 in Docket No. BUR-L-3485-07, granted the requested variances for higher than permitted density and expansion of the pre-existing nonconforming apartment use pursuant to NJSA 40:55D-70(d), but remanded to the Board the applications for minor subdivision and site plan approvals (with bulk variances).
5. Jurisdiction to review the instant subdivision and site plan applications is proper in the Zoning Board of Adjustment under its ancillary jurisdiction in light of the

intertwined nature of the previously granted variances for density and expansion of the pre-existing non-conforming apartment use;

6. The applicant has submitted proofs of service of notice and proof of publication, and the Board has jurisdiction to hear this application.
7. Approval of the proposed subdivision and minor site plan also requires grant of the following variances pursuant to NJSA 40:55D-70(c) from the standards of Township Ordinance §230 (NC Zone standards applicable to the apartment use) and §189 (RA standards applicable to the new single family dwelling):

<u>Lot 6 (NC Standards)</u>	<u>Required</u>	<u>Existing</u>	<u>Proposed</u>
Min. Lot Area	20,000 sq. ft.	12,000 sq. ft.	7,200 sq. ft.
Min. Lot Frontage	125 ft.	60 ft.	60 ft.*
Min. Lot Width	125 ft.	60 ft.	60 ft.*
Min. Lot Depth	150 ft.	200 ft.	120 ft.
Min. Front Yard (Alden)	60 ft.	6.66 ft.	6.66 ft.*
Min. Front Yard (James)	60 ft.	-0.52 ft.	-0.52 ft.*
Min. Side Yard	20 ft.	0.73 ft.	0.73 ft.*
<u>Lot 7 (RA Standards)</u>			
Min. Lot Area	10,000 sq. ft.	12,000 sq. ft.	4,800 sq. ft.
Min. Lot Width	100 ft.	60 ft.	60 ft.*
Min. Lot Depth	100 ft.	200 ft.	80 ft.
Max. Lot Coverage	20%		29.2%
Min. Front Yard (Norman)	25 ft.		8 ft.
Min. Front Yard (James)	25 ft.		10.8 ft.
Min. Constraint Free Circle	40 ft.		20 ft.

* indicates no change from existing lot conditions

8. The applicant's Planning Expert has testified, and the Board concurs, that the Residential Site Improvement Standards (NJAC 5:21-1.1 et seq.) are applicable to the proposed development.

9. The scope and applicability of the RSIS is set forth at NJAC 5:21-1.5(a), which states that they "...shall govern any site improvements carried out or intended to be carried out in connection with any application for residential subdivision, site plan approval, or variance before any Planning Board or Zoning Board of Adjustment created pursuant to the Municipal Land Use Law; or in connection with any other residential development approval required or issued by any municipality or agency or instrumentality thereof." There does not appear to be any explicit exemption for existing residential buildings in the text of the regulation.
10. The proposed single family dwelling on proposed Lot 7 conforms to the parking standards set forth in the Residential Site Improvement Standards(RSIS").
11. The RSIS requires 15 off-street parking spaces for the existing apartment building, but the applicant proposes to retain only 3 spaces (the initial proposal included retaining 4 spaces but the applicant agreed in the course of the December hearing to eliminate one such space in order to provide one handicapped accessible parking space). The 2 spaces inside the existing accessory garage (which is to be demolished) will be eliminated.
12. The apartment building parking arrangements will also require numerous waivers of design standards set forth in Township Ordinances in order for the Board to approve the existing parking area as a part of the minor site plan: §91-110 requires that access to parking lots be at least 20 feet from the property line, but the existing driveway is paved to the property line; §91-111 requires that each parking space be served by an internal drive to permit access without moving other vehicles, but the proposed parking is "stacked"; §91-112 requires buffering of parking lots, but none is proposed; §91-113 requires curbing of parking lots, but none is proposed; §91-114 requires a minimum aisle width of 22 ft., but no aisle is proposed; §91-117 requires landscaping in parking areas, but none is proposed; §91-118 prohibits parking in any front yard, but the proposed parking area is in the front yard.
13. The applicant justifies these waivers based upon the testimony of its principal, Mr. Pipes and Ms. Mingin-Faloon that because the building is not occupied by traditional "tenants" under lease but rather by program participants in transitional

housing under "residential contracts", they have the ability to restrict residency in the apartment building only to residents who do not have cars. There is presently only one unit in the building that remains occupied by a traditional "tenant" pursuant to a lease, and this apartment will be converted to traditional housing upon vacancy.

14. The applicant further justifies the parking related design waivers on the basis that the apartment building parking area is existing.
15. All of the dwelling units (according to the testimony offered by the applicant), existing and proposed, shall be enrolled in the Township's Affordable Housing Program pursuant to the Township's Fair Share Plan which will allow the Township to receive credit for the creation of affordable housing under the rules and regulations of the Council on Affordable Housing.
16. The applicant's Planning Expert offered as justification for the setback and other variances necessary for the proposed single family home her opinion that the RA standards are actually inappropriate for the neighborhood of the subject property in light of the pattern of surrounding development and prevailing lot sizes. Several members of the Board disagreed with where she drew the boundaries of the "neighborhood" of the subject property, and therefore her conclusion as to the inappropriateness of the RA standards. Nevertheless, the Board agreed that the benefits of the proposed affordable housing and of curing many (but not all) of the presently existing poor site conditions at the subject property would be substantial.
17. The applicant has submitted the following documents in support of its application
 - a. A completed Township of Florence Land Development Application;
 - b. A completed Township of Florence Variance Application Checklist of Submission Requirements;
 - c. A Township of Florence Tax Collector's Certification that no taxes were due on the subject property at the time of the application;
 - d. An entity ownership disclosure certification as required by law;
 - e. A minor site plan prepared by William H. Nicholson, PE, dated 09.07/07 revised 11/06/2008 comprised of three sheets: entitled "Minor Site Plan", "Grading Plan" and "Construction Details";

- f. A series of photographs of the subject property, marked into evidence in the course of the hearing as Applicant's Exhibits "A-1" through "A-2";
 - g. Renderings of the elevations of the proposed single family home marked into evidence in the course of the hearing as Applicant's Exhibits "A-3";
 - h. An aerial view of the Roebling neighborhoods surrounding the subject property marked into evidence in the course of the hearing as Applicant's Exhibits "A-4";
 - i. A copy of the Township Tax Maps for the area surrounding the subject property upon which is superimposed an analysis of conformity/ non-conformity of the properties with the standards applicable in the RAQ Zone marked into evidence in the course of the hearing as Applicant's Exhibits "A-6" (there appears to have been no Exhibit entered as "A-5");
 - j. A printout of several web pages showing a childrens' playhouse marked into evidence in the course of the hearing as Applicant's Exhibits "B-1"
18. The Board's Engineer, Dante Guzzi, P.E. of the firm Dante Guzzi Engineering Associates, LLC submitted a review letter commenting upon the application dated November 21, 2008, which is hereby incorporated into the record.
19. The Board's Planner, Robert Perry, PP, of the firm Remington & Vernick, submitted a review letter commenting upon the application dated November 24, 2008, which is hereby incorporated into the record.
20. Public comment on the application was offered by several neighbors, each duly sworn: Robert Dulo of 290 Alden Ave., Joe Bogdovics of 260 Norman Ave., John Lupex of 290 Norman Ave., Linda Goddard of 310 Norman Ave., Anthony Nutter of 230 Norman Ave., and Jamie Goddard of 316 Norman Ave. Mr. Goddard presented several photographs of children from the subject apartment building playing in the street which were marked into evidence in the course of the October hearing as Exhibits "O-1" and "O-2" and several additional photographs of conditions at the subject property were marked into evidence as Exhibits "O-3" through "O-5" at the December hearing.

Conclusions of Law:

The Board finds as follows:

1. The proposed bulk variances necessary for creation of proposed New Lot 7 and construction of a new single family affordable home upon that new lot may be granted pursuant to NJSA 40:55D-70(c)(2), subject to appropriate conditions, because the benefits of the proposed affordable housing on proposed Lot 7 and of curing many (but not all) of the presently existing poor site conditions at the subject property generally would substantially outweigh any detriments to the public good or impairment of the zone plan and zoning ordinances which would result from the proposed deviations from ordinance standards.
2. The necessary waivers from design standards detailed above concerning the parking area for the apartment building are appropriate in light of the particular conditions of the site, its use as transitional housing (not as a traditionally tenanted apartment building) and the existing status of the parking area.
3. The Board finds that it lacks jurisdiction to decide whether the proposed deviation from the RSIS standards applicable to the number of parking spaces required for the existing apartment building parking (3 provided and 15 required) falls within the *de minimus* exceptions of NJAC 5:21-3.1 or the waiver provisions of NJAC 5:21-3.2, and the Board therefore defers to the DCA these issues of interpretation of that agency's own regulations.
4. But for the variances and waivers discussed herein, the proposed subdivision and minor site plan are in conformity with Township ordinances and, subject to appropriate conditions as set forth below, are therefore entitled to approval by the Board.

NOW, THEREFORE, BE IT RESOLVED by the Florence Township Zoning Board of Adjustment in the County of Burlington and State of New Jersey that the application of Salt & Light, Company, Inc. seeking minor subdivision and site plan approvals (with bulk variances) to permit subdivision of existing Lot 6 of Block 116 to create one New Lot upon which is proposed a new single family affordable home, and one Remainder Lot upon which the existing seven unit apartment building would subsist, be, and hereby is, **APPROVED**, subject to:

The following conditions which shall be met prior to perfection of this subdivision approval:

1. The applicant shall obtain from the Department of Community Affairs Division of Codes and Standards either: (i) a finding that the requested departure from RSIS standards is a *de minimus* deviation acceptable to the DCA; (ii) a waiver of the RSIS standards for the number of parking spaces to be provided for the seven unit apartment building, or (iii) a finding that the RSIS standards are inapplicable to the existing apartment building because it is existing notwithstanding that the instant application concerns a request for variance approval to reduce the area of the apartment use by subdivision of Lot 6 and involves the elimination of the 2 parking spaces now theoretically available to the apartment building which are to be eliminated upon demolition of the garage at the subject property.
2. Revision of the applicant's site plan and subdivision drawings in accord with the specific review comments of the Board Engineer's and Planner's letters, as agreed in the course of the public hearings.
3. The applicant shall provide copies of executed agreements which enroll all of the dwelling units which are the subject of this approval in the Township's Affordable Housing Program pursuant to the Township's Fair Share Plan showing that the Township will receive credit for the creation of this affordable housing under the rules and regulations of the Council on Affordable Housing.
4. The subdivision approval shall be perfected by deed.
5. The applicant shall record in the subdivision deed creating newly configured Lot 6 a notice that the current site plan approval is valid only for use of the property as transitional housing under contractual agreements other than leases, and in the event that the use changes or reverts back to traditional tenancies created pursuant to typical landlord-tenant relationships, site plan review shall be required.
6. The applicant shall provide a playset as shown in Exhibit B-1 for the rear yard of the apartment building.
7. The applicant shall not permit the overnight parking of any commercial vehicles upon the apartment property.
8. All taxes and escrow fees for professional review must be paid current and in full.

9. Any additional development on the subject property, or any modification to any development pursuant to, or inconsistent with, this approval, shall require approval of this Board.
10. The applicant shall pursue with good faith and due diligence any and all additional approvals as may be required (including but not limited to County Planning Board subdivision and site plan approval) and shall provide the Board with copies of all reports and approvals for same, including copies of any and all applications filed.
11. Compliance with all federal, state, county and local laws, rules, regulations and obtain all other required governmental approvals which may be required in implementation of this development, including but not limited to: New Jersey Department of Environmental Protection; New Jersey Department of Transportation; Burlington County Soil Conservation District; Florence Township Sewer Department, Florence Township Office of Construction Code Enforcement and Burlington County Planning Board. Copies of all applications, permits and certifications related to such approvals shall be filed with this Board.
12. If another governmental agency grants a waiver or variance of a regulation, affecting this approval or the conditions attached to it, then this Board shall have the right to review that issue as it relates to this approval and these conditions and modify or amend the same.
13. Any permits, deeds, easements, vacations, dedications or other documents related to this proposed development shall be approved by the Board attorney and Board engineer and filed with the appropriate authority. Proof of recording with the County Clerk shall be filed with this Board.
14. The applicant shall post a performance guarantee in an amount accepted by the Township Council after recommendation by the Board and the Township engineer and in a form approved by the Township engineer and Board attorney.
15. Publication of a brief notice of this decision in the official newspaper of the municipality within 10 days of the date hereof.
16. All taxes and escrow fees for professional review must be paid current and in full.
17. Publication of a brief notice of this decision in the official newspaper of the municipality within 10 days of the date hereof.

The following conditions which shall be met prior to grant of a certificate of occupancy for the proposed new single-family dwelling:

1. The applicant shall coordinate with the Board's Planner regarding the addition of 4 shade trees along James Street and 3 shade trees along Norman Ave. The sizes, species and location of each tree shall be as directed by the Board's Planner.
2. The front porch of the new single-family dwelling shall not be enclosed.
3. The applicant shall replace all damaged sidewalk along the frontages of the subject property, and shall remove the curb cut for the existing garage and replace it with full height curbing.
4. The applicant shall install a fence along the common property line between proposed Lot 7 and existing Lot 2. The applicant shall coordinate the design and construction details of this fence with the Board's Planner.
5. All taxes and escrow fees for professional review must be paid current and in full.

The conditions of this approval shall run with the land and be binding on all successors in interest, purchasers and assignees. In the event that the applicant does not implement this approval within two years of the date hereof, this approval shall be void, unless, for good cause shown, the applicant seeks extension thereof.

MOTION TO APPROVE:

Moved by : Zekas
Seconded by : Crowell
In Favor : Fratinardo, Glebocki, Groze, Zekas, Crowell
Opposed : None
Abstained : Emerick, Montgomery
Absent : Taylor, Peterson

MOTION TO ADOPT RESOLUTION:

Moved by: : Fratinardo
Seconded by: : Groze
In Favor : Fratinardo, Groze, Zekas, Crowell
Opposed : None
Abstained : None

**FLORENCE TOWNSHIP
ZONING BOARD OF ADJUSTMENT**

Dated: 1/27/09

B. Michael Zekas
Chairman

CERTIFICATION

BE IT REMEMBERED that the within written Resolution was duly adopted at a regular meeting of the Florence Township Zoning Board of Adjustment held on January 27, 2009 and memorializes a decision taken by the Board on December 18, 2008.

Dated: 1-27-09

[Signature]
Secretary

EXHIBIT W3

Third Round: Market to Affordable Program Documentation

Salt/Light: Scattered Sites/25-5 Tollgate

Agreement

25-5 Tollgate Deed Restriction

RECORDING INFORMATION SHEET

 49 RANCOCAS RD,
MT. HOLLY, NJ 08060

INSTRUMENT NUMBER:

5272610

DOCUMENT TYPE:

DECLARATION OF RESTRICTIONS

Official Use Only

Document Charge Type MUNICIPAL-DECLARATION OF RESTRICTIONS

Return Address (for recorded documents)

 RICHARD A BROOK
MUNICIPAL COMPLEX
711 BROAD ST
FLORENCE NJ 08518

 TIMOTHY D. TYLER
BURLINGTON COUNTY

 RECEIPT NUMBER
8377476

 RECORDED ON
January 11, 2017 3:27 PM

 INSTRUMENT NUMBER
5272610

 BOOK: OR13258
PAGE: 9040

 No. Of Pages
(Excluding Recording Information and/or Summary Sheet) 3

Consideration Amount \$0.00

Recording Fee \$8.00

Realty Transfer Fee \$0.00

Total Amount Paid \$8.00

Municipality FLORENCE TWP

Parcel Information Block: 155.25

Lot: 5

First Party Name SALT & LIGHT CO INC

Second Party Name FLORENCE TWP

Additional Information (Official Use Only)

RECEIVED

FEB 21 2017

 CLERK'S OFFICE
FLORENCE, NEW JERSEY


5272610

Ctrl Id: 5481790 Recording Clerk: dcoco

***** DO NOT REMOVE THIS PAGE. *****
COVER SHEET (DOCUMENT SUMMARY FORM) IS PART OF BURLINGTON COUNTY FILING RECORD
***** RETAIN THIS PAGE FOR FUTURE REFERENCE. *****

MANDATORY DEED RESTRICTION FOR RENTAL PROJECTS

Deed Restriction

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

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

THIS DEED RESTRICTION, entered into as of this the 21st day of September, 2016, by and between the Township of Florence (the "Township") with offices at 711 Broad Street, Florence, NJ 08518 and The Salt and Light Company, Inc. ("Salt and Light") a New Jersey non-profit corporation having offices at 1841 Burlington-Mt. Holly Road (Co. Route 541), Westampton, NJ 08060, the developer/sponsor (the "Owner") of a residential very-low or low-income rental project (the "Project"):

WITNESSETH

Article 1. Consideration

In consideration of benefits and/or right to develop received by the Owner from the Municipality regarding this rental Project, the Owner hereby agrees to abide by the covenants, terms and conditions set forth in this Deed restriction, with respect to the land and improvements more specifically described in Article 2, hereof (the Property).

Article 2. Description of Property

The Property consists of all of the land, and improvements thereon, that is located in the municipality of Florence Township, County of Burlington, State of New Jersey, and described more specifically as Block No. 155.25 Lot No. 5, and known by the street address:

25-5 Florence Tollgate
Florence, NJ 08518

Article 3. Affordable Housing Covenants

The following covenants (the "Covenants") shall run with the land for the period of time (the "Control Period"), determined separately with respect for each dwelling unit, commencing upon the earlier of the date hereof or on the date which the first certified household occupies the unit, and shall expire as determined under the Uniform Controls, as defined below.

In accordance with N.J.A.C. 5:80-26.11, each restricted unit shall remain subject to the requirements of this subchapter, the "Control Period," until the municipality in which the unit is located elects to release

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BURLINGTON COUNTY
CLERK

the unit from such requirements. Prior to such a municipal election, a restricted unit must remain subject to the requirements of this subchapter for a period of at least 30 years.

- A. Sale and use of the Property is governed by regulations known as the Uniform Housing Affordability Controls, which are found in New Jersey Administrative Code at Title 5, chapter 80, subchapter 26 (N.J.A.C. 5:80-26.1, *et seq.*, the "Uniform Controls").
- B. The Property shall be used solely for the purpose of providing rental dwelling units for very-low or low-income households, and no commitment for any such dwelling unit shall be given or implied, without exception, to any person who has not been certified for that unit in writing by Salt and Light. So long as any dwelling unit remains within its Control Period, sale of the Property must be expressly subject to these Deed Restrictions, deeds of conveyance must have these Deed Restrictions appended thereto, and no sale of the Property shall be lawful, unless approved in advance and in writing by the Township.
- C. No improvements may be made to the Property that would affect the bedroom configuration of any of its dwelling units, and any improvements to the Property must be approved in advance and in writing by the Township.
- D. The Owner shall notify the Township of any foreclosure actions filed with respect to the Property within five (5) business days of service upon Owner.
- E. The Owner shall notify the Township within three (3) business days of the filing of any petition for protection from creditors or reorganization filed by or on behalf of the Owner.

Article 4. Remedies for Breach of Affordable Housing Covenants

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


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

IN WITNESS WHEREOF, the Township and the Owner have executed this Deed Restriction in triplicate as of the date first above written.

Salt and Light

Company, Inc.


BY:

 , Pres.
Kent Pipes

Title

APPROVED BY Township of Florence

BY:


Craig H. Wilkie, Mayor

ACKNOWLEDGEMENTS

On this the 30th day of September, 2016 before me came Kent Pipes, and known to me to be President, the Owner of the Property, who states that (s)he has signed said Agreement for the purposes stated therein.


NOTARY PUBLIC

JENISE N. SILINSKY
NOTARY PUBLIC OF NEW JERSEY
Comm. # 50038513
My Commission Expires 5/17/2021

On this the 21st day of September, 2016 before me came Craig H. Wilkie and known to me to be Mayor of the Township of Florence, the Municipality identified as such in the foregoing Agreement, who states that (s)he is duly authorized to execute said Agreement on behalf of said Municipality, and that (s)he has so executed the foregoing Agreement for the purposes stated therein

NOTARY PUBLIC



JOY M. WEILER
NOTARY PUBLIC OF NEW JERSEY
ID # 50036480
My Commission Expires 4/13/2021

**SPECIAL WARRANTY DEED
FOR NEW JERSEY**

351-243451
ST 8914

Prepared by:
SECRETARY OF HOUSING AND URBAN DEVELOPMENT

By: 
Shirley Bryant, Director, REO Division

THIS INDENTURE,

Made the 5th day of May, 1999, between

**Andrew M. Cuomo, Secretary of Housing and Urban Development of Washington, D.C.,
acting by and through the Federal Housing Commissioner, party of the first part,**

AND

The Salt & Light Company, Inc.

of 717 W. 2nd Street, Township of Florence, Burlington County,
New Jersey

party(ies) of the second part.

WITNESSETH, That the said party of the first part, for and in consideration of the sum of
Thirty eight thousand four hundred dollars

(\$38,400.00) lawful money of
the United States of America, to him in hand well and truly paid, by the said party(ies) of the second part, at
or before the sealing and delivery of these presents, the receipts whereof is hereby acknowledged, and the
said party of the first part being therewith fully satisfied, contented and paid, has given, granted, bargained,
sold, aliened, released, enfeoffed, conveyed and confirmed and by these presents does give, grant,
bargain, sell, alien, release, enfeoff, convey and confirm unto the said party(ies) of the second part, forever,
all those lands and premises specifically described as follows:

ALL that certain land and premises situate, lying and being in the
Township of Florence, Burlington County, New Jersey, bounded and
described as follows:

BEGINNING at a point for a corner to Tax Map Lot 14 in the
Northerly line of Second Street (50 feet wide) at a distance of
172.00 feet measured in a Westerly direction from the
intersection of the said Northerly line of Second Street with the
Westerly line of Iron Street (50 feet wide); thence

(1) extending from said point of beginning along the said
Northerly line of Second Street in a Westerly direction a
distance of 30.00 feet to a point for a corner to Tax Map 5; thence

(2) extending along said Tax Map Lot 5 in the Northerly direction
at right angles to Second Street a distance of 117.50 feet to a
point for a corner in the line of Tax Map Lot 4; thence

(3) extending along said Tax Map Lot 4 in an Easterly direction
parallel with Second Street a distance of 30.00 feet to a point
for a corner to the aforementioned Tax Map Lot 14; thence

(4) extending along said Tax Map Lot 14 in a Southerly direction
at right angles to Second Street a distance of 117.50 feet to the
first mentioned point and place of beginning.

BEING known as Lot 10, Block 16 as shown on the Township of
Florence Tax Map.

COMMONLY known as 717 W. 2nd Street

BEING the same property acquired by the party of the first part pursuant to the provisions of
the National Housing Act, as amended (12 USC 1701 et seq.) and the Department of Housing and Urban
Development Act (79 Stat. 667).

THIS DEED IS NOT TO BE IN EFFECT UNTIL:

5/17/99

085696 PG 12

TOGETHER with all and singular the houses, buildings, trees, ways, waters, profits, privileges, and advantages, and with the appurtenances to the same belonging or in anyway appertaining: AND ALSO all the estate, right, title, interest, property, claim and demand whatsoever, of the said party of the first part, of, in and to the same, and of, in and to every part and parcel thereof:

TO HAVE AND TO HOLD, all and singular the above described land and premises, with the appurtenances, to the only proper use, benefit and behoove of the said party(ies) of the second part, and the heirs and assigns of said party(ies) of the second part, forever:

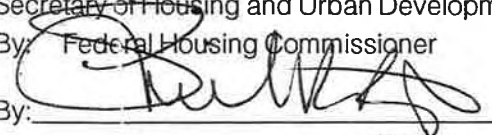
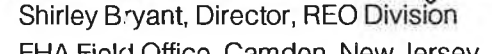
SAID CONVEYANCE is made SUBJECT to all covenants, easements, restrictions, reservations, conditions and rights appearing of record against the above described property, also SUBJECT to any state of facts which an accurate survey of said property would show:

AND THE SAID party of the first part, for himself, his successors and assigns, and all claiming by, through or under him, does covenant, promise and agree to and with the said party(ies) of the second part, and the heirs and assigns of said party(ies) of the second part, that he has not made, done, committed, executed or suffered any act or acts, thing or things whatsoever, whereby or by means whereof the above mentioned and described premises, or any part, or parcel, thereof, now are, or at any time hereafter shall or may be impeached, charged, or encumbered, in any manner or way whatsoever;

IN WITNESS WHEREOF the undersigned has set his hand and seal as CHIEF PROPERTY OFFICER, FHA FIELD OFFICE, CAMDEN, NEW JERSEY, for and on behalf of the said Secretary of Housing and Urban Development, under authority and by virtue of the Code of Federal Regulations, Title 24, Chapter II, Part 200, Subpart D, and 35 F.R., 16101 (10-14-70) as amended.

Signed, sealed and delivered
in the presence of:

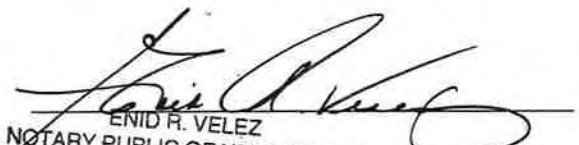


Andrew M. Cuomo
Secretary of Housing and Urban Development
By:  Federal Housing Commissioner
By: 
Shirley Bryant, Director, REO Division
FHA Field Office, Camden, New Jersey

STATE OF NEW JERSEY, COUNTY OF BURLINGTON

SS.:

I CERTIFY that on MAY 5, 1999, Shirley Bryant personally came before me and stated to my satisfaction that this person:
(a) was the maker of this Deed;
(b) executed this Deed as her own act; and
(c) made this Deed for \$38,400.00 as the full and actual consideration paid or to be paid for the transfer of title. (Such consideration is defined in N.J.S.A. 46:15-5.)


ENID R. VELEZ
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Sept. 19, 2001

Old Republic National Title Insurance Company

SCHEDULE C

Commitment No. 120309

The land referred to in this Commitment is described as follows:

ALL THAT CERTAIN land and premises situate, lying and being in the Township of Florence, County of Burlington and State of New Jersey, bounded and described as follows:

BEGINNING at a point for a corner to Tax Map Lot 14 in the Northerly line of Second Street (50 feet wide) at a distance of 172.00 feet measured in a Westerly direction from the intersection of the said Northerly line of Second Street with the Westerly line of Iron Street (50 feet wide); thence,

(1) extending from said point of beginning along the said Northerly line of Second Street in a Westerly direction, a distance of 30.00 feet to a point for a corner to Tax Map Lot 5; thence,

(2) extending along said Tax Map Lot 5 in a Northerly direction at right angles to Second Street, a distance of 117.50 feet to a point for a corner in the line of Tax Map Lot 4; thence,

(3) extending along said Tax Map Lot 4 in an Easterly direction parallel with Second Street, a distance of 30.00 feet to a point for a corner to the aforementioned Tax Map Lot 14; thence,

(4) extending along said Tax Map Lot 14 in a Southerly direction at right angles to Second Street, a distance of 117.50 feet to the first mentioned point and place of BEGINNING.

FOR INFORMATION ONLY: Being Lot 10 Block 16 on the tax map of the Township of Florence.

MB7572 PG866

THIS POSTPONEMENT is made on the 19th day of December 2005

BETWEEN the Mortgage Holder, the State of New Jersey, Department of Community Affairs, EMERGENCY SHELTER SUPPORT PROGRAM (hereinafter referred to as the "Lender"), having its principal office at 101 South Broad Street, Trenton, New Jersey 08625-0806.

AND the New Lender, The Community Preservation Corporation having its principal office located at 75 Montgomery Street, 5th floor, Jersey City, New Jersey.

Present Mortgage. Lender is the holder of a Mortgage referred to as the "Present Mortgage." The Present Mortgage is dated May 17, 1999 and was made by The Salt and Light Company, Inc., a New Jersey Corporation, to the State of New Jersey, Department of Community Affairs, Emergency Shelter Support Program. The Present Mortgage was recorded on June 15th 1999, in the Burlington County Recorder of Deeds Office in Mortgage Book 7572, at Page 860. The Lender also holds a Mortgage Note that is secured by the Present Mortgage. The Present Mortgage covers property located at 1 Ridge View, Willingboro; 140 Alden Avenue, Roebling; 275 Green Street, Unit 4J-5 (Arbor Green Condominiums, Edgewater Park; 327 Borden Street, Bordentown; 717 W. Second Street, Florence and 929 Rigg Road, Burlington, Burlington County, New Jersey, and more particularly described on Schedule A attached hereto (the "Project"). The original amount of the Mortgage Note, which was secured by the Present Mortgage, was \$370,000.00. 314,700

New Mortgage. The New Lender is about to make a First Mortgage on the Project in the sum of \$1,387,648.00, which will be secured by a mortgage covering the Project, the same property as the Present Mortgage, referred to as the "New Mortgage." 526,000

Postponement. The Present Mortgage and all amendments thereto, whenever made, will be subject, subordinate and inferior in priority to the New Mortgage and all amendments thereto, whenever made. This includes all renewals and extensions of the New Mortgage. The Lender has received good and valuable consideration for making this Postponement, and the Lender desires to grant this Postponement to induce the New Lender to make the loan secured by the New Mortgage.

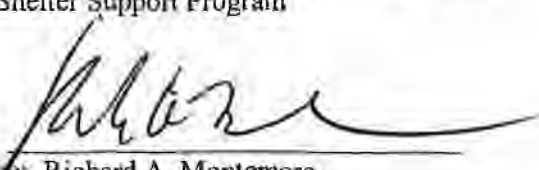
Continuing Effect. This Postponement changes only the priority of the Present Mortgage. The Present Mortgage remains in effect in all other respects.

Who is Bound. This Postponement is binding upon the Lender and all who succeed to the Lender's rights as holder of the Present Mortgage.

Signatures. The Lender agrees to this Postponement. This Postponement has been duly executed by the Lender on the date first above written.

In the presence of:

State of New Jersey Department of Community Affairs
Emergency Shelter Support Program

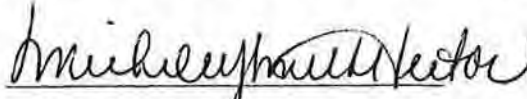
By: 
Name: Richard A. Montemore
Title: Administrator

Hereunto Duly Authorized

sent by e-mail
5/4/06

STATE OF NEW JERSEY, COUNTY OF MERCER: SS

BE IT REMEMBERED, that on this 19th day of December 2005, before me, the subscriber, a Administrator of the State of New Jersey, personally appeared Richard A. Montemore, who, being duly sworn on his oath, acknowledges and makes proof to my satisfaction, that he/she is the Administrator in the State of New Jersey, Department of Community Affairs, Division of Housing Production, the Lender named in the within Instrument, that the execution as well as the making of this Instrument has been duly authorized by said Lender as for the voluntary act and deed of the said Lender, in the presence of deponent, who thereupon subscribed his name thereto.



MICHELE Y. SMITH-HECTOR

Notary Public of New Jersey

Commission Expires 10/20/2010

RECORD AND RETURN TO:

**Department of Community Affairs
Division of Housing Production
Emergency Shelter Support Program
101 South Broad Street, 5th floor - POB 806
Trenton, New Jersey 08625-0806**

RESOLUTION NO. 2017-119

**APPROVE AFFORDABLE HOUSING AGREEMENT
WITH THE SALT AND LIGHT COMPANY, INC AND
COMMITMENT OF AFFORDABLE HOUSING TRUST
FUNDS IN ACCORDANCE WITH P.L. 2008, c.46
(N.J.S.A. 52:27D-329.2)**

WHEREAS, Florence Township entered into a settlement agreement with Fair Share Housing Center ("FSHC") which terms established the Township's three-part Third Round fair share affordable housing obligation; and

WHEREAS, pursuant to the executed settlement agreement with FSHC, Florence Township has a 378-Unit Third Round obligation; and

WHEREAS, as means to address the Township's 378-unit Third round obligation, the Township counted on a prior approval for Salt and Light Company, Inc. ("Salt and Light") to produce four (4) affordable family rental housing units at 111 Norman Avenue in the Township; and

WHEREAS, the Township desires to enter into an agreement with Salt and Light to formally replace the four (4) affordable rental units and four (4) rental bonuses totaling eight (8) credits/bonuses proposed at 111 Norman Avenue with the requirement for Salt and Light to produce ten (10) affordable family rental units scattered throughout the Township which shall be eligible for at least four (4) rental bonuses totaling 14 credits/bonuses; and

WHEREAS, Florence Township will acquire 111 Norman Avenue from Salt and Light for municipal purposes through payment of \$150,000 by either general municipal revenue or municipal bonding as reflected in Ordinance #2017-17 with the authorization for acquisition reflected in Ordinance #2017-14; and

WHEREAS, the Township will commit funding for the Salt and Light 10-unit scattered site affordable family rental program from the Florence Township affordable housing trust fund, and

WHEREAS, in accordance with the requirements of P.L. 2008, c.46 (N.J.S.A. 52:27D-329.2), as further clarified by subsequent Appellate Division decisions, the Township of Florence ("Township") is required to commit to the expenditure of funds in its affordable housing trust fund within four (4) years from the date of the Superior Court grant of Third Round compliance and repose; and

WHEREAS, the Township of Florence commits to working with Salt and Light to provide ten (10) affordable family rental units dispersed throughout the Township; and

WHEREAS, pursuant to the terms of the executed FSHC agreement, the Township shall amend its Third Round Housing Element and Fair Share Plan and Third Round spending plan to reference the Township of Florence's commitment with Salt and Light in order to receive 10 affordable family rental credits and at least four (4) Third Round rental bonuses; and


WHEREAS, the Affordable Housing Agreement being approved herein is for the Salt and Light development of ten (10) affordable family rental units dispersed throughout the Township to more than replace the four (4) previously approved but not constructed affordable family rental units at 111 Norman Avenue; and

WHEREAS, the Township has committed funding in the amount of \$405,000 to Salt and Light from the Township's affordable housing trust fund, and

WHEREAS, it is in the best interests of the community to adopt this Resolution approving an Affordable Housing Agreement with Salt and Light with the provisions contained therein, and committing the expenditure of affordable housing trust funds in the amount of \$405,000 to Salt and Light (\$45,000 for one (1) very low income unit, \$65,000 for one (1) low income unit, 40,000 for three (3) low and \$35,000 for five (5) moderate-income units) so that the Township can continue to provide affordable housing opportunities pursuant to its affordable housing program.

NOW, THEREFORE, BE IT RESOLVED, by the Council of the Township of Florence, County of Burlington, State of New Jersey that the Township of Florence hereby approves the attached Affordable Housing Agreement with Salt and Light for the development of ten (10) affordable family rental units dispersed throughout the Township as noted above which specifically will replace four (4) affordable units proposed at 111 Norman Avenue in its amended Third Round affordable housing plan; authorizes the commitment, transfer, and/or expenditure of funds in accordance with the Agreement; and authorizes the execution of any and all documents related to the Affordable Housing Agreement.

I, **NANCY L. ERLSTON**, Acting Clerk of the Township of Florence, County of Burlington, State of New Jersey, do hereby certify that the foregoing Resolution is a true copy of the Resolution approved by Township Council at their May 17, 2017 meeting.


NANCY L. ERLSTON,
Acting Township Clerk

Note: *This Resolution authorizes an Affordable Housing Agreement with Salt and Light for the development of ten (10) affordable family rental housing units to more than offset the replacement of four (4) affordable family rental housing units at 111 Norman Ave.*

**AFFORDABLE HOUSING AGREEMENT
BETWEEN
FLORENCE TOWNSHIP
AND
THE SALT AND LIGHT COMPANY, INC**

THIS AGREEMENT is made on this 27th day of May, 2017 by and between the **TOWNSHIP OF FLORENCE**, a municipal corporation of the State of New Jersey, with offices at 711 Broad Street, Florence, New Jersey 08518 ("Township") and **SALT AND LIGHT COMPANY, INC.** ("Salt and Light"), a New Jersey non-profit corporation with offices at 1841 Burlington-Mt. Holly Road (Co. Route 541), Westampton, New Jersey 08060.

WHEREAS, the New Jersey Fair Housing Act, N.J.S.A. 52:27D-301, et seq. requires each municipality in New Jersey to provide its fair share of affordable housing; and

WHEREAS, on March 10, 2015, the Supreme Court issued a decision entitled In the Matter of the Adoption of N.J.A.C. 5:96 and 5:97 by the New Jersey Council on Affordable Housing, 221 N.J. 1 (2015), which directed trial courts to assume COAH's functions, to assure that each municipality has in place a plan to fulfill its obligation to provide affordable housing pursuant to COAH's rules and regulations, as described in NJAC 5:93 et seq.; and

WHEREAS, Florence Township entered into a settlement agreement with Fair Share Housing Center ("FSHC") which terms established the Township's three-part Third Round fair share affordable housing obligation; and

WHEREAS, as means to address the Township's 378-unit Third Round obligation, the Township counted on a prior approval for Salt and Light to produce four (4) affordable family rental housing units at 111 Norman Avenue in the Township; and

WHEREAS, 111 Norman Avenue was previously approved for four (4) family affordable rental units and four (4) Third Round rental bonuses providing a total of eight (8) affordable housing credits/bonuses; and

WHEREAS, the Township intends to acquire the property at 111 Norman Avenue for municipal purposes for \$150,000 pursuant to bond ordinance #2017-17 and acquisition ordinance #2017-14; and

WHEREAS, Salt and Light is an experienced developer, operator and administrator of affordable family rental housing; and

WHEREAS, the Township wishes to enter into this agreement with Salt and Light to more than replace the four (4) affordable family rental housing units and four (4) Third Round rental bonuses with the development of ten (10) affordable family rental units in dispersed sites throughout the Township and at least four (4) Third Round rental bonuses to help to meet its Third Round affordable housing obligation; and

WHEREAS, the scattered site development of ten (10) affordable family rental units by Salt and Light will more than take the place of the four (4) affordable family rental units proposed but not

constructed at the 111 Norman Avenue 100% affordable housing development which will be reflected in the Township's amended Third Round Plan (Plan) at the time the Plan is due to be submitted to reflect the Township's settlement agreement with FSHC.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein the parties agree as follows:

1. PURPOSE OF AGREEMENT

The Township and Salt and Light agree that the purpose of the Agreement is to 1). Enable the Township to acquire 111 Norman Avenue from Salt and Light for \$150,000 for future municipal purposes; and 2). Enable the Township to continue to satisfy its affordable housing obligation by providing financial assistance to Salt and Light for the operation and administration of family rental affordable housing in properties distributed throughout the Township. Ten (10) affordable family rental units will be developed and dispersed through the community in different housing types such as single family detached and attached, condominiums or apartments to provide housing for families of very low, low and moderate incomes. Salt and Light will provide five (5) family rental units affordable to moderate income households, four (4) family rental units affordable to low income households and one (1) family rental unit affordable to a very low income household. The units will meet COAH's regulations at N.J.A.C. 5:93 and the Uniform Housing Affordability Controls ("UHAC") standards defined in N.J.A.C. 5:80-26.1 et seq., with the exception that the UHAC requirement for 10% very low-income units at 35% of the regional median income is replaced by the statutory requirement per N.J.S.A. 52:27D-329.1 of 13% very low-income units at 30% of the regional median income.

2. PROPERTY INCLUDED IN AGREEMENT

Salt and Light will provide ten (10) affordable family units to be dispersed throughout the Township.

3. TOWNSHIP SUBSIDY FOR SCATTERED SITE PROGRAM

Salt and Light has represented that it may seek financing from other New Jersey affordable housing related agencies for the scattered site development and seeks assurance from the Township that it will provide a subsidy in the amount of \$35,000 for each of the five (5) moderate income units, \$65,000 for one (1) low income unit, \$40,000 for three (3) low income units and \$45,000 for the one (1) very low income unit for a total contribution of \$405,000. The Township will transfer the subsidy in accordance with Section 6 below. Salt and Light represents that it will provide the Township Clerk with a copy of the required Declaration of Covenants, Conditions and Restrictions - Implementing Affordable Housing Controls once the document has been filed with Burlington County. The 30-year affordability controls will apply to ten (10) affordable family rental housing units dispersed throughout the community.

4. DEVELOPMENT ACTIVITIES

Salt and Light will be responsible for acting as development sponsor. Salt and Light will be responsible for the preparation of any desired future funding applications to the State of New Jersey involving the dispersed sites. Salt and Light shall acquire the ten (10) properties within three (3) years

of the execution of this agreement or within such period of the Third Round as required by the Superior Court as part of the Township's Third Round Judgment of Compliance and Repose.

5. PAYMENT IN LIEU OF TAXES/ CONTRIBUTION TO FLORENCE TOWNSHIP

The Township agrees to enter into a payment in lieu of taxes for a period of thirty (30) years from the Effective Date (as provided in Subparagraph C below) for each of the ten (10) Property(s) acquired by Salt and Light. Salt and Light agrees to make payments yearly to the Township in accordance with the payment agreement. Upon the expiration of this Agreement at the end of the 30-year period, nothing contained in this Paragraph shall prevent the Township and Salt and Light from extending the controls for an additional 30-year time period and requesting another 30-year payment agreement.

- A. **CALCULATION OF PAYMENT.** Salt and Light shall pay a yearly contribution to Florence Township equal to the municipality portion of taxes at the time of acquisition of each property based on the assessment in the municipal tax record.

The aforementioned amount shall increase by 2% every five (5) years.

- B. **PAYMENT.** The total annual amount of the payment agreement shall not be altered without the consent of both parties. Payment will be sent to the Florence Township Chief Financial Officer on or before September 1st of each year beginning with the effective date of the payment agreement, as set forth in subparagraph C, below. Any failure of Salt and Light to make the payments when due shall be treated by the Township in the same manner as it would treat any other property taxpayer within the Township.
- C. **EFFECTIVE DATE.** The Effective Starting Date for the payment for each of the ten (10) properties shall be at the time of Salt and Light's acquisition of each property. The Township Tax Collector shall mail a bill to Salt and Light annually which shall reflect the above figures.

6. CONTINGENCIES

This Agreement is contingent upon the Superior Court granting the Township a Third Round order of compliance and repose that includes at least fourteen (14) Third Round credits (ten (10) family affordable rental units and four (4) Third Round rental bonuses) as a result of this Agreement. In the event that either party is unable to satisfy these contingencies, then either party may terminate this Agreement upon written notice as to any Property not certified by the Court at that time with ninety (90) days written notice. The payment for development work will be made within 30 days of the Township receiving proof from Salt and Light that the required Declaration of Covenants, Conditions and Restrictions - Implementing Affordable Housing Controls have been filed with Burlington County for each of the ten (10) properties and proof of Salt and Light ownership.

7. COMPLIANCE WITH COAH'S RULES AND MAINTENANCE OF PROJECT

Salt and Light agrees that all units shall be affordable family rental units and shall be

marketed, rented, occupied and maintained in strict compliance with COAH's rules and regulations, both present and future, including, but not limited to 30-year controls on affordability and affirmative marketing. Further, Salt and Light shall assume responsibility for determining eligibility based upon income requirements and for the filing of all COAH and/or Court-required monitoring and reporting forms in a timely fashion in accordance with N.J.A.C. 5:93. Salt and Light shall comply with all existing building, property maintenance and health codes and shall keep on file with the Township Clerk the name and address of the property manager and other contact information as may be required.

8. PROPERTY TAXES AND WATER & SEWER CHARGES

The Township and Salt and Light agree that since the units noted above will be counted as credits towards Florence Township's Affordable Housing Plan, Salt and Light will make a yearly payment to the Township in lieu of paying full property taxes. This payment is done under the fair housing laws in the State of New Jersey. The payment in lieu of taxes shall be in accordance with the provisions of Paragraph 5 above.

Water and Sewer Charges for the ten (10) separate affordable family rental units are paid directly to Florence Township and shall continue in this manner. The Township shall handle water and sewer charges in the same manner it does for all other customers of the utility.

9. DEFAULT

In the event that any party shall fail to perform any undertaking required to be performed by it pursuant to the terms of this Agreement, unless such obligation is waived in writing by the party or parties for whose benefit such obligation was intended, such failure to perform shall constitute an event of default under this Agreement. In the event of default, the non-defaulting party shall have available any and all rights and remedies that may be provided in law or in equity, including, but not limited to the right of specific performance and/or the right to bring a motion in aid of litigant's rights. Prior to such proceedings, there shall be an opportunity to cure said alleged default as follows: (i) the benefited party shall notify the defaulting party of such alleged default specifying the nature of the default, (ii) the defaulting party shall thereafter have thirty (30) business days to effect a cure; (iii) the benefitted party shall promptly notify the defaulting party of its acceptance of the proposed cure, or its alternative election to seek judicial remedies.

10. NOTICES

All notices required under this Agreement shall be in writing and shall be given by certified mail, return receipt requested, or by recognized overnight personal carriers with certified proof of receipt, and by duplicate facsimile transmission if under 25 pages. All notices shall be deemed received upon the date of delivery which is set forth in the mailing certifications by the mail or delivery services used, and all times for performance based upon such notices, shall be from the date set forth in such proof of delivery. The persons and entities to receive notice shall be as follows:

To Developer:

The Salt and Light Company, Inc.
1841 Burlington-Mt. Holly Road (Co. Rt. 541)
Westampton, NJ 08060-1069
Attn: Kent R. Pipes, President
Telecopier No. 609-261-2147

To the Township:

Richard A. Brook, Administrator
Florence Township Municipal Building
711 Broad Street
Florence, NJ 08518
Telecopier No. 609-499-1186

With a copy to:

Nancy Erlston, Acting Township Clerk,
Florence Township Municipal Building
711 Broad Street
Florence, NJ 08518
Telecopier No. 609-499-1186

With a copy to:

Sandra A. Blacker, CFO
Florence Township Municipal Building
711 Broad Street
Florence, NJ 08518
Telecopier No. 609-499-1186

11. MISCELLANEOUS

Captions. Captions and titles to this Agreement are inserted for the purposes of convenience and reference only, and are in no way to be construed as limiting or modifying the scope and intent of the various purposes and provisions of this Agreement.

Cooperation. The parties expressly agree to cooperate with each other in order to effectuate and carry out the purposes of this Agreement to provide affordable housing to satisfy the Township's fair housing obligations. Salt and Light further agrees to participate in any proceedings before the Court as the Superior Court may request.

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

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

Validity. In the event that one or more of the provisions of this Agreement shall be held to be invalid, unenforceable or void, the parties shall within thirty (30) days of such determination, attempt to restructure this Agreement consistent with its underlying intent. If the parties fail to resolve such a restructuring, then either party may terminate this Agreement.


Preparation. The parties acknowledge that this Agreement has been jointly prepared by the parties' attorneys. Therefore, this Agreement shall be construed on a parity among the parties and any presumption for resolving ambiguities against the drafter shall not apply.

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

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year as set forth in this Agreement.

Attest:

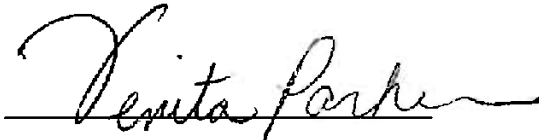
TOWNSHIP OF FLORENCE
A Municipal Corporation of the State of
New Jersey

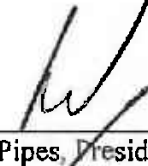

Nancy L. Eriston,
Acting Township Clerk

By: 
Craig H. Wilkie, Mayor

Attest:

Salt and Light Company, Inc, a New Jersey
Non-Profit Corporation



By: 
Kent R. Pipes, President

Market to Affordable Manual including proforma and
affirmative marketing language to be provided at a later
date

EXHIBIT X

Third Round: Supportive and Special Needs Housing
Documentation

Supportive and Special Needs Housing
Transitional Housing Inc- 340 Alden - completed

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

**Rehabilitated Rental Property
With Covenants Restricting Rentals, Conveyance and Improvements
And Requiring Notice of Foreclosure and Bankruptcy**

THIS DEED RESTRICTION, entered into as of this the 25th day of March 2013, by and between the Township of Florence, with offices at 711 Broad St., Florence, NJ 08518, and The Salt and Light Company, Inc. [a New Jersey Non-Profit Corporation having offices] at 1060 Monmouth Road (PO Box 249) Mt. Holly, NJ 08060 the owner (the "Owner") of a residential low or moderate income rental property (the "Property"):

WITNESSETH

Article 1. Consideration

In consideration of the subsidies received by the Owner from the Municipality regarding this rental Property, the Owner hereby agrees to abide by the covenants, terms and conditions set forth in this Deed restriction, with respect to the land and improvements more specifically described in Article 2, hereof (Description of Property).

Article 2. Description of Property

The Property consists of all of the land, improvements thereon and six (6) affordable housing units, that is located in the municipality of Florence Township, County of Burlington, State of New Jersey, and described more specifically as Block No. 116 Lot No. 5 on the official tax map of the Township of Florence and known by the following street address: 340 Alden Avenue, Roebling, NJ 08554. There are two (2) buildings located at 340 Alden Avenue. The front building consists of four (4) affordable housing units and the separate building at the rear of the property contains two (2) affordable housing units.

Article 3. Affordable Housing Covenants

The following covenants (the "Covenants") shall run with the land for a period of thirty (30) years, determined separately with respect for each restricted unit, beginning on the date the restricted unit has undergone final inspection as set forth in the contract entered into by and between the Owner and Municipality in consideration of the subsidy received by Owner for said improvements and ending after the Property occupied by an income eligible household shall become vacant, (the "Control Period").

- A. Sale, rental and use of the Property is governed by regulations known as the Uniform Housing Affordability Controls, which are found in New Jersey Administrative Code at Title 5, chapter 80, subchapter 26 (N.J.A.C. 5:80-26.1, *et seq*, the "Uniform Controls").

RECEIVED
13 MAR 21 P 2:44
BURLINGTON COUNTY
CLERK

- B. The Property shall be used solely for the purpose of providing special needs, supportive housing and rental dwelling units for very low-, low- or moderate-income households, and no commitment for any such dwelling unit shall be given or implied, without exception, to any person who has not been certified for that unit in writing by the Owner. . So long as any dwelling unit remains within its Control Period, sale of the Property must be expressly subject to these Deed Restrictions, deeds of conveyance must have these Deed Restrictions appended thereto, and no sale of the Property shall be lawful, unless approved in advance and in writing by the Township.
- C. No improvements may be made to the Property that would reduce the number of bedrooms of any of its dwelling units.
- D. The Owner shall notify the Township Administrator of any foreclosure actions filed with respect to the Property within five (5) business days of service upon Owner.
- E. The Owner shall notify Township Administrator within three (3) business days of the filing of any petition for protection from creditors or reorganization filed by or on behalf of the Owner.

Article 4. Foreclosure

- A. This Restriction shall not be terminated in the event of a Judgment of Foreclosure on the properties that include Affordable Housing Units that are designated as rental units.
- B. The terms and restrictions of this Agreement shall be subordinate to the existing mortgage liens of record as of March 20, 2013, and in no way shall impair the existing mortgagee's ability to exercise the contract remedies available in the event of any default of such mortgage as set forth in the mortgage documents for this Property.

Article 5. Remedies for Breach of Affordable Housing Covenants

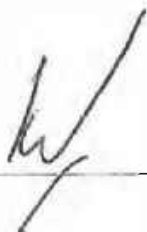
A breach of the Covenants will cause irreparable harm to the Township and to the public, in light of the public policies set forth in the New Jersey Fair Housing Act, the Uniform Housing Affordability Control rules found at N.J.A.C. 5:80-26, and the obligation for the provision of low and moderate-income housing.

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

IN WITNESS WHEREOF, the Township and the Owner have executed this Deed Restriction in triplicate as of the date first above written.

THE SALT AND LIGHT COMPANY, INC., OWNER

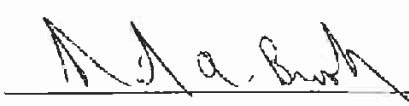
BY: _____



Kent R. Pipes
President / CEO

APPROVED BY FLORENCE TOWNSHIP


BY: _____



Richard A. Brook
Township Administrator

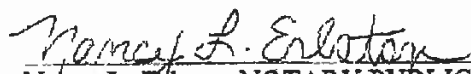
ACKNOWLEDGEMENTS

On this the 20th day of March, 2013 before me came Kent R. Pipes, to me known and known to me to be the President of The Salt and Light Company, Inc., the Owner of the Property, who states that he has signed said Agreement for the purposes stated therein.


Nancy L. Erlston, NOTARY PUBLIC

NANCY L. ERLSTON
NOTARY PUBLIC OF NEW JERSEY
ID # 2419356
My Commission Expires 4/3/2017

On this the 20th day of March, 2013 before me came Richard A. Brook known and known to me to be Township Administrator of Florence Township, the Municipality identified as such in the foregoing Agreement, who states that he is duly authorized to execute said Agreement on behalf of said Municipality, and that he has so executed the foregoing Agreement for the purposes stated therein


Nancy L. Erlston, NOTARY PUBLIC

NANCY L. ERLSTON
NOTARY PUBLIC OF NEW JERSEY
ID # 2419356
My Commission Expires 4/3/2017

FLORENCE TOWNSHIP ZONING BOARD OF ADJUSTMENT**RESOLUTION NO. ZB-2005-24***Application ZB#2005-16***RESOLUTION OF MEMORIALIZATION GRANTING HEIGHT
VARIANCE AND SIDE YARD SETBACK VARIANCE TO
TRANSITIONAL HOUSING SERVICES/SALT & LIGHT
COMPANY FOR RECONSTRUCTION OF A FOUR UNIT
APARTMENT BUILDING ON BLOCK 116, LOT 5, LOCATED
IN AN NC NEIGHBORHOOD COMMERCIAL DISTRICT**

Decided;
Resolution Memorialized:

August 23, 2005
September 19, 2005

WHEREAS, Transitional Housing Services/Salt& Light Company made application to the Florence Township Zoning Board of Adjustment for height and side yard setback variances for Block 116, Lot 5; and

WHEREAS, the Board conducted a public hearing on said application on August 23, 2005; and

WHEREAS, public notice of the application was given as required by law; and

WHEREAS, the applicant was represented by Patrick McAndrew, Esquire, and sworn testimony was given by Kent Pipes; and

WHEREAS, the Board received the report of its engineer, Dante Guzzi, PE, dated August 18, 2005, and the report has been reviewed and discussed as part of the public hearing upon this application; and

WHEREAS, it appears that the applicant has followed all procedures in making its application, and that the application, plans and all documents and material submitted therewith were reviewed by the Board professionals and Board members, and were found to be complete and in conformity with all applicable laws and regulations; and

WHEREAS, the Board makes the following findings and conclusions based upon the testimony, representations and the application materials:

1. The applicant is the owner of the subject property, located at 340 Alden Avenue in the Roebling section of the township. Two buildings are situated on the property. The front building, a converted store, contained four apartments, was heavily damaged by fire in August, 2002 and has been demolished. The rear building contains two apartments. The apartments are a pre-existing nonconforming use in the NC Neighborhood Commercial District.

2. The applicant proposes to reconstruct the front four-unit building on the previous footprint. The new structure will be 35 feet in height and will include a handicapped accessibility ramp. The following variances are required:

<u>Variance</u>	<u>Permitted/Required</u>	<u>Existing/ Proposed</u>
§91-229 Maximum building height	25 feet or two stories	35 feet and three stories
§91-230(b) Side yard setback	20 feet	4.0 feet

3. Kent Pipes testified that the increased height of the building is required in order to provide the correct roof pitch for solar energy panels. The building must include a handicapped accessibility ramp and handicapped entrance overhang, which will intrude into the side yard setback. Mr. Pipes also testified that the building will be constructed of energy efficient and environmentally friendly materials. Mr. Pipes further testified that the size of the property is not sufficient for a dumpster but that a trash enclosure would be provided. A portion of the side yard paving will be removed to allow for landscaping.

4. Mr. Pipes offered to provide COAH units for the township and agreed to deed restrict, for a period of thirty (30) years, the subject property, as well as property owned by the applicant at 140 Alden Avenue, for affordable housing, to include a total of eight (8) units.

5. The hearing was opened to the public, at which time Michael Feher,

residing on Alden Avenue, expressed support of the application but concern about the sufficiency of parking in the area.

6. The Board finds that the applicant has satisfied the legal criteria required for the grant of the requested variances. For the height variance, pursuant to *N.J.S.A. 40:55D-70(d)(6)*, special reasons have been shown in that the increased height of the building will promote utilization of renewable energy resources by enabling the installation of rooftop solar energy panels. The Board also finds that the side yard setback variance, pursuant to *N.J.S.A. 40:55D-70(c)(2)* will promote the public welfare by providing accessibility for handicapped persons and that the benefits of the variance will outweigh any detriments. The Board further finds that there will be no substantial detriment to the public welfare and no substantial impairment to the zone plan by the grant of the requested variances.

7. The applicant has submitted certain documents, plans, and/or drawings and has provided testimony at the time of the public hearing on this application and the Board has relied upon the same in making its determination. Should the applicants deviate from this Resolution or the conditions contained herein or from the submitted documents, plans, drawings and statements made, which are part of this application, the Board may proceed to rescind this approval.

NOW, THEREFORE, BE IT RESOLVED by the Florence Township Zoning Board of Adjustment in the County of Burlington and State of New Jersey that the application of Transitional Housing Services/Salt & Light Company for height and side yard setback variances for Block 116, Lot 5, is hereby **GRANTED** subject to the following conditions:

1. All taxes and escrow fees for professional review must be paid current and in full.
2. Any and all other agency and governmental approvals, as required.
3. There shall be a trash enclosure in the rear yard of the property.
4. Landscaping shall be installed on the property, as determined by the Board engineer.
5. The applicant shall work with the Township to seek improvement of the parking area across the street from the subject property and adjacent to the railroad, for use by residents of the building.

6. The applicant shall cause a restriction to be included in the lease for each apartment unit, prohibiting the storage of abandoned and unregistered vehicles in the area and requiring that tenants park only in legally designated areas.
7. The applicant shall deed restrict, for a period of thirty (30) years, the subject property, as well as property owned by the applicant at 140 Alden Avenue, for affordable housing, to include a total of eight (8) units.

MOTION TO GRANT VARIANCES:

Moved by : Gyenge
Seconded by : Emerick
In Favor : Cruz, Gyenge, Angelini, Emerick, Groze, Marian, Glebocki
Opposed : None
Abstained : None

MOTION TO ADOPT RESOLUTION:

Moved by : Cruz
Seconded by : Emerick
In Favor : Angelini, Cruz, Emerick, Groze, Glebocki, Marian
Opposed : None
Abstained : None

FLORENCE TOWNSHIP ZONING BOARDDated: 9/27/05

Alex R. Glebocki
ALEXANDER GLEBOCKI Chairman

CERTIFICATION

BE IT REMEMBERED that the within Resolution was duly adopted at a regular meeting of the Florence Township Zoning Board held on September 27, 2005.

Dated: 9/27/05

Maryann Marian
MARYANN MARIAN Secretary

**BURLINGTON COUNTY BOARD OF CHOSEN FREEHOLDERS
HOME INVESTMENT PARTNERSHIPS PROGRAM**

HOME AGREEMENT FOR LOAN

LENDER: BOARD OF CHOSEN FREEHOLDERS OF THE COUNTY OF BURLINGTON, a
body corporate and politic, with offices at 49 Rancocas Road, Mount Holly, NJ
08060

BORROWER: THE SALT AND LIGHT COMPANY, INC.
1060 Monmouth Road, Mount Holly, NJ 08060

LOAN AMOUNT: \$300,000.00

PROJECT SUMMARY: Development of six new, affordable HOME rental units (the
"HOME Units") on the Project Property for households that
satisfy HUD requirements for very low income (currently, not
more than 50% of median income for the Project area) as follows:

(a) New Construction: two three-bedroom units and
two one-bedroom units

(b) Rehabilitation: two one-bedroom units for persons with special
needs

Recaptured

APPROVED USE OF LOAN FUNDS: (a) \$243,600.00; (b) ~~\$56,400.00~~

PROJECT PROPERTY: Florence Township, Block 116, Lot 5 (340 Alden Avenue)

INTEREST RATE: No interest charged except in the case of default, as determined by Lender.

LOAN TERM and AFFORDABILITY PERIOD: Twenty (20) years

Exhibits: Lender Loan Commitment

THIS AGREEMENT is made and entered into by and between the above-named Lender
(hereafter, "Lender" or the "County") and the above-named Borrower.

WITNESSETH:

WHEREAS, the Lender has entered into a HOME Investment Partnerships Agreement entitled
"Funding Approval and HOME Investment Partnerships Agreement" pursuant to Title II of the
National Affordable Housing Act with the United States Department of Housing and Urban

Development (hereafter, "HUD"), by which HUD provides funding to Lender for eligible projects;
and

WHEREAS, Lender has been designated to implement a HOME Investment Partnerships Program (hereinafter referred to as the "HOME Program") in accordance with applicable regulations, including 24 CFR Part 92; and

WHEREAS, the Borrower has requested funding to undertake the Project as described above;
and

WHEREAS, the Project is to be developed on the Property described above, which is owned by Borrower; and

WHEREAS, the Project described on Lender's Commitment, attached hereto, is an eligible activity if carried out pursuant to HUD's regulations and guidelines;

NOW, THEREFORE, the parties do mutually agree as follows:

SECTION 1. AGREEMENT TO MAKE LOAN

The Lender agrees to make the Loan to the Borrower for the above-described Project on and subject to all of the conditions, terms, covenants and agreements set forth herein and in the Commitment and any amendment thereto, which is/are attached hereto. The terms and conditions of the Note, Mortgage and Affordable Housing Restriction are hereby incorporated into this Agreement as if stated at length. In the event of any inconsistency between loan documents, the document imposing the greater restriction or higher requirement shall control.

SECTION 2. DEFINITIONS

The following terms shall have the following meanings:

Affordable Housing Restriction: The affordable housing restriction granted by the Borrower to the Lender in connection with the Loan governing the affordability of the Project executed pursuant to this Loan Agreement. Said document shall require that the HOME Units be maintained as affordable, as described therein and herein, for the Affordability Period stated on page 1, computed from the date that all of the HOME Units have been rented to Qualified Tenants.

Eligible Project Costs: The categories of costs for which the loan made pursuant to this Agreement may be used, as specified by the Lender.

HOME Unit: A HOME Unit is a rental unit to be developed by the Borrower as the Project described on page 1 of this Agreement.

HUD: The United States Department of Housing and Urban Development.

Intercreditor Agreement. Any Intercreditor Agreement between Lender and any other lender for the Project relating to such parties' rights against Borrower and as to each other in connection with loans made by the parties to Borrower for the Project.

Mortgage: The Mortgage made by Borrower granting Lender rights in the Project Property.
Note: The promissory note from the Borrower in the principal amount stated above.

Project: The Project as described herein and in other documents being executed contemporaneously with this Agreement.

Property or Project Property: The property described above and in the Mortgage.

Qualified Tenant: As provided in the Affordable Housing Property Use Restriction a "Qualified Tenant" of a HOME Unit means a household whose total household income at the date of initial occupancy is very low income (currently, not exceeding fifty percent (50%) of the median income of households in the applicable Standard Metropolitan Statistical Area adjusted for family size. Lender will provide Borrower the current limits established by HUD.

Regulations: The regulations governing the HOME Program promulgated by HUD at 24 CFR Part 92 as may be amended from time to time.

SECTION 3. REPRESENTATIONS AND WARRANTIES.

3.1. The Borrower represents and warrants the following:

- a. The Borrower is a corporation duly organized and validly existing in accordance with the laws of the State of New Jersey and is authorized to do business in and is in good standing in the State of New Jersey.
- b. The Borrower has the requisite power and authority to own the Project and to carry on business as now being conducted and as contemplated under this Agreement.
- c. The Borrower has the power to execute and perform this Agreement and to execute and deliver all other Loan Documents.
- d. The execution and performance by the Borrower of the terms and provisions of this Agreement and all other Loan Documents have been duly authorized by all required action, will not violate any provision of law, any order of any court or other agency of government, or any indenture, agreement or other instrument to which the Borrower is a party or by which it is bound, and will not be in conflict with, result in a breach of or constitute (with due notice or lapse of time or both) a default under any such indenture, agreement or other instrument, or result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of the Borrower, other than the Mortgage and the Permitted Encumbrances.

- e. Financial data reports and other information furnished to Lender by or on behalf of the Borrower are accurate and complete and fairly present the financial position of the Borrower.
- f. There has been no material adverse change in the condition, financial or otherwise, of the Borrower since the later of (i) the date of Borrower's most recent financial statement and (ii) the date Borrower submitted its application for Project funding to the Lender.
- g. There is no action, suit or proceeding at law or in equity or by or before any governmental instrumentality or other agency now pending or, to the knowledge of the Borrower, threatened against or affecting the Borrower which, if adversely determined, would have a material adverse effect on the business, operations, properties (including the Project and Project Property), assets or condition, financial or otherwise of the Borrower.
- h. Occupancy of the Project Property will not violate any building, zoning, subdivision, land-use, health, historic preservation, licensing, rent control, planning, sanitation, architectural access or environmental protection ordinance, regulation or law.
- i. There are no defaults or sets of facts which, with the passage of time or otherwise, would constitute a default (i) under any agreements by and between the Borrower and any other persons (natural or otherwise) having an interest in the Project Property (ii) under this Agreement or any of the other Loan Documents, or (iii) under the organizational documents of the Borrower.
- j. Borrower has disclosed, in writing, to Lender all sources of funds to be utilized for the Project. The proceeds of all other funds to be used by Borrower for the Project will provide sufficient funds to complete and operate the Project in accordance with the terms, conditions and requirements of this Agreement.
- k. Borrower warrants that the HOME Units' construction and operation complies or will comply with the requirements set forth in the regulations of the HOME Investment Partnerships Program - Final Rule at 24 CFR Part 92, Section 92.251, or any successor regulations that are applicable to Borrower or the Project.

3.2. Each of the foregoing representations and warranties shall survive the making of the Loan and this Agreement and any advance of funds by Lender pursuant thereto.

3.3. In the event that Lender discovers that Borrower has failed to provide Lender with material information pertinent to the Project or Borrower's financial condition the Lender shall have the right to declare Borrower ineligible for any future funding and take any other action that is available to it under law.

3.4. Repayment. Borrower covenants and agrees to repay the full amount of the Loan at the end of the Loan Term.

SECTION 4. CONDITIONS TO LOAN

4.1. The Borrower shall be responsible for ensuring that title to the Project Property shall be maintained as good and marketable in fee simple and full possession thereof free and clear of all liens and encumbrances except for such encumbrances that the Lender approves at the time of making this Agreement or subsequently in writing.

4.2. The Borrower shall duly execute and deliver the following documents to Lender:

- (a) Note;
- (b) Mortgage, Security Agreement and Conditional Assignment of Leases and Rents;
- (c) Affordable Housing Restriction;
- (d) the documents described in the Commitment attached hereto and
- (e) any other documents required by the Lender.

4.3. Term of Affordable Housing Restriction. The restrictions imposed by the Affordable Housing Restrictions document shall be effective on Borrower's execution of it, regardless of whether it is recorded in the Burlington County Clerk's Office, as contemplated by the parties. The Restrictions shall expire on the earlier of

- a. Lender and Borrower's executing and recording a document removing the restrictions or
- b. the expiration of the Affordability Period stated on page 1 after all of the HOME Units have been leased.

4.4. Borrower shall comply with all conditions stated in all other documents being executed in connection with the Project to which it is a party, whether or not the Lender is a party to them, as well as with terms and conditions of the Loan contained in the Commitment, as amended.

4.5. For so long as the Affordable Housing Restriction is in effect the Borrower shall provide certificates reporting on the insurance policies issued to Borrower that provide coverage for the Project Property, demonstrating that Borrower has policies of insurance specified by Lender. Each certificate shall provide that cancellation of any policy shall only be effective on at least thirty (30) days' prior, written notice to Lender. Lender shall be named as Loss Payee or Additional Insured on said policies.

4.6. The HOME Units shall be occupied by person(s)/household(s) whose annual income does not exceed fifty percent (50%) of the median income limits as published by HUD. Lease agreements must be for no less than one (1) year and the HOME assisted housing units must be the principal residence of the tenants. Tenant eligibility shall be determined in accordance with the Section 8 definition of income found at 24 CFR Part 5. On an annual basis Lender shall have the right to review the tenants of the HOME Units.

Annually, the Borrower shall recertify the income of each tenant of a HOME-assisted unit to insure that all tenants meet the low-income requirements stated in this agreement. The Borrower shall provide Lender with evidence acceptable to Lender of tenants' income, applicable rents, and utility charges to be paid by the tenants; provide tenants 30 days' written notice of any increase in rent for the upcoming year.

4.6.1. Affirmative Marketing

The Borrower shall comply with all of the requirements to affirmatively market any unit available for rent in a manner to attract tenants without regard to race, color, national origin, sex, religion, familial status or disability. The Borrower agrees to do the following in soliciting tenants:

- (a) Use the Equal Housing Opportunity logo in all advertising;
- (b) Display a Fair Housing poster in the rental office;
- (c) Where appropriate, advertise, use media, including minority outlets, likely to reach persons least likely to apply for the housing;
- (d) Maintain files of Borrower's affirmative marketing activities and provide access thereto to Lender's staff/Office of Community Development.
- (e) Not refrain from renting to any tenant holding a Section 8 Housing Choice Voucher, except for good cause, such as previous failure to pay rent and/or maintain a rental unit, or the tenant's violation of other material terms and conditions of tenancy;
- (f) Comply with Section 8 existing housing regulations when renting to any Section 8 tenant;
- (g) Exercise affirmative marketing of the units when vacated; and
- (h) Verify all information concerning the Applicant, and/or household members, which may be obtained from any source by the Borrower or its assignees or designees.

4.6.2. Lender shall have the right of approval of any lease form that Borrower proposes to use. The Lender shall have the right of review and approval of the rents proposed by the Borrower of the HOME Units and monthly allowances proposed for utilities to be paid by the tenant initially and annually thereafter.

4.7. The general contractor and all subcontractors that will provide services on the Project Property shall sign and deliver to the Lender an agreement by which the contractor or subcontractor agrees to carry workers compensation and public liability insurance in amounts specified by Lender; to warrant the contractor's workmanship and indemnify the County for losses and claims consequential to the contractor's involvement in the Project.

4.8. Commencement of Project Work. Borrower shall commence work on the Project within one hundred eighty (180) days of the date of execution of this Agreement. At a minimum, by the 180th day after execution of this Agreement Borrower shall have entered into an agreement with a contractor, begun site work or begun purchasing supplies for the Project. If requested to do so, Borrower shall provide evidence of Commencement to Lender.

4.9. Completion of Project Work. Borrower shall complete construction of the Project within eighteen (18) months of Borrower's execution of this agreement. The Lender shall extend said period an additional six months on Borrower's production of evidence of good cause therefor. Borrower shall provide Lender a copy of the Certificate of Occupancy and any other permits or licenses that are conditions to the occupancy of a HOME Unit. Lender shall have the right to inspect the Property and each HOME Unit.

4.10. Lease/Rental of HOME Units. Borrower shall rent all of the HOME Units only to Qualified Tenants within eighteen (18) months of executing this agreement or within six (6) months of the completion of the rehabilitation and new construction, whichever comes first and shall maintain occupancy of the Units for the period of affordability stated on page 1. Lender shall have the

right, but not the obligation, to extend the initial rental deadline. Borrower shall give Lender notice of the rental of each HOME Unit.

4.10.1. Prohibition on Requirements or Conditions based on Religion. Discrimination in the development and operation of the Project based on religious affiliation or activities is prohibited. The Borrower covenants and agrees, for itself and its successors and assigns, that no action in connection with operation of the Project shall be based on participation in or support of (whether financial or otherwise) religious activities. For purposes of this Agreement "religious activities" includes, but is not limited to, attendance of worship services or religious instruction, subscribing to any religious tenant, supporting any religious organization or converting or attempting to convert any person to a religion or religious organization. For purposes of this agreement, this prohibition applies, but is not limited to the following:

- Consideration of an application to rent a Project unit;
- Termination of a Project unit's tenancy;
- Computation of a rental fee amount;
- Conditioning continuation or renewal of tenancies

4.11. Failure to Rent HOME Units. Borrower's failure to rent all of the HOME Units by the above-stated deadline or to continue the occupancy of the HOME Units by Qualified Tenants for the Affordability Period shall constitute a default of this Agreement, entitling Lender to take any action described in this Agreement for Borrower defaults.

At the end of the Restriction Period or Period of Restriction (affordability period), the Borrower may request that the Lender forego repayment of the loan in return for an extension of the affordability period for a term of not less than twenty (20) years. If the Lender approves the request, the Borrower shall record an extension to the Deed Restriction/Period of Restriction/Restriction Period requiring the Project Property remain affordable for an additional twenty (20) years.

Should the Lender grant/approve an extension of the affordability period for an additional twenty (20) years, the Borrower will remain obligated to the Lender with respect to any/all obligations noted in this document and any other HOME loan documents recorded by the Lender.

SECTION 5. PERFORMANCE STANDARDS.

5.1. The Borrower covenants and agrees to comply with all of the terms and conditions of the Loan Documents and the Regulations, as well as with the requirements of any other lender providing funds for the Project until the Loan and all other sums required to be paid by the Borrower under the Loan Documents have been paid in full and until the affordability term has expired.

5.2. Borrower covenants and agrees that it shall pursue implementation of the Project in a timely manner in accordance and compliance with the approved plans and specifications and the Project Budget; all applicable laws, regulations, codes and ordinances and Lender's standards for the Project including, but not limited to, the National New Housing Code and the Model Energy Code, HUD Housing Quality Standards and local codes.

5.3. Borrower shall provide such documentation or other evidence acceptable to the Lender necessary to establish the following:

- (a) certificates of occupancy issued for all HOME Units;
- (b) the Project Property complies with all laws, codes, ordinances and regulations referred to in Section 5.2 and
- (c) all funds, if any, advanced hereunder were expended for Eligible Project Costs.

5.4. Borrower covenants and agrees to maintain compliance with the following:

- (a) all applicable laws, rules and regulations, whether federal, state or local;
- (b) the organizational documents of the Borrower;
- (c) all restrictions or other encumbrances on title to the Project Property;
- (d) national and local boards of fire underwriters and
- (e) the Affirmative Marketing Requirements set forth in the Uniform Housing Affordability Controls, adopted as N.J.A.C. 5:80-26.15 et seq.

5.4.1. Within thirty (30) days of Lender's request therefor, Borrower shall provide confirmation acceptable to Lender of Borrower's compliance with this Section.

5.5. Borrower agrees to comply with the following:

(a) Keep proper and separate books of account and make, or cause to be made, full and true entries of all dealings and transactions of every kind relating to the Property, which books and records will be open to inspection by the Lender, its agents and representatives at all times at the Property or the offices of the Borrower or Lender.

(b) Within one hundred twenty (120) days after the end of the each year deliver to Lender's Community Development Office a copy of Borrower's 's Annual Audit Report; within 30 days of Borrower's receipt of Lender's request therefor, a copy of such reports, financial statements, records and other information relating to the financial condition or operations of the Borrower and the construction and operation of the Project, as the Lender may reasonably require, including, but not limited to, evidence demonstrating that the Project is being operated consistently with this Agreement, the organizational documents of the Borrower, the Regulations and the Loan Documents. Lender shall have the right to annually inspect Borrower's files pertaining to the Project and, if circumstances warrant, the right to inspect at any time.

(c) The Borrower shall cooperate fully with an audit survey of the Project.

5.6. The Borrower shall comply with all applicable federal statutes and executive orders, as well as applicable federal and New Jersey. The failure of this document to specifically name any statute, regulation or Executive Order in this Loan Agreement shall not be construed as permitting a violation thereof.

5.7. The Borrower shall establish and maintain records as prescribed in 24 CFR 92.508 (HOME Investment Partnerships Program - Final Rule). Borrower shall provide, within thirty (30) days of receipt of Lender's request therefor, reports on forms provided by Lender or other format acceptable to Lender regarding the use of funds provided by Lender; progress toward

implementation of the activity described in the Project Schedule, income and demographics of project beneficiaries, or any other type or report deemed necessary by Lender in its sole discretion, whether the report is for the Lender's use or for use by HUD. Compliance documentation must be submitted at such increments (e.g., monthly, quarterly, etc.) as Lender specifies.

5.8. Borrower shall perform all its obligations and agreements contained in the Loan Documents, the organizational documents of Borrower, and any other agreements or instruments to which the Borrower is a party and which relate to the Loan or to the Project. The Borrower shall give notice to the Lender of any written notices received by it from the makers of any other loans or holders of any mortgages on the Project Property relative to any default or delinquency thereof and, on the request of Lender, Borrower shall inform Lender of the status of said loans or mortgages. The Borrower shall not increase the amount of, amend, terminate, renew, extend or refinance any mortgage that has priority over the Mortgage given to the Lender without the Lender's express prior, written consent.

5.9. Indemnification of Lender. The Borrower shall indemnify and hold harmless the Lender, its officers, employees, servants, contractors and agents, from and against any and all liability, loss, cost, damage or expense, including attorney's fees, resulting from, directly or indirectly,

- use of Lender's funds and operation of the Project, including, without limitation, costs of defending or settling any claim arising therefrom against the Lender.
- Incurred by Borrower in connection with the Loan or the Loan Documents or by reason of any good faith action taken by the Lender in relation thereto.

Lender shall not be considered to be a joint venturer of the Project by reason of Lender's funding thereof.

5.10. Borrower shall renew all licenses and permits required for operation of the Project before they expire and provide Lender with copies of the same within 30 days of receipt.

5.11. Borrower shall carry out each activity provided for in this Agreement and in the other Loan Documents in compliance with all applicable federal laws and regulations described in 24 CFR Part 92.350 (Equal Opportunity and Fair Housing), Part 92.351 (Affirmative Marketing), Part 92.353 (Displacement, Relocation and Acquisition), Part 92.354 (Davis-Bacon Act Wages), Part 92.355 (Lead Based Paint), Part 92.356 (Conflict of Interest), Part 92.357 (Executive Order 12372).

5.12. Borrower shall use Loan proceeds solely for Eligible Project Costs and ensure that the proceeds of the Loan will not be reloaned or assigned to any party and will not be used for any purpose prohibited by the Loan Documents or Regulations.

5.13. Borrower shall notify Lender in writing of any change to Borrower's charter, bylaws, Membership or Operating Agreement or business structure (e.g., change in business form) within 30 days of the effective date of said change.

SECTION 6. EVENTS OF DEFAULT

The Lender shall have the right to declare Borrower in default under this Agreement on the occurrence of any one or more of the following events:

- (a) Borrower fails to comply with any covenant or agreement contained herein that it is making.
- (b) Borrower fails to comply with any term or condition of this Agreement.
- (c) The Borrower assigns this Agreement or any money advanced hereunder or any interest herein or the Project Property is sold, conveyed, assigned, leased or otherwise transferred other than in accordance with the terms of this Agreement and the Affordable Housing Restrictions document.
- (d) Any representation or warranty made herein or in any report, certificate, financial statement or other instrument furnished in connection with this Agreement or the Loan is false in any material respect, with materiality being a matter solely within the Lender's opinion.
- (e) The Borrower fails to pay amounts owed on the Note or any other indebtedness of the Borrower after the same shall become due and payable within ten days of receiving written notice from Lender of a Default.
- (f) The Borrower defaults in the due observance or performance of any other covenant, condition or agreement to be observed or performed by Borrower pursuant to the terms of the Loan Documents and the continuance of such default for 30 days after written notice thereof from the Lender to the Borrower provided, however, that if the curing of such default cannot be accomplished with due diligence within said period of 30 days then the Borrower shall have such additional period of time to cure such default as Lender determines is reasonably necessary -- provided the Borrower shall have made good-faith efforts to cure such default within said period, such cure shall have been diligently prosecuted by the Borrower thereafter to completion and the Lender does not reasonably deem the Mortgage Property jeopardized by such further delay.
- (g) The Borrower (i) applies for or consents to the appointment of a receiver, trustee or liquidator of it or any of its property, (ii) admits in writing its inability to pay its debts as they mature, (iii) makes a general assignment for the benefit of creditors, or (iv) is adjudicated a bankrupt or insolvent (however such insolvency may be evidenced).
- (h) Any proceeding is commenced by or against the Borrower under any bankruptcy or reorganization arrangement, probate, insolvency, readjustment of debt, dissolution or liquidation law of the United States, or any state, but if such proceedings are instituted no Event of Default shall be deemed to have occurred hereunder unless the Borrower either approves, consents to, or acquiesces in such proceedings, or such proceedings are not dismissed within 120 days.
- (i) An order, judgment or decree is entered by any court of competent jurisdiction approving a petition seeking reorganization or approving the appointment of a receiver,

trustee or liquidator of the Borrower or all or a substantial part of Borrower's assets, and such order, judgment or decree shall continue unstayed and in effect for a period of 120 days.

- (j) Any change in the legal form of, or the beneficial interest in the Borrower or the substantial reorganization, termination or dissolution of the Borrower.
- (k) Any judgment, warrant, writ of attachment or any similar process, in an amount not insured against by Borrower and exceeding \$100,000, or, if more than one action, when added together all such actions exceed \$100,000, is issued or filed against the Borrower or against the Borrower's property or assets, and is not vacated, bonded or stayed within 120 days, except that this provision shall not apply to such litigation matters involving Borrower as have been disclosed to and consented to by Lender in writing prior to the date of execution of this Agreement.
- (l) Default on the part of the Borrower, continuing beyond any applicable grace period, in the due observance or performance of any other covenant, condition or agreement to be observed or performed pursuant to any promissory notes or mortgages now or hereafter existing entered into by the Borrower.
- (m) A HOME Unit is rented to other than a Qualified Tenant as defined herein.

SECTION 7. LENDER'S RIGHTS ON BORROWER'S DEFAULT

Lender shall have the rights described in this Section and in any of the Loan Documents or that may be available at law or in equity upon the occurrence of any event of default described in Section 6, subject to the rights of the holder of any mortgage having priority over the Lender's Mortgage and to the terms of any Intercreditor Agreement to which the Lender is a party.

7.1. Lender shall have all remedies, whether at law or equity, that are available for breach of this Agreement or any of the other Loan documents. Said rights shall include, but are not limited to, the commencement of foreclosure proceedings under the Mortgage, the right to cure Borrower's defaults as more fully set forth in the Mortgage or the commencement of an action seeking specific performance under any Loan Document, whether or not the indebtedness evidenced and secured by the Loan Documents otherwise shall be due and payable, and whether or not the Lender shall have instituted any foreclosure proceedings or other action for the enforcement of its rights under any of the Loan Documents. Failure of the Lender to exercise any rights or remedies at any time shall not constitute a waiver of any of the rights or remedies of the Lender.

7.2. On Lender's foreclosure of the Loan the Loan Amount and any other such indebtedness to Lender shall become forthwith due and payable without presentment, demand, protest or notice of any kind, all of which are hereby expressly waived by the Borrower.

7.3. For the purposes of carrying out the provisions and exercising the rights, powers and privileges granted by this Section 7, the Borrower hereby irrevocably constitutes and appoints the Lender its true and lawful attorney-in-fact, with full power of substitution, to execute, acknowledge and deliver any instruments and do and perform any acts which are referred to in

this Section 7, in the name and on behalf of the Borrower. The power vested in such attorney-in-fact is, and shall be deemed to be, coupled with an interest and irrevocable.

SECTION 8. MISCELLANEOUS

8.1. Except as otherwise provided herein, Borrower shall not assign or attempt to assign, directly or indirectly, any of its rights or obligations under this Agreement or under any instrument referred to herein without the prior, written consent of the Lender in each instance. Any assignee shall be bound by all the terms of the assigned documents.

8.2. Any notice, request, instruction or other document to be given hereunder to one party by the other shall be in writing and delivered personally or sent by certified or registered mail, postage prepaid, to the addresses set forth in this Agreement. Either party may change the address to which notices are to be sent to it by giving written notice of such change of address to the other party in the manner herein provided for giving notice. Any such notice, request, instruction or other document shall be conclusively deemed to have been received and be effective on the day on which personally delivered, or, if sent by certified or registered mail, on the day on which mailed.

8.3. The Loan Documents shall be construed in accordance with and governed by the laws of the State of New Jersey. Any litigation concerning this Agreement or any of the matters covered herein between Borrower and Lender shall be in the Superior Court of New Jersey, Burlington County vicinage.

8.4. No modification or waiver of any provision of the Loan Documents, nor consent to any departure by the Borrower therefrom shall in any event be effective unless the same shall be in writing and signed by the party against who enforcement of the modification, waiver or consent is sought, and then such modification waiver or consent shall be effective only in the specific instance and for the purpose for which given. No failure or delay on the part of the Lender in exercising any right, power or privilege hereunder or under the Note or the Loan Documents shall operate as a waiver thereof, nor shall a single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

8.5. This Agreement and all covenants, agreements, representations and warranties made herein shall survive the making by the Lender of the Loan and the execution and delivery to the Lender of the Loan Documents, and shall continue in full force and effect so long as the Note is outstanding and unpaid. This Agreement shall inure to the benefit of and be binding on the successors and assigns of the Lender and the successors and assigns of the Borrower.

8.6. All Exhibits referred to in this Agreement are by such references fully incorporated herein.

IN WITNESS WHEREOF, the Lender and Borrower have each caused this Agreement to be executed by their respective duly authorized officers or legal representatives on the dates reported.

[SIGNATURE PAGES FOLLOW]

BORROWER: THE SALT AND LIGHT COMPANY, INC.

By: [Signature]
Kent R. Pipes, President

8/31/11 [Signature] 6/7/13
Date Pres.

Attest: [Signature]
Secretary

[Signature] 6/7/13
Secretary

ACKNOWLEDGMENT

STATE OF NEW JERSEY, COUNTY OF BURLINGTON ; S.S.

I certify that on this date Kent R. Pipes and Shirley Davis personally came before me and acknowledged under oath, to my satisfaction, that

(a) SALT & LIGHT COMPANY, INC., a New Jersey corporation (hereafter, the "Corporation") is the Borrower named in this Agreement;

(b) the Corporation has authorized the making and execution of this Agreement;

(c) Kent R. Pipes is the President of the Corporation and Shirley Davis is the Secretary for the Corporation;

(d) they are authorized to execute and deliver this Agreement for and on behalf of the Corporation and

(e) they signed and delivered this Agreement as the voluntary act and deed of the Corporation for the uses and purposes therein expressed.

Sworn and subscribed to before me this 31ST day of August, 2011.

[Signature]
SONYA T. STACKPOLE
NOTARY PUBLIC OF NEW JERSEY
Commission Expires 9/3/2013

[Signature]
6/7/13
SONYA T. STACKPOLE
NOTARY PUBLIC OF NEW JERSEY
Commission Expires 9/3/2013

LENDER:

BURLINGTON COUNTY BOARD OF CHOSEN FREEHOLDERS


Paul Drayton, County Administrator

9/2/11
Date

Attest:


Gina Wheatley, Deputy Clerk

9/2/11
Date

ACKNOWLEDGMENT

STATE OF NEW JERSEY, COUNTY OF BURLINGTON : S.S.

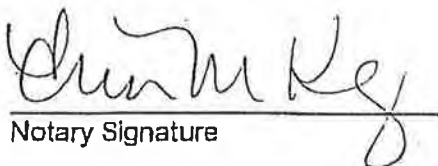
I certify that on this date, Gina Wheatley personally appeared before me and acknowledged under oath to my satisfaction that:

(a) she is the Deputy Clerk of the Burlington County Board of Chosen Freeholders (the "County"), named in this document;

(b) she is the attesting witness to the execution of this document by the County Administrator;

(c) she and the County Administrator are authorized to execute and deliver this document and

(b) she and the County Administrator executed this document as the voluntary act and deed of the Board for the uses and purposes therein expressed.


Notary Signature

9/2/11
Date

ERIN M. KELLY
NOTARY PUBLIC OF NEW JERSEY
Commission Expires 2/27/2014

RECORDING INFORMATION SHEET

49 RANCOCAS RD,
MT. HOLLY, NJ 08060

INSTRUMENT NUMBER:

4990927

DOCUMENT TYPE:

MORTGAGE

Official Use Only

Document Charge Type COUNTY - MORTGAGE - NO CHARGE

Return Address (for recorded documents)

BURLINGTON COUNTY SOLICITOR OFFICE
49 RANCOCAS RD
ROOM 225
MOUNT HOLLY NJ 08060

243,600

TIMOTHY D. TYLER
BURLINGTON COUNTY

RECEIPT NUMBER

8114784

RECORDED ON

June 24, 2013 9:25 AM

INSTRUMENT NUMBER

4990927

BOOK: OR13080

PAGE: 1990

No. Of Pages

20

(Excluding Recording Information and/or Summary Sheet)

Consideration Amount

\$300,000.00

Recording Fee

\$0.00

Realty Transfer Fee

\$0.00

Total Amount Paid

\$0.00

Municipality

FLORENCE TWP

Parcel Information

Block: 116

Lot: 5

First Party Name

SALT & LIGHT CO INC

Second Party Name

BURLINGTON CO BRD OF CHN FREEHOLDERS

Additional Information (Official Use Only)



4990927

Ctrl Id: 5136737 Recording Clerk: lbozarth

***** DO NOT REMOVE THIS PAGE. *****
COVER SHEET (DOCUMENT SUMMARY FORM) IS PART OF BURLINGTON COUNTY FILING RECORD
***** RETAIN THIS PAGE FOR FUTURE REFERENCE. *****

20

**BURLINGTON COUNTY BOARD OF CHOSEN FREEHOLDERS
HOME INVESTMENT PARTNERSHIPS PROGRAM**

**MORTGAGE, SECURITY AGREEMENT AND
CONDITIONAL ASSIGNMENT OF LEASES AND RENTS**

RECEIVED

2013 JUN 19 A 11:49

BURLINGTON COUNTY
CLERK

SUBJECT (PROJECT) PROPERTY: Florence Township, Block 116, Lot 5
340 Alden Avenue, Florence, NJ

LENDER/MORTGAGEE: BOARD OF CHOSEN FREEHOLDERS OF THE COUNTY OF
BURLINGTON, 49 Rancocas Road, Mount Holly, NJ 08060

BORROWER/MORTGAGOR: THE SALT AND LIGHT COMPANY, INC.
1060 Monmouth Road, Mount Holly, NJ 08060

PROJECT SUMMARY: Development of six new, affordable HOME rental units (the
"HOME Units") on the Project Property for households that
satisfy HUD requirements for very low income (currently, not
more than 50% of median income for the Project area) as follows:

(a) New Construction: two three-bedroom units and
two one-bedroom units

(b) Rehabilitation: two one-bedroom units for persons with special
needs

LOAN AMOUNT: \$300,000.00

APPROVED USE OF LOAN FUNDS: (a) \$243,600.00; (b) ~~\$56,400.00~~

not taken
rescinded

LOAN TERM and AFFORDABILITY PERIOD: Twenty (20) years

Exhibits: Property Description
Permitted Encumbrances
Senior Lenders

THIS MORTGAGE is made by and between the Borrower/Mortgagor and the Lender/Mortgagee
named above.

ARTICLE I. DEFINITIONS

Loan: Lender/Mortgagee's loan of the Loan Amount reported above to the above-named
Borrower pursuant to the Loan Documents.

Loan Agreement: The agreement setting forth the terms and conditions of the Loan.

Loan Documents: All documents executed in connection with the Loan including, but not limited to, the Note, the Loan Agreement, this Mortgage and the Affordable Housing Restriction (intended to be recorded contemporaneously with this document).

Lender: The Lender named above and any subsequent holder of this Mortgage.

Borrower: The Borrower named above and its successors.

Note: The promissory note of the Borrower in the amount of the Loan Amount reported above, payable to the order of the Lender.

Permitted Encumbrances: The liens and encumbrances on title to the Property, if any, set forth on the Exhibit hereto.

Project: The Project as described above.

Property: The Project Property that is subject to this Mortgage, as described above and on the attachment hereto.

Permanent Senior Lenders: The lenders, if any, so designated on the Exhibit hereto holding mortgages senior to this Mortgage.

Short-term Senior Lenders: The lenders, if any, so designated on the Exhibit hereto holding mortgages senior to this Mortgage that are to be cancelled and replaced with permanent financing.

ARTICLE II. GRANTING CLAUSE

2.1. Grant to Lender. Subject to the Permitted Encumbrances, the Borrower hereby irrevocably grants, mortgages, transfers and assigns to the Lender the parcel or parcels of land, together with any improvements now or hereafter situated thereon comprising the Project Property, all as described in Exhibit A attached hereto and incorporated herein.

Together with all buildings and structures and fixtures erected or placed on such parcel or parcels or now or hereafter attached to or used in connection therewith including, without limitation, to the extent such constitute fixtures, all pipes, lines, conduits and other facilities for public or private utilities or services, all elevators, screens, doors, awnings, blinds, shades, gas and electric fixtures, all heating, light, refrigerating, plumbing, ventilating, air conditioning and sprinkling equipment and all other items of whatsoever kind and nature reasonably necessary to the continued use and operation of the Property. Together with all personal property owned by the Borrower and located on the Property.

Together with the entire interest of the Borrower in and to all and singular the tenements, hereditaments, easements, rights-of-way, rights, privileges and appurtenances to the Property,

belonging or in any way appertaining thereto, and all right, title and interest of the Borrower in and to any streets, ways or alleys adjoining the Property or any part thereof.

Together with all proceeds paid for any damage to the Property or any part thereof, or for any portion thereof appropriated for any character of public or quasi-public use in accordance with the provisions, terms and conditions hereinafter set forth. Together with all the rents, issues, benefits and profits of the Property as provided herein and all of the records and books of account now or hereafter maintained by the Borrower in connection with the operation thereof.

2.2. Purpose of Grant. This conveyance is made for the purpose of securing the performance of:

- a. all obligations of the Borrower under the terms of the Note, Loan Agreement and all amendments, modifications or restatements thereof or substitutions therefor, including payment of all amounts due pursuant thereto;
- b. each and every obligation of the Borrower contained in this Mortgage and payment of all sums due Lender and
- c. all of the obligations of the Borrower under all other Loan Documents.

ARTICLE III. BORROWER'S COVENANTS AND WARRANTIES

The Borrower makes following covenants, warranties and agreements stated herein.

3.1. Title. The Borrower has good record and marketable title to the Property in fee simple, free and clear of all liens and encumbrances except for the Permitted Encumbrances, and has the right to encumber the Property with the lien created by this Instrument, which lien is subject only to the Permitted Encumbrances. The Borrower will defend the title hereto in any action affecting the rights of the Lender hereunder and pay all costs of any such action (including, but not limited to, attorney's fees), whether or not such action (i) progresses to judgment, or (ii) is brought by or against the Lender.

3.2. Borrower's Performance. The Borrower shall perform and observe all of the terms and conditions of the Loan Documents applicable to it and the loan documents of other lenders for the Project.

3.3. Charges. The Borrower shall pay or cause to be paid prior to the time when interest or penalties would accrue thereon all taxes, water, sewer and other utility charges, and all other charges or assessments relating to the Property or the materials stored thereon or therein and other charges or assessments relating to the Property or the materials stored thereon or therein and other charges and encumbrances which are or may become a lien on the Property.

3.4. Property Condition. The Borrower shall keep the Property in good order, repair and condition, and will not permit, commit or suffer any waste, impairment, deterioration or environmental contamination of the Property or any part thereof.

3.5. Hazardous Substances. The Borrower represents and warrants to the Lender that no oil, asbestos, urea formaldehyde foam insulation, nor any other hazardous waste or hazardous substance (hereinafter collectively called "hazardous substances"), as those terms are defined by any applicable law, rule or regulation including without limitation, the Comprehensive Environmental Response, Compensation and Liability Act, as amended, 42 U.S.C. Sections 9601 et seq., and the Resource Conservation and Recovery Act, as amended, 42 U.S.C. Sections 6901 et seq., has been or is being generated, stored, released or disposed of on, under or from the Property; the Borrower shall not release or permit any release or threat of release of any hazardous substances on the Property, nor generate or permit any hazardous substances to be generated on the Property; nor store or permit any hazardous substances to be stored on the Property (unless such substance is customarily used in connection with construction or operation of a housing development and either a permit is issued therefor or such storage is allowed by applicable law).

3.5.1. The Borrower shall provide the Lender with prompt written notice of the following:

(a) Borrower becomes aware of any release or threat of release of any hazardous substances on, under or from the Property;

(b) Borrower receives notice from any federal, state, municipal or other government agency or authority in connection with any hazardous substance located on or under the Property, or emanating from the Property; and

(c) Borrower becomes aware of a governmental authority's having incurred an expense in connection with the assessment, containment or removal of any hazardous substances on or under the Property or emanating from the Property.

3.6. Repairs. The Borrower shall promptly repair, restore, rebuild, replace or alter as necessary any portion of the Property which may be damaged or destroyed by fire or other casualty, or taken by condemnation, as nearly as possible to the condition such improvements were in prior to such damage, destruction or taking, subject to the provisions of Article V and VI of this Mortgage. The Borrower shall give the Lender notice of any damage to the Property within five (5) business days of any such occurrence.

3.7. The Borrower shall comply with and observe its obligations as landlord under leases, rental, use and other agreements affecting the Property or any part thereof. The Borrower hereby assigns to the Lender, as additional security, conditional upon default and subject to the Borrower's prior assignment to the Senior Lenders, any and all leases for living units on the Property, whether now existing or hereafter created, including, without limitation, all rents, royalties, issues and profits of the Property from time to time accruing; and does agree that after a default hereunder beyond applicable grace periods and while such default continues, the Lender may, subject to the rights of the Senior Lenders, modify and otherwise deal with all such leases or subleases with the same power and discretion which the Lender would have if the Lender were the owner of the Property free from any trust; and, in the event of default continuing beyond applicable grace periods, the Lender shall also have the power, subject to the rights of the Senior Lenders, to make, execute and deliver new leases of all and any portion of the Property in the name of the Borrower, or in the name of any person or persons claiming under the Borrower on such terms and conditions as the Lender may in its reasonable judgment deem proper.

3.8. The Borrower hereby assigns to Lender, subject to the rights of Senior Lenders, all of the Borrower's right, title and interest in all contracts, licenses, permits and financing commitments acquired by the Borrower (the "Contracts") in connection with the completion of the Project. The Borrower hereby agrees to perform in a timely manner all its obligations under the Contracts and to permit no default on its part to exist thereunder. So long as no default shall exist under the Loan Documents, the Borrower shall have the rights as the holder thereof in and with respect to the Contracts as may be lawfully permitted. Immediately upon the occurrence of any default under any of the Loan Documents which default shall not have been cured within the applicable grace period, if any, the rights described in the preceding sentence shall cease, and in such event the Lender is hereby expressly and irrevocably authorized, but not required, to exercise every right, option, power or authority inuring to the Borrower under any one or more of the Contracts as fully as the Borrower could, itself. Further and without limitation of the foregoing remedies, on the occurrence of any such default, the Lender shall have the rights and remedies of a secured party under the Uniform Commercial Code with respect to each and every Contract in which a security interest may be obtained.

ARTICLE IV. INSURANCE

4.1. The Borrower shall, at all times:

(a) keep the Property insured for the mutual benefit of the Borrower and the Lender, as their respective interests may appear, in amounts not less than 100% of the full replacement cost of the Property, against loss or damage by (i) fire, (ii) such other risks and hazards as now are or hereafter may be insured under standard "extended Coverage" forms or endorsements, and (iii) such other risks of damage as the Lender shall from time to time require;

(b) maintain comprehensive general liability insurance against all claims for bodily injury, death or property damage occurring upon, in or about the Property, such insurance to afford protection to such limits as the Lender may reasonably require; and

(c) with respect to any construction undertaken at the Property, obtain builder's risk insurance (100% completed value non-reporting form) in amounts satisfactory to the Lender

All Insurance shall be evidenced by valid and enforceable policies in form and substance, and issued by such insurers, as are approved by the Lender. All policies of casualty insurance shall contain a standard non-contributory form of mortgage clause satisfactory to the Lender, which clause shall name the Lender as loss payee as its interest may appear and provided that such policies may not be canceled or amended without at least 20 days' prior written notice to the Lender. On default, the Lender may act either in its name or as attorney for the Borrower (for that purpose by these presents duly authorized and appointed with full power of substitution and revocation) in obtaining, adjusting, settling, and cancelling such Insurance and endorsing any drafts in payment of any loss.

ARTICLE V. DAMAGE BY FIRE OR OTHER CASUALTY

If by reason of any damage or destruction to the Property, any sums are paid under any insurance policy mentioned in or contemplated by Article IV hereof, such proceeds shall, subject to the rights of Senior Lenders, be paid to the Lender alone, as its interest may appear, to be applied toward reimbursement of all costs and expenses of the Lender in collecting such proceeds, and, at the option of the Lender, either toward payment of the indebtedness secured hereby or any portion thereof, whether or not due and payable, or to the repair, restoration, rebuilding or replacement of that part of the Property so damaged or destroyed; provided, however, if all Senior Lenders determine to apply available insurance proceeds to reconstruction of the Property, the Lender shall consent to such application.

ARTICLE VI. CONDEMNATION

The Borrower hereby assigns, transfers and sets over to the Lender, subject to prior assignment to the Senior Lenders, all rights of the Borrower to any award of payment in respect of:

(i) any taking of all or a portion of the Property as a result of, or by agreement in anticipate of, the exercise of the right of condemnation or eminent domain and

(ii) any damage to the Property due to governmental actions, but not resulting in a taking of any portion of the Property.

The Borrower hereby agrees to file and prosecute its claim or claims for any such award or payment in good faith and with due diligence and cause the same to be collected and paid over to the Lender, and hereby irrevocably authorizes and empowers the Lender, if the Borrowers does not so prosecute its claim, in the name of the Borrower or otherwise, to collect and receive any such award or payment and to file and prosecute such claims.

All proceeds received by the Lender with respect to such taking or damage shall be applied in the Lender's discretion and in such order as the Lender shall determine; provided, however, if any Senior Lender determines to apply available proceeds to reconstruction of the Property, the Lender shall consent to such application.

ARTICLE VII. DEFAULT PROVISIONS

The happening and continuance, for the period (if any) hereinafter indicated, of any of the following events shall constitute an Event of Default hereunder:

- a. Failure of the Borrower to pay any amount due under or with respect to the Note when due thereunder or failure of the Borrower to pay real estate taxes, utility charges, or insurance premiums as required by Section 3.3 and Article IV hereof and the continuation of such failure for 10 days after the date such payment is due.
- b. Failure of the Borrower to perform any of its obligations, covenants, or agreements contained in this Mortgage and the continuation of such failure for 30 days after

written notice thereof from the Lender to the Borrower; provided, however, that if the curing of such default cannot be accomplished with due diligence within said period of 30 days, then Borrower shall have such additional reasonable period of time to cure such default as may be necessary provided the Borrower shall have commenced to cure such default within said 30 day period, such cure shall have been diligently prosecuted by the Borrower thereafter to completion, and the Lender does not reasonably deem this Mortgage jeopardized by such further delay.

- c. The occurrence of a default under any other Loan Document, regardless of whether the default is with respect to any obligation of the Borrower.

ARTICLE VIII. RIGHTS AND REMEDIES OF THE MORTGAGEE

8.1. On the occurrence of any Event of Default hereunder, the Lender, at its option, without presentment, demand, protest or notice of any kind, may declare the Indebtedness evidenced by the Note and secured by this Mortgage immediately due and payable.

8.2. On the occurrence of any Event of Default hereunder, the Lender, at its option but without obligation to do so, without notice to or demand on the Borrower and without releasing the Borrower from any liability under the Loan Documents, may make any payment or perform any act which the Borrower is obligated to pay or do under the terms of this Mortgage past due, including the payment of any amount and performance of any defaulted obligation of Borrower under the loan documents of any Senior Lender.

8.3. All amounts expended hereunder shall, without notice or demand, be immediately due and payable to the Lender by the Borrower with interest thereon, to the extent permitted by law, at the rate of 18% per annum, and shall be secured hereby.

8.4. A Senior Lender's finding that Borrower has cured a default under the loan documents of that Senior Lender shall not cure the default hereunder unless Lender makes an affirmative finding to that effect in writing.

8.5. On the occurrence of any Event of Default hereunder, the Lender at its option, without notice, without any liability to the Lender, and without regard to the adequacy of the security for the Loan, may, to the extent permitted by law:

- a. Enter upon and take possession of the Property, with or without bringing any action or proceeding in court; or
- b. Demand or receive payment of all rents, benefits and profits of the Property, including those past due and unpaid (whether or not the Lender has taken possession of the Property); or
- c. Have a receiver immediately appointed for the Property and the earnings, revenues, rents, issues, profits and other income thereof and therefrom, with all such powers as the court making such appointment shall confer.

8.6. If the Lender enters on and takes possession of the Property as provided in this Article, the Lender may operate and manage the Property and perform any acts which the Lender, in its sole discretion, deems necessary or desirable to protect and preserve the rentability, increase the income, or conserve the value of the Property. The Lender shall have no liability for any action or inaction while in possession of the Property so long as such action or inaction is taken or refrained from being taken in good faith and in the absence of gross negligence.

8.7. On the occurrence of any Event of Default hereunder the Lender, itself, or by such persons it may designate, if and to the extent and in the manner permitted by law, with or without entry or taking possession, may sell the Property as an entirety or in such separate lots, units or parcels as the Lender may determine, at public or private sale and, except as otherwise provided by law, at such place or places (whether or not the Borrower be present), at such time or times, on such terms (including credit, whether secured or unsecured) and on such notice (by publication or otherwise), if any, as the Lender in its discretion may determine.

8.8. The Lender is irrevocably appointed the agent and attorney-in-fact of the Borrower in its name and stead and on its behalf, for the purpose of effectuating any sale for the enforcement of this Mortgage, whether under the power of sale hereby given or pursuant to judicial proceedings or otherwise, to execute and deliver all such deeds, conveyances, bills of sale, assignments, transfers and other instruments as the Lender may consider necessary or appropriate, and to substitute one or more persons with like power, the Borrower hereby ratifying and confirming all that the Lender, or such substitutes, shall lawfully do by virtue thereof.

8.9. No remedy herein conferred on the Lender shall be exclusive of any other remedy herein or by law provided or permitted, but such shall be cumulative and in addition to every other remedy given herein or now or hereafter existing at law.

ARTICLE IX. MISCELLANEOUS PROVISIONS

9.1. Without affecting the liability of the Borrower or any other person (except any person expressly released in writing) for the performance of any obligations set forth in the Loan Documents and without affecting the lien or other rights of the Lender with respect to any property or other security not expressly released in writing, the Lender, at any time, and from time to time, either before or after maturity of the Note, and without notice or consent, may:

- a. Make any agreement extending the time, or otherwise altering the terms of payment of the amounts due under the Note, or modifying or waiving any obligation, or subordinating, modifying or otherwise dealing with the lien securing payment of the agreement;
- b. Exercise or refrain from exercising, or waive any right the Lender may have;
- c. Accept additional security of any kind;
- d. Release or otherwise deal with any property, real or personal, securing the Loan, including all or any of the Property.

9.2. In the event the Borrower conveys its interest in the Property to parties not appearing in this instrument (without implying any right of the Borrower to do so without the Lender's consent), the Lender may, without notice to the Borrower, deal with such successor or successors in interest with reference to this Mortgage and the Note secured hereby, either by way of forbearance on the part of the Borrower or extension of the time of payment of the debt or any sum hereby secured, without in any way modifying or affecting the conveyance under this Mortgage or the original liability of the Borrower or any other party on the Note secured hereby, either in whole or in part.

9.3. In case any one or more of the provisions contained in this Mortgage shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof or thereof, but each shall be construed as if such invalid, illegal or unenforceable provision had never been included.

9.4. All notices, requests, demands, consents or other communications given hereunder or in connection herewith shall be in writing and shall be deemed duly given if delivered by hand or mailed by registered or certified mail, return receipt requested, postage prepaid, addressed to the party to receive such notice at its address first set forth above. Either party may, by notice given as aforesaid, change its address for all subsequent notices. Notice shall be deemed given when mailed as aforesaid.

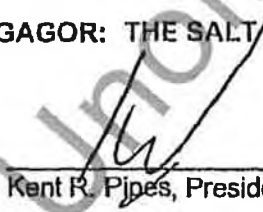
9.5. This Instrument shall inure to the benefit of and bind the successors and assigns of the parties hereto. This Mortgage may not be waived, changed or discharged orally, but only by an agreement in writing signed by the party against whom any waiver, change or discharge is sought.

9.6. The construction and interpretation of this Mortgage will be in accordance with the laws of the State of New Jersey.

IN WITNESS WHEREOF and intending to be bound, the Borrower/Mortgagor has executed this agreement by its duly authorized representatives.

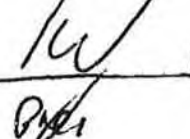
BORROWER/MORTGAGOR: THE SALT AND LIGHT COMPANY, INC.

By:


Kent R. Pipes, President

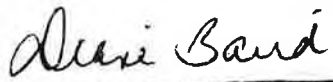
Date

8/31/11

 6/7/13
David Band

Attest:


Secretary

 6/7/13
David Band
Sec.

ACKNOWLEDGMENT

STATE OF NEW JERSEY, COUNTY OF BURLINGTON : S.S.

I certify that on this date Kent R. Pipes and Shirley Davis personally came before me and acknowledged under oath, to my satisfaction, that

(a) SALT & LIGHT COMPANY, INC., a New Jersey corporation (hereafter, the "Corporation") is the Borrower named in this document;

(b) the Corporation has authorized the making and execution of this document;

(c) Kent R. Pipes is the President of the Corporation and Shirley Davis is the Secretary for the Corporation;

(d) they are authorized to execute and deliver this document for and on behalf of the Corporation and

(e) they signed and delivered this document as the voluntary act and deed of the Corporation for the uses and purposes therein expressed.

Sworn and subscribed to before me this 31ST day of August, 2011.

Sonya T. Stackpole

SONYA T. STACKPOLE
NOTARY PUBLIC OF NEW JERSEY
Commission Expires 9/3/2013

9.2. In the event the Borrower conveys its interest in the Property to parties not appearing in this instrument (without implying any right of the Borrower to do so without the Lender's consent), the Lender may, without notice to the Borrower, deal with such successor or successors in interest with reference to this Mortgage and the Note secured hereby, either by way of forbearance on the part of the Borrower or extension of the time of payment of the debt or any sum hereby secured, without in any way modifying or affecting the conveyance under this Mortgage or the original liability of the Borrower or any other party on the Note secured hereby, either in whole or in part.

9.3. In case any one or more of the provisions contained in this Mortgage shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof or thereof, but each shall be construed as if such invalid, illegal or unenforceable provision had never been included.

9.4. All notices, requests, demands, consents or other communications given hereunder or in connection herewith shall be in writing and shall be deemed duly given if delivered by hand or mailed by registered or certified mail, return receipt requested, postage prepaid, addressed to the party to receive such notice at its address first set forth above. Either party may, by notice given as aforesaid, change its address for all subsequent notices. Notice shall be deemed given when mailed as aforesaid.

9.5. This instrument shall inure to the benefit of and bind the successors and assigns of the parties hereto. This Mortgage may not be waived, changed or discharged orally, but only by an agreement in writing signed by the party against whom any waiver, change or discharge is sought.

9.6. The construction and interpretation of this Mortgage will be in accordance with the laws of the State of New Jersey.

IN WITNESS WHEREOF and intending to be bound, the Borrower/Mortgagor has executed this agreement by its duly authorized representatives.

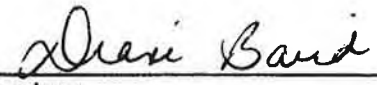
BORROWER/MORTGAGOR: THE SALT AND LIGHT COMPANY, INC.

By:


Kent R. Pipes, President

6/17/13
Date

Attest:


Secretary

ACKNOWLEDGMENT

STATE OF NEW JERSEY, COUNTY OF BURLINGTON : S.S.

I certify that on this date Kent R. Pipes and Diane Baird personally came before me and acknowledged under oath, to my satisfaction, that

(a) SALT & LIGHT COMPANY, INC., a New Jersey corporation (hereafter, the "Corporation") is the Borrower named in this document;

(b) the Corporation has authorized the making and execution of this document;

(c) Kent R. Pipes is the President of the Corporation and Diane Baird is the Secretary for the Corporation;

(d) they are authorized to execute and deliver this document for and on behalf of the Corporation and

(e) they signed and delivered this document as the voluntary act and deed of the Corporation for the uses and purposes therein expressed.

Sworn and subscribed to before me this 7th day of June, 2013

Sonya T. Stackpole

SONYA T. STACKPOLE
NOTARY PUBLIC OF NEW JERSEY
Commission Expires 9/3/2013

**BURLINGTON COUNTY BOARD OF CHOSEN FREEHOLDERS
HOME INVESTMENT PARTNERSHIPS PROGRAM**

**MORTGAGE, SECURITY AGREEMENT AND
CONDITIONAL ASSIGNMENT OF LEASES AND RENTS**

Exhibit A - Property Description

Exhibit B - Permitted Encumbrances

Exhibit C - Senior Lenders

Unofficial Document

TITLE INSURANCE COMMITMENT
Issued by ServiceTrak Network
AGENT FOR FIRST AMERICAN TITLE INSURANCE COMPANY

Commitment Number: 131310 (7th Revision)

TITLE INSURANCE COMMITMENT
SCHEDULE A

1. Commitment Date: December 21, 2010

2. Policy (or Policies) to be issued:

- a. Owner's Policy: Policy Amount: \$1,175,000.00
[] ALTA Residential Plain Language Policy (6/1/1987)
[X] ALTA Owner's Policy (6/17/2006)
[] EAGLE or Enhanced ALTA Homeowner's Policy of Title Insurance (for One-to-Four Family Residence) (rev. 10/22/2003)
Proposed Insured: **The Salt and Light Company, Inc., a New Jersey corporation**

- b. Loan Policy: (ALTA Loan Policy – 2006) Policy Amount: \$300,000.00
[X] ALTA Loan Policy (6/17/2006)
[] EAGLE or Enhanced ALTA Expanded Coverage Residential Loan Policy (rev. 3/4/2002)
[] ALTA Short Form Residential Loan Policy (NJ Variation) (rev. 2/15/2008)
[] EAGLE or Enhanced ALTA Short Form Expanded Coverage Residential Loan Policy (10/22/2003)
Proposed Insured: **The Board of Chosen Freeholders of The County of Burlington, its successors and/or assigns, as their interests may appear**
The policy to be issued will insure that the mortgage set forth herein is a VALID FIRST MORTGAGE LIEN on the aforementioned premises.

- c. Loan Policy: (ALTA Loan Policy – 2006) Policy Amount: \$751,000.00
[X] ALTA Loan Policy (6/17/2006)
[] EAGLE or Enhanced ALTA Expanded Coverage Residential Loan Policy (rev. 3/4/2002)
[] ALTA Short Form Residential Loan Policy (NJ Variation) (rev. 2/15/2008)
[] EAGLE or Enhanced ALTA Short Form Expanded Coverage Residential Loan Policy (10/22/2003)
Proposed Insured: **The New Jersey Housing and Mortgage Finance Agency, its successors and/or assigns, as their interests may appear**
The policy to be issued will insure that the mortgage set forth herein is a VALID SECOND MORTGAGE LIEN on the aforementioned premises.

TITLE INSURANCE COMMITMENT
Issued by ServiceTrak Network
AGENT FOR FIRST AMERICAN TITLE INSURANCE COMPANY

d. Loan Policy: (ALTA Loan Policy – 2006)

Policy Amount: \$120,000.00

☒ ALTA Loan Policy (6/17/2006)

☐ EAGLE or Enhanced ALTA Expanded Coverage Residential Loan Policy (rev. 3/4/2002)

☐ ALTA Short Form Residential Loan Policy (NJ Variation) (rev. 2/15/2008)

☐ EAGLE or Enhanced ALTA Short Form Expanded Coverage Residential Loan Policy (10/22/2003)

Proposed Insured: 1st Colonial National Bank, N.A., its successors and/or assigns, as their interests may appear

The policy to be issued will insure that the mortgage set forth herein is a **VALID THIRD MORTGAGE LIEN** on the aforementioned premises.

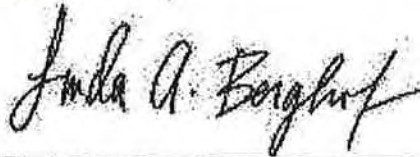
3. Fee Simple interest in the land described in this Commitment is owned, at the Commitment Date, by:

Being the same land conveyed to Transitional Housing Services, Inc., by Deed from William C. Maute, Jr., dated June 17, 2003 and recorded July 19, 2003 in Deed Book 6082, Page 268.

4. The Land referred to in this Commitment is described as follows:

SEE SCHEDULE C ATTACHED HERETO

First American Title Insurance Company



Linda Berghof

TITLE INSURANCE COMMITMENT
Issued by ServiceTrak Network
AGENT FOR FIRST AMERICAN TITLE INSURANCE COMPANY

Commitment Number: 131310 (7th Revision)

SCHEDULE B – SECTION I

REQUIREMENTS

The following requirements must be met:

- a. Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.
- b. Pay us the premiums, fees and charges for the policy.
- c. Documents satisfactory to us creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded:
 - (i) Deed from Transitional Housing Services, Inc., a New Jersey corporation to The Salt and Light Company, Inc., a New Jersey corporation to be recorded in Burlington County Clerk/Register's Office.
 - (ii) Mortgage from The Salt and Light Company, Inc., a New Jersey corporation to The Board of Chosen Freeholders of The County of Burlington, to be recorded in Burlington County Clerk/Register's Office.
 - (iii) Mortgage from The Salt and Light Company, Inc., a New Jersey corporation to The New Jersey Housing and Mortgage Finance Agency, to be recorded in Burlington County Clerk/Register's Office.
 - (iv) Mortgage from The Salt and Light Company, Inc., a New Jersey corporation to 1st Colonial National Bank, N.A., to be recorded in Burlington County Clerk/Register's Office.
- d. You must tell us in writing the name of anyone not referred to in this Commitment who will get an interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions.
- e. In the event that the proceeds of the loan to be secured by the mortgage to be insured are not to be fully disbursed at Closing, the Company must be notified and this Commitment will then be modified accordingly.
- f. Affidavits of Title by all sellers and all mortgagors must be submitted and this Commitment is subject to such additional exceptions, if any, we then deem appropriate.
- g. The Company requires that a NOTICE OF SETTLEMENT in connection with this transaction be filed, pursuant to N.J.S.A. 46:16A-1 et seq., as nearly as possible to (but not more than) forty-five (45) days prior to the anticipated closing date. If the closing is postponed to a date that is more than forty-five (45) days after the filing of the NOTICE OF SETTLEMENT, another NOTICE OF SETTLEMENT must be filed in a timely fashion.
- h. A continuation search (rundown) of the title must be ordered not less than 24 hours prior to closing of title.

The following additional requirements must be met:

REMOVED

Present Corporate Status of Transitional Housing Services, Inc. (a New Jersey corporation).

TITLE INSURANCE COMMITMENT
Issued by ServiceTrak Network
AGENT FOR FIRST AMERICAN TITLE INSURANCE COMPANY

- j. New Jersey State Franchise Tax due, if any by Transitional Housing Services, Inc. (a New Jersey corporation).
- k. Production of a certified copy of the Corporate Resolution by the board of directors of Transitional Housing Services, Inc. authorizing the execution and delivery of the Deed.
- l. **REMOVED** Production of a certified copy of the Corporate Resolution by the board of directors of The Salt and Light Company, Inc. (a New Jersey corporation).
- m. New Jersey State Franchise Tax due, if any by The Salt and Light Company, Inc. (a New Jersey corporation).
- n. Production of a certified copy of the Corporate Resolution by the board of directors of The Salt and Light Company, Inc. authorizing the execution and delivery of the Mortgage.

Unofficial Document

TITLE INSURANCE COMMITMENT
Issued by ServiceTrak Network
AGENT FOR FIRST AMERICAN TITLE INSURANCE COMPANY

Commitment Number: 131310 (7th Revision)

SCHEDULE B – SECTION II

EXCEPTIONS

Any policy we issue will have the following exceptions unless they are taken care of to our satisfaction.

1. Notwithstanding any provision of the policy to the contrary, the following matters are expressly excluded from the coverage of the policy, and the Company will not pay loss or damage, costs, attorney's fees or expenses that arise by reason of any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the land.
2. Easements, or claims of easements, not shown by the public record.
3. Rights or Claims of parties in possession of the land not shown by the public record.
4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
5. Taxes, charges, assessments and utilities. Search attached.
6. Subject to added or omitted assessments pursuant to N.J.S.A. 54:4-63.1 et seq.
7. Judgments, encumbrances, liens, defects and other objects to title: Superior Court of New Jersey and United States District Court: Search attached.
8. Subsurface conditions and/or encroachments not disclosed by an instrument of record. (Fee Policy only)
9. Restrictions, etc., as in Deed Book 578, Page 150.
10. Mortgage from Transitional Housing Services, Inc. to William C. Maute, Jr., dated June 18, 2003 and recorded July 19, 2003 in Mortgage Book 9220, Page 411, given to secure the sum of \$10,000.00.
11. Mortgage from Transitional Housing Services, Inc. to Delores Lesnak, dated June 18, 2003 and recorded July 19, 2003 in Mortgage Book 9220, Page 417, given to secure the sum of \$50,000.00.
12. Two story frame and masonry dwelling encroaches 0.4 of a foot, more or less, Southeast of the Southeasterly line; concrete wall in rear does not coincide with the title line; fences do not coincide with the title lines; as shown on survey by Robins Associates, dated May 20, 2004, last update on August 3, 2009.

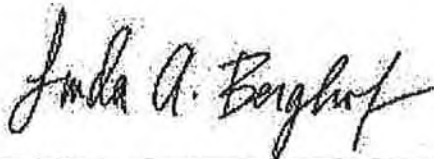
TITLE INSURANCE COMMITMENT
Issued by ServiceTrak Network
AGENT FOR FIRST AMERICAN TITLE INSURANCE COMPANY

NOTE: Policy to be issued will contain an Waiver of Arbitration, Alta 8.1-06 and 9-06 endorsement which will be attached to and made a part thereof.

NOTE: Upon receipt of a Certified Survey and/or Survey Certificate a Survey Endorsement shall be issued. In the event that no survey is received a No-Survey/Survey Endorsement shall be issued as to mortgagee ONLY.

NOTICE: New Jersey law require that the title company give notice to the proposed insured(s) that there may be conditions, exceptions and limitations of the title company contained in the commitment to insure, and that the proposed insured is entitled to review the commitment to insure before transfer of title with an Attorney at Law of the insured's own choosing.

ServiceTrak Network



Linda Berghof

Unofficial Document

TITLE INSURANCE COMMITMENT
Issued by ServiceTrak Network
AGENT FOR FIRST AMERICAN TITLE INSURANCE COMPANY

Commitment Number: 131310 (7th Revision)

SCHEDULE C

LEGAL DESCRIPTION

ALL that certain land in the Township of Florence, County of Burlington and State of New Jersey, described as follows:

Being known and designated as Lots 113 and 114 and the Easterly 1/2 of Lot 115 as shown on "Plan of Lots, Roebling Park Tract, Roebling, New Jersey, Florence Township, Burlington County, E.B. Tantum, Owner", filed in the Burlington County Clerk's Office on February 27, 1916 as Map No. 1508.

FOR INFORMATION ONLY: Also being known as Lot 5, Block 116 on the Tax Map of the Township of Florence.

NOTE: POLICY ISSUED WILL NOT INSURE ACREAGE OR QUANTITY OF LAND.

Unofficial Document

RECORDING INFORMATION SHEET

 49 RANCOCAS RD,
MT. HOLLY, NJ 08060

INSTRUMENT NUMBER:

4966532

DOCUMENT TYPE:

DECLARATION OF RESTRICTIONS

Official Use Only

Document Charge Type MUNICIPAL-DECLARATION OF RESTRICTIONS

Return Address (for recorded documents)

 RICHARD BROOK TWP MGR
FLORENCE TWP
711 BROAD STREET
FLORENCE NJ 08518

 TIMOTHY D. TYLER
BURLINGTON COUNTY

 RECEIPT NUMBER
8092773

 RECORDED ON
March 22, 2013 1:52 PM

 INSTRUMENT NUMBER
4966532

 BOOK: OR13063
PAGE: 5782

No. Of Pages

(Excluding Recording Information and/or Summary Sheet)

3

Consideration Amount

\$0.00

Recording Fee

\$8.00

Realty Transfer Fee

\$0.00

Total Amount Paid

\$8.00

Municipality

FLORENCE TWP

Parcel Information

Block: 116

Lot: 5

First Party Name

SALT & LIGHT CO INC

Second Party Name

FLORENCE TWP

Additional Information (Official Use Only)



4966532

Ctrl Id: 5108487 Recording Clerk: gjones

***** DO NOT REMOVE THIS PAGE. *****
COVER SHEET (DOCUMENT SUMMARY FORM) IS PART OF BURLINGTON COUNTY FILING RECORD
***** RETAIN THIS PAGE FOR FUTURE REFERENCE. *****

RECORDING DATA PAGE

Consideration :
Code : E
Transfer Fee : \$0.00
Recording Date: 09/16/2011
Document No : 4835590 dcoco

CAROL QUATTLANDER
49 RANCOCAS RD
LEGAL DEPT
MOUNT HOLLY, NJ 08060

Receipt No : 958100
Document No : 4835590
Document Type : CNB
Recording Date: 09/16/2011
Login Id : dcoco

Recorded	Filed
Sep 16 2011 04:04pm	Sep 16 2011 04:04pm
Burlington County Clerk	Burlington County Clerk

Clerk of Burlington County • 49 Rancocas Rd. • Mt. Holly, NJ 08060
609-265-5180



Township of Florence
711 Broad Street
Florence, NJ 08518
609-499-2130

CERTIFICATE IDENTIFICATION

Date Issued: 04/03/2013
Control #: 12933
Permit #: 20110214

Block: 116 Lot: 5 Qual: _____
Work Site Location: 340 ALDEN AVENUE
ROEBLING
Owner in Fee: THE SALT AND LIGHT CO
Address: PO BOX 249
MOUNT HOLLY NJ 08060
Telephone: 609 261-4571
Agent/Contractor: HOMES OF HOPE
Address: PO BOX 249
MOUNT HOLLY NJ 08060
Telephone: 609 261-4571
Lic. No./ Bldrs. Reg.No.: _____ Federal Emp. No.: 22-2365738
Social Security No.: _____

Home Warranty No: _____
Type of Warranty Plan: [] State [] Private
Use Group: R-2
Maximum Live Load: 100
Construction Classification: VB
Maximum Occupancy Load: 23
Certificate Exp Date: _____
Description of Work/Use: Construct new 4-unit multi family bldg.
ZB#2005-16

Update Desc. of Wk/Use: _____
sprinkler system, Basement Plan Revision, Fire alarm system, plan revisions for handicapped ramp

[X] CERTIFICATE OF OCCUPANCY

This serves notice that said building or structure has been constructed in accordance with the New Jersey Uniform Construction Code and is approved for occupancy.

[] CERTIFICATE OF APPROVAL

This serves notice that the work completed has been constructed or installed in accordance with the New Jersey Uniform Construction Code and is approved. If the permit was issued for minor work, this certificate was based upon what was visible at the time of inspection.

[] TEMPORARY CERTIFICATE OF OCCUPANCY/COMPLIANCE

If this is a temporary Certificate of Occupancy or Compliance, the following conditions must be met no later than or will be subject to fine or order to vacate:

[] CERTIFICATE OF CLEARANCE-LEAD ABATEMENT 5:17

This serves notice that based on written certification, lead abatement was performed as per NJAC 5:17, to the following extent:

[] Total removal of lead-based paint hazards in scope of work
[] Partial or limited time period(____ years); see file

[] CERTIFICATE OF CONTINUED OCCUPANCY

This serves notice that based on a general inspection of the visible parts of the building there are no imminent hazards and the building is approved for continued occupancy.

[] CERTIFICATE OF COMPLIANCE

This serves notice that said potentially hazardous equipment has been installed and/or maintained in accordance with the New Jersey Uniform Construction Code and is approved for use until


THOMAS LAYOU Construction Official

U.C.C 260 (rev. 5/03)

1 - APPLICANT 2 - OFFICE 3 - TAX ASSESSOR

Fees: \$70.00

Paid [X] Check No.: 1099

Collected by: ja

Township of Florence
Florence, New Jersey

CONTINUED CERTIFICATE OF OCCUPANCY



Housing Inspector
711 Broad Street
Florence, New Jersey 08518

CCO #: 2013 -003505

OWNER: SALT & LIGHT COMPANY

ADDRESS: 340 ALDEN AVE

BLOCK 00116 LOT 00005

~~OWNER~~(S)/TENANT(S) NAME: ANDRE EDWARDS

OTHER: Apt #1

MAX OCCUPANCY: 3 CARBON MONOXIDE AND SMOKE DETECTOR TESTED: 2-17-13

THIS BUILDING MEETS THE FIRE EXTINGUISHER REQUIREMENTS P.L. 1991.c.92 (C.52.:27D-198.1)

THIS NOTICE SERVES THAT OF THE DATE OF THIS
GENERAL INSPECTION OF THE VISIBLE PARTS OF THE
BUILDING THERE ARE NO IMMINENT HAZARDS AND THE
BUILDING IS APPROVED FOR CONTINUED OCCUPANCY

This certification applies only to governmental rules and regulations. If your property is subject to a homeowners or a condominium association, then those rules may impact on your use of the property. You should consult with the appropriate association to determine those applicable rules.

Thomas Lopez
HOUSING INSPECTOR

February 27, 2013
DATE

THIS CCO REFLECTS THE CONDITION OF THE HOME AS OF THE DAY OF INSPECTION
VALID FOR 30 DAYS FROM DATE OF ISSUANCE



CONTINUED CERTIFICATE OF OCCUPANCY

CCO #: 2013 -003506

OWNER: SALT & LIGHT COMPANY

ADDRESS: 340 ALDEN AVE

BLOCK 00116 LOT 00005

BUYER(S)/TENANT(S) NAME: RENEE WESCOT

OTHER: APT #2

MAX OCCUPANCY: 7 CARBON MONOXIDE AND SMOKE DETECTOR TESTED: 2-17-13

THIS BUILDING MEETS THE FIRE EXTINGUISHER REQUIREMENTS P.L. 1991.c.92 (C.52:27D-198.1)

THIS NOTICE SERVES THAT OF THE DATE OF THIS
GENERAL INSPECTION OF THE VISIBLE PARTS OF THE
BUILDING THERE ARE NO IMMINENT HAZARDS AND THE
BUILDING IS APPROVED FOR CONTINUED OCCUPANCY

This certification applies only to governmental rules and regulations. If your property is subject to a homeowners or a condominium association, then those rules may impact on your use of the property. You should consult with the appropriate association to determine those applicable rules.

Thomas Dyer
HOUSING INSPECTOR

February 27 2013
DATE

THIS CCO REFLECTS THE CONDITION OF THE HOME AS OF THE DAY OF INSPECTION
VALID FOR 30 DAYS FROM DATE OF ISSUANCE



CONTINUED CERTIFICATE OF OCCUPANCY

CCO #: 2013 -003507

OWNER: SALT & LIGHT COMPANY

ADDRESS: 340 ALDEN AVE

BLOCK 00116 LOT 00005

BUYER(S)/TENANT(S) NAME: CRYSTAL HOLMES

OTHER: RPT #3

MAX OCCUPANCY: 3 CARBON MONOXIDE AND SMOKE DETECTOR TESTED: 2-17-13

THIS BUILDING MEETS THE FIRE EXTINGUISHER REQUIREMENTS P.L. 1991.c.92 (C.52.:27D-198.1)

THIS NOTICE SERVES THAT OF THE DATE OF THIS
GENERAL INSPECTION OF THE VISIBLE PARTS OF THE
BUILDING THERE ARE NO IMMINENT HAZARDS AND THE
BUILDING IS APPROVED FOR CONTINUED OCCUPANCY

This certification applies only to governmental rules and regulations. If your property is subject to a homeowners or a condominium association, then those rules may impact on your use of the property. You should consult with the appropriate association to determine those applicable rules.

Thomas J. Jorgensen
HOUSING INSPECTOR

February 27, 2013
DATE

THIS CCO REFLECTS THE CONDITION OF THE HOME AS OF THE DAY OF INSPECTION
VALID FOR 30 DAYS FROM DATE OF ISSUANCE

CONTINUED CERTIFICATE OF OCCUPANCY



Housing Inspector
711 Broad Street
Florence, New Jersey 08518

CCO #: 2014 -004027

OWNER: SALT AND LIGHT COMPANY

ADDRESS: 340 ALDEN AVE #4

BLOCK 00116 LOT 00005

~~BUYER(S)~~ TENANT(S) NAME:

OTHER: David A. David Forgione

MAX OCCUPANCY: 7 CARBON MONOXIDE AND SMOKE DETECTOR TESTED: 3-18-14

THIS BUILDING MEETS THE FIRE EXTINGUISHER REQUIREMENTS P.L. 1991.c.92 (C.52:27D-198.1)

THIS NOTICE SERVES THAT OF THE DATE OF THIS
GENERAL INSPECTION OF THE VISIBLE PARTS OF THE
BUILDING THERE ARE NO IMMINENT HAZARDS AND THE
BUILDING IS APPROVED FOR CONTINUED OCCUPANCY

This certification applies only to governmental rules and regulations. If your property is subject to a homeowners or a condominium association, then those rules may impact on your use of the property. You should consult with the appropriate association to determine those applicable rules.

Thomas J. Ryan
HOUSING INSPECTOR

9/8/14
DATE

THIS CCO REFLECTS THE CONDITION OF THE HOME AS OF THE DAY OF INSPECTION
VALID FOR 30 DAYS FROM DATE OF ISSUANCE

Township of Florence
Florence, New Jersey



CONTINUED CERTIFICATE OF OCCUPANCY

Housing Inspector
711 Broad Street
Florence, New Jersey 08518

CCO #: 2014 -004024

OWNER: SALT & LIGHT COMPANY

ADDRESS: 340 ALDEN AVE

BLOCK 00116 LOT 00005

BUYER(S)/TENANT(S) NAME: DEBBIE TALLMAN

OTHER:

MAX OCCUPANCY: CARBON MONOXIDE AND SMOKE DETECTOR TESTED: 3/4/14

THIS BUILDING MEETS THE FIRE EXTINGUISHER REQUIREMENTS P.L. 1991.c.92 (C.52.:27D-198.1)

THIS NOTICE SERVES THAT OF THE DATE OF THIS
GENERAL INSPECTION OF THE VISIBLE PARTS OF THE
BUILDING THERE ARE NO IMMINENT HAZARDS AND THE
BUILDING IS APPROVED FOR CONTINUED OCCUPANCY

This certification applies only to governmental rules and regulations. If your property is subject to a homeowners or a condominium association, then those rules may impact on your use of the property. You should consult with the appropriate association to determine those applicable rules.

Thomas J. ...
HOUSING INSPECTOR

March 14, 2014
DATE

THIS CCO REFLECTS THE CONDITION OF THE HOME AS OF THE DAY OF INSPECTION
VALID FOR 30 DAYS FROM DATE OF ISSUANCE

Township of Florence
Florence, New Jersey



CONTINUED CERTIFICATE OF OCCUPANCY

Housing Inspector
711 Broad Street
Florence, New Jersey 08518

CCO #: 2014 -004023

OWNER: SALT & LIGHT COMPANY

ADDRESS: 340 ALDEN AVE

BLOCK 00116 LOT 00005

BUYER(S) TENANT(S) NAME: JENNIFER GOLDAPP

OTHER:

MAX OCCUPANCY: CARBON MONOXIDE AND SMOKE DETECTOR TESTED: 4/3/14

THIS BUILDING MEETS THE FIRE EXTINGUISHER REQUIREMENTS P.L. 1991.c.92 (C.52.:27D-198.1)

**THIS NOTICE SERVES THAT OF THE DATE OF THIS
GENERAL INSPECTION OF THE VISIBLE PARTS OF THE
BUILDING THERE ARE NO IMMINENT HAZARDS AND THE
BUILDING IS APPROVED FOR CONTINUED OCCUPANCY**

This certification applies only to governmental rules and regulations. If your property is subject to a homeowners or a condominium association, then those rules may impact on your use of the property. You should consult with the appropriate association to determine those applicable rules.

[Signature] HOUSING INSPECTOR [Signature] DATE March 14, 2014

**THIS CCO REFLECTS THE CONDITION OF THE HOME AS OF THE DAY OF INSPECTION
VALID FOR 30 DAYS FROM DATE OF ISSUANCE**

PROJECT SUMMARY

PROJECT NAME: **Alden Avenue Apartments**

LOCATION:

Municipality: **Roebling**

Street Addresses:

340 Alden Ave.
Roebling, NJ 08554
Block 116 Lot 5

PROJECT ACTIVITY (All units)

☐ Acquisition☒ Moderate Rehabilitation☐ Conversion☐ Demolition☐ Substantial Rehabilitation☐ Reconstruction☒ New Construction

PROPOSED USE (Check one)

☒ For Rental☐ For Sale

TOTAL NUMBER OF HOUSING UNITS:

6

NUMBER OF UNITS TO BE ASSISTED:

6

TOTAL COST OF PROJECT (Including HOME Funds):

\$1,367,591

AMOUNT OF HOME FUNDS REQUESTED:

\$300,000

BUILDING TYPE

☒ Multi-family 6 # of Units2 # of Stories☐ Single family ☐ Attached☐ Detached☐ Duplex

NUMBER OF UNITS BY SIZE: (BR = Bedroom)

Efficiencies: ☐ 1 BR: 4 2 BR: ☐ 3 BR: 2 4+ BR: ☐

NUMBER OF UNITS TO BE ASSISTED:

Efficiencies: ☐ 1 BR: 4 2 BR: ☐ 3 BR: 2 4+ BR: ☐IF GROUP HOME, NUMBER OF BEDROOMS: ☐

SOURCES AND USES OF FUNDS STATEMENT
See Attached Schedule

This statement is to provide a summary of the proposed financing structure of the project. In Column A, list the use/activities to be financed, i.e.: acquisition, architectural plans, financing costs, rehabilitation, and construction. In Column B show where financing will be obtained from. Where applicable, breakout financial sources into more than one use phase. In Column G show: 1) applied date; 2) commitment-preliminary or 3) final.

A USE	B SOURCE	C FINANCING TYPE (LOAN/grant	D AMOUNT- TOTAL PROJECT	E AMOUNT PER UNIT	F TERMS	G STATUS
Predevelopment Phase (list uses planned)						
Construction Phase (list uses planned)	NJHMFA	Loan	947,591	157,932	30 years	-Seeking commitment
	FHLBNY	Loan	120,000	20,000	15 years	-Commitment in place
	COUNTY	Loan	300,000	50,000	30 years	-Seeking commitment
Permanent Phase (list uses planned)	NJHMFA	Loan	947,591	157,932	30 years	-Seeking commitment
	FHLBNY	Loan	120,000	20,000	15 years	-Commitment in place
	COUNTY	Loan	300,000	50,000	30 years	-Seeking commitment
TOTAL DEVELOPMENT COSTS			1,367,591	227,932		

PROJECT COST SCHEDULE
(Burlington County HOME Program ONLY)

<u>ITEM</u>		<u>COST</u>
I. <i>Predevelopment:</i> (Not Applicable)	\$ _____	
Engineer	_____	
Architect	_____	
Application Fees	_____	
Title Clearance	_____	
Financing	_____	
Taxes	_____	
Insurance	_____	
Environmental Assessment	_____	
Appraisal	_____	
Predevelopment Total		\$ _____
II. <i>Development:</i>		
Acquisition		\$ _____
Relocation		\$ _____
Construction		
Direct Costs Total	300,000	
General Requirements-6%	_____	
Permits-1%	_____	
Contractor Fee-10%	_____	
Bonding Requirement-1%	_____	\$ _____
Construction Contingency (____%)		\$ _____
Professional Fees		
Architect	_____	
Engineer	_____	
Legal	_____	
Survey	_____	
Cost Certification/Audit	_____	
Environmental Assessment	_____	
Appraisal	_____	\$ _____
Financing and Related Charges:		
Interest	_____	
Financing Fees	_____	
Fees and Permits	_____	
Title Expenses	_____	
Taxes During Construction	_____	
Insurance	_____	
Other; Specify _____	_____	
Soft Costs Contingency	_____	\$ _____
Development Total		\$ _____
III. <i>Sale or Rent Up-Occupancy:</i>		
Insurance	\$ _____	
Rent-up Reserve	_____	
Occupancy Total		\$ _____
IV. <i>Subtotal (I, II, III)</i>		\$ _____
V. <i>Operating Reserve</i>		\$ _____
VI. <i>Developer Fee and Overhead, or Non-Profit Administration (8%)</i>		\$ _____
VII. TOTAL HOME PROJECT COSTS		\$ 300,000

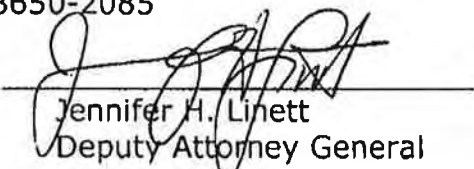
PREPARED BY: Kent R. Pipes, President
Name/Title

Alden Avenue Apartments, HMFA #02445, SNHTF #170

Record and Return to:

Melinda J. Sciarrotta
NJHMFA
637 South Clinton Avenue
PO Box 18550
Trenton, NJ 08650-2085

Prepared by:


Jennifer H. Linett
Deputy Attorney General

2011 SEP 16 P 3 36

BURLINGTON COUNTY
CLERK

RECEIVED

AGREEMENT TO SUBORDINATE MORTGAGE

This Agreement is made on September 8, 2011

BETWEEN:

NEW JERSEY HOUSING AND MORTGAGE FINANCE AGENCY (the
"Agency") whose address is 637 South Clinton Avenue, P.O. Box 18550,
Trenton, NJ 08650-2085,

and

**BURLINGTON COUNTY BOARD OF CHOSEN FREEHOLDERS – HOME
INVESTMENT PARTNERSHIPS PROGRAM** (hereinafter "County" or
"Lender")
whose address is: 49 Rancocas Road, Mount Holly, NJ 08060

Concerning Loans to be made to

BORROWER: SALT and LIGHT CO., INC.

SUBJECT PROPERTY: Florence Township, Burlington County, Block 116, Lot 5

Agency Mortgage. The Agency is about provide construction and permanent financing in the principal amount of \$750,773 to the above-named Borrower, which will be secured by a mortgage dated May 12, 2011, (the "Agency Mortgage") and is intended to be recorded in the Office of the Burlington County Register. The Agency Mortgage will create a first mortgage lien on the Subject Property, which is the same property that will secure the mortgage that Borrower will give to the County to secure the Borrower's repayment of a loan that the County has agreed to make to Borrower subsequent to the date of the Agency's loan.

The County's Mortgage. The County will hold a mortgage (the "County Mortgage") that Borrower will execute and deliver to the County at the time that the County makes its loan to Borrower. The Borrower also will execute and deliver to the County a promissory note, loan agreement and other documents that the County may require. The County Mortgage will encumber the Subject Property as more particularly described in the attached Schedule "A" and is intended to be recorded with the Burlington County Register's Office. The original amount of the County loan and Mortgage will be \$300,000.00. The Agency agrees that the County Mortgage is intended to be and will be a first mortgage lien on the Subject Property.

Subordination. The Agency Mortgage will be closed first, creating a first lien on the Subject Property. The County Mortgage will close at a later date thereby placing the County Mortgage in a second lien position. The Agency agrees that it will execute a document to make the Agency Mortgage subject, subordinate and inferior in priority to the County Mortgage. This agreement to subordinate includes all renewals and extensions of the Agency Mortgage. This agreement is made in consideration of the County's commitment to make its loan and for other valuable consideration, the adequacy and sufficiency of which the Agency acknowledges.

Continuing Effect. This Subordination changes only the priority of the Agency's and County's mortgages. Each Party's mortgage will remain in effect in all other respects.

Persons Bound. This Agreement is binding on the Agency, the County and all who succeed to their rights.

Signatures. To indicate their agreement hereto the parties have caused this document to be executed by their duly authorized agents.

AGENCY: NEW JERSEY HOUSING AND MORTGAGE FINANCE AGENCY

By: _____

Leslie S. Lefkowitz
Chief of Legal and Regulatory Affairs

Witnessed/Attested

By: _____

Reviewed and approved as to form
Attorney General of the State of New Jersey
BY: _____
Jennifer H. Linett, Deputy Attorney General

ACKNOWLEDGMENT

STATE OF NEW JERSEY, COUNTY OF MERCER SS:

I CERTIFY that on this 8th day of September, 2011, LESLIE S. LEFKOWITZ personally appeared 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 resolution of its members.

Melinda J. Schmitt
Notary Public of New Jersey
My Commission Expires on March 24, 2014

LENDER: BURLINGTON COUNTY BOARD OF CHOSEN FREEHOLDERS

By: Paul Drayton
Paul Drayton, C, County Administrator

Attest:

Gina Wheatley
Gina Wheatley, Deputy Clerk

9-14-11
Date

ACKNOWLEDGMENT

STATE OF NEW JERSEY, COUNTY OF BURLINGTON : S.S.

I certify that on this date, Gina Wheatley personally appeared before me and acknowledged under oath to my satisfaction that:

(a) she is the Deputy Clerk of the Burlington County Board of Chosen Freeholders (the "County"), named in this document;

(b) she is the attesting witness to the execution of this document by the County Administrator;

(c) she and the County Administrator are authorized to execute and deliver this document and

(b) she and the County Administrator executed this document as the voluntary act and deed of the Board for the uses and purposes therein expressed.

Erin M. Kelly
Notary Signature

9-14-11
Date

ERIN M. KELLY
NOTARY PUBLIC OF NEW JERSEY
Commission Expires 2/27/2014

RECORDING INFORMATION SHEET

 49 RANCOCAS RD,
MT. HOLLY, NJ 08060

INSTRUMENT NUMBER:

4967591

DOCUMENT TYPE:

MORTGAGE

Official Use Only

Document Charge Type MORTGAGE

Return Address (for recorded documents)

 CREDIT LENDERS SERVICE AGENCY INC
PO BOX 508
CHERRY HILL NJ 08003

 TIMOTHY D. TYLER
BURLINGTON COUNTY

RECEIPT NUMBER

8093725

RECORDED ON

March 27, 2013 10:39 AM

INSTRUMENT NUMBER

4967591

BOOK: OR13064

PAGE: 2282

No. Of Pages

(Excluding Recording Information and/or Summary Sheet)

7

Consideration Amount

\$90,000.00

Recording Fee

\$90.00

Realty Transfer Fee

\$0.00

Total Amount Paid

\$90.00

Municipality

FLORENCE TWP

Parcel Information

Block: 116

Lot: 5

First Party Name

SALT & LIGHT CO INC

Second Party Name

FIRST COLONIAL COMMUNITY BANK

Additional Information (Official Use Only)



4967591

FILED AHP
1st Colonial Bank

Ctrl Id: 5109711 Recording Clerk: jdauria

***** DO NOT REMOVE THIS PAGE. *****
COVER SHEET (DOCUMENT SUMMARY FORM) IS PART OF BURLINGTON COUNTY FILING RECORD
***** RETAIN THIS PAGE FOR FUTURE REFERENCE. *****



AFFORDABLE HOUSING PROGRAM SUBORDINATE MORTGAGE FOR RENTAL PROJECTS

30/6000
THIS SUBORDINATE MORTGAGE ("Mortgage") is made on January 15, 2013
between Salt & Light Company, Inc.

or its permitted assignee, (the "Sponsor"), and 1st Colonial Community Bank
(the "Lender"), and all who succeed to the Lender's responsibilities (such as successors and assigns), a banking
institution and a stockholder of the Federal Home Loan Bank of New York ("FHLB-NY"). The Lender is
organized and exists under the laws of the State or Commonwealth of New Jersey and
has its principal office at 1150 Haddon Avenue, Collingswood, NJ 08108

PROMISSORY NOTE

In consideration of the sum of Ninety Thousand Dollars
(\$90,000.00), (hereafter referred to as the "Principal") received by the Sponsor as a result of certain
subsidy that the Lender obtained through the Affordable Housing Program ("AHP") pursuant to Section 10(j) of
the Federal Home Loan Bank Act (12 USC § 1430(j)) and the regulation of the Federal Housing Finance
Agency promulgated thereunder, as amended from time to time, 12 CFR Part 1291 in connection with a certain
parcel of real estate which is owned by the Sponsor (as described below), the Sponsor has signed an AHP
Promissory Note ("Note") of even date herewith. The Sponsor has promised to pay the amounts due under the
Note in the event of the occurrence of certain circumstances as provided herein and to abide by all promises
contained in the Note.

MORTGAGE AS COLLATERAL

1. This Mortgage is given to the Lender as security for the payment of amounts due and the performance of all
promises under the Note and secures the real estate owned by the Sponsor described as follows (referred to
as the "Project"):

All of the land located in the municipality of Roebling, County of
Burlington, and State/Commonwealth of New Jersey, specifically
described as follows:

Address: 340 Alden Avenue

Section No.: _____ Block No.: 116 Lot No(s): 5

Also more particularly described in the Legal Description of the Project site, attached hereto as Exhibit A,

EXHIBIT A
LEGAL DESCRIPTION

All those certain lots, or parcels of land and premises situate in the Township of Florence, County of Burlington, and State of New Jersey.

Being known and designated as Lots 113, and 114, and the easterly $\frac{1}{2}$ of Lot 115 as shown on "Plan of Lots, Roebling Park Track, Roebling, New Jersey, Florence Township, Burlington County, E. B. Tatum, Owner", filed in the Burlington County Clerk's Office on February 27, 1916, as Map #1508.

Also known and designated as Lot #5, Block 116 on the Official Tax Map of the Township of Florence, and as 340 Alden Ave., Roebling, N.J.

Unofficial Document

Together with:

- i) All buildings and other real improvements that now are or will be located on the site of the Project;
- ii) All fixtures, equipment and personal property that now are or will be attached to or used with the land, buildings and improvements of or on the site of the Project; and
- iii) All rights which the Sponsor now has or will acquire with regard to the Project.

SPONSOR'S ACKNOWLEDGEMENTS

2. The Sponsor acknowledges and understands that:

- a) The Project which is subject to this Mortgage has been designated as housing which, except as otherwise permitted under the AHP Regulation, must be occupied by and affordable to income-eligible households in accordance with the income-eligibility and affordability restrictions of the AHP Regulation and the commitments made in the Lender's approved application to the AHP, as provided in the Note, for a period of fifteen (15) years from the date of the issuance of the Project's Certificate of Occupancy (the "Retention Period"); and
- b) To ensure that the Project is operated by the Sponsor in accordance with the provisions of the FHLB-NY's AHP during the Retention Period, the Note has been executed by the Sponsor and contains restrictions governing the use and rental of the Project, and repayment obligations in the event of transfer, sale, or refinancing of the Project under certain circumstances.

SPONSOR'S PROMISES

3. In consideration for the benefits received as aforesaid, the Sponsor agrees to comply with all of the terms of the Note and this Mortgage which include:

- a) During the Retention Period, the Sponsor shall use the Project only as permitted by the Note and the AHP Regulation. In the event of breach of this promise (an "Event of Noncompliance"), the Sponsor hereby agrees to repay to Lender the amount of Principal that may be due pursuant to the Note together with such other sums as may be due under the Note.
- b) The Sponsor warrants title to the Project and will defend its ownership against all claims.
- c) The Sponsor shall pay all liens, taxes, assessments and other governmental charges made against the Project when due. The Sponsor will not claim any credit for any taxes paid on the Project against the Principal and any interest payable under the Note and this Mortgage.
- d) The Sponsor shall keep the Project in good repair, neither damaging nor abandoning it. The Sponsor will allow the Lender to inspect the Project upon reasonable notice.
- e) The Sponsor shall use the Project in compliance with all laws, ordinances and other requirements of any governmental authority.
- f) The Sponsor shall keep the Project insured against fire and other casualty in an amount acceptable to the Lender, naming the Lender as a loss payee thereon, as its interest may appear, and providing the Lender annually with a Certificate of Insurance evidencing such coverage.

AFFORDABLE HOUSING RESTRICTIONS

4. The Principal is not derived from Federal funds and is subject to the terms and conditions of this Mortgage, the Note, and the AHP Regulation, as amended from time to time.
5. The AHP Regulation, together with the FHLB-NY's procedures and restrictions that govern the use, transfer, sale, rental, and refinancing of the Project, have been established pursuant to the Lender's application to the FHLB-NY's AHP as well as the AHP Regulation.
6. Reference is made to the Note and the definitions of restrictions for the procedure in calculating the amount of Principal to be paid to the Lender by the Sponsor upon an Event of Noncompliance during the Retention Period, and for the determination of the restricted period of time.

RIGHTS GIVEN TO LENDER

7. The Sponsor, by pledging the Project to the Lender, gives to the Lender those rights stated in this Mortgage, all rights by law given to creditors who hold liens and also all rights the law gives to the Lender and/or the FHLB-NY under the AHP. Upon performance of the promises contained in the Note and Mortgage, the Lender will cancel this Mortgage at its expense.

DEFAULT AND RECAPTURE OBLIGATIONS

8. The Lender may declare the Sponsor in default on the Note and this Mortgage if:
 - a) The Sponsor fails to comply with the provisions of the AHP Regulation, this Mortgage, the Note, and any other agreements related to the AHP (hereinafter collectively referred to as the "Related Documents") that the Lender and Sponsor mutually executed when the Principal was initially approved and reserved for the Project.
 - b) The Sponsor fails to make any payment required by the Note and this Mortgage;
 - c) The Sponsor fails to keep any other promises made in this Mortgage;
 - d) The ownership of the Project is changed for any reason without compliance with any provisions set forth in the AHP Regulation, this Mortgage, the Note, or the Related Documents.
9. The Sponsor and Lender acknowledge that if the FHLB-NY determines through its own monitoring or the Lender informs the FHLB-NY that the Principal will not be or is no longer being used for the approved purposes in accordance with the Note and the AHP Regulation, and the noncompliance is the result of the Sponsor's actions or omissions, the Sponsor is liable to fully or partially repay the Lender the Principal and interest thereon, as determined by the FHLB-NY, as provided herein.
10. The Sponsor agrees to fully repay the Lender the Principal if the Project units cease to be occupied by and affordable for households with incomes at or below the levels committed to be served in the approved application for the Principal.
11. In the case of sale, refinance, or transfer of title in connection with the Project prior to the end of the Retention Period, the Sponsor acknowledges that the full amount of the Principal shall be repaid to the Lender, unless:

- a) The Sponsor agrees to provide the Lender and the FHLB-NY with written notice of such sale or refinancing in accordance with the provisions set forth in the Note; and
 - b) The Sponsor acknowledges that the full amount of the Principal shall be repaid to the Lender, unless:
 - i) The Project continues to be subject this Mortgage, the Note, a deed restriction or other legally enforceable retention agreement or mechanism that incorporates the income-eligibility and affordability restrictions committed to in the Lender's approved application to the AHP for the duration of the Retention Period; or
 - ii) If authorized by the FHLB-NY, in its sole discretion, the households are relocated, due to the exercise of eminent domain, or for expansion of housing or services, to another property that is made subject to a deed restriction or other legally enforceable retention agreement or mechanism incorporating the income eligibility and affordability restrictions committed to in the Lender's approved application to the AHP for the remainder of the Retention Period.
12. The Lender and Sponsor agree that any repayment of the Principal, and any payments of interest thereon pursuant to section 9, must be repaid to the FHLB-NY forthwith.
13. If an Event of Noncompliance occurs that necessitates repayment of Principal, the Lender shall request that the Sponsor promptly reimburse the Lender for such amount.
- a) In the event the Sponsor fails to repay, the Lender shall exercise reasonable collection efforts to obtain repayment of the Principal that is due, and shall commence foreclosure proceedings against its lien on the Project in the event that such collection efforts are unsuccessful. Any repayment of the Principal that is realized from the foreclosure proceedings shall satisfy the Sponsor's obligation. The Sponsor agrees to pay all costs, including any legal fees, in the event that the Lender must refer this matter to an attorney or outside agency for collection and/or foreclosure of this Mortgage.
 - b) The income-eligibility and affordability restrictions applicable to the Project under the Note, this Mortgage, and the AHP Regulation shall terminate after any foreclosure proceedings.

LENDER'S RIGHTS UPON A DEFAULT OR EVENT OF NONCOMPLIANCE

14. If the Lender declares that the Note and this Mortgage are in default, all sums due and owing to the Lender as provided in the Note, this Mortgage, and the AHP Regulation shall be immediately due and payable. The Lender shall have, subject to the rights of prior liens, all rights given by law or set forth in this Mortgage, the Note, the Related Documents, and the AHP Regulation.

NO WAIVER BY LENDER

15. The Lender may exercise any right under this Mortgage or under any law, even if the Lender has delayed in exercising that right or has agreed in an earlier instance not to exercise that right. The Lender does not waive its right to declare the Sponsor in default by making payments or incurring expense on behalf of the Sponsor.

EACH PERSON LIABLE

- 16. This Mortgage is legally binding upon the Sponsor or Owner and all who succeed to the Sponsor's responsibilities (such as successors and assigns). The Lender may enforce any of the provisions of the Note and this Mortgage against the Sponsor who signs this Mortgage or any such subsequent purchaser or owner.

SUBORDINATE LIEN

- 17. The lien of this Mortgage is subordinate to and subject only to the terms and provisions of any first mortgage loan or prior liens on the Project that have been executed contemporaneously herewith.

NO ORAL CHANGES

- 18. This Mortgage can only be changed by an agreement in writing signed by both the Sponsor and the Lender.

ACKNOWLEDGEMENT

- 19. The Sponsor acknowledges receipt of a true copy of this Mortgage at no charge.

SIGNATURES

- 20. The Sponsor agrees to the terms of this Mortgage by signing the following page.

[Signature page to follow.]

IN WITNESS WHEREOF, the undersigned representative of the Sponsor executes this Mortgage on the day and year first above written:

WITNESS:

[Signature]

Salt & Light Company, Inc.
(Sponsor name)

[Signature]
(Signed)

Kent R. Pipes
(Printed name of authorized representative)

President
(Title)

STATE/COMMONWEALTH OF New Jersey
COUNTY OF Camden SS.

BE IT REMEMBERED that on this 15 day of January in the year 2013 before me personally appeared Kent R. Pipes who, being by me duly sworn deposes and makes proof to my satisfaction that he/she is the President of the Sponsor, the corporation named within the Mortgage; that this is the Mortgage for the described Project; that the execution, as well as the making of this instrument, have been duly authorized by virtue of authority from its Board of Directors (or Trustees) and are the voluntary acts and deeds of the Sponsor; that deponent well knows the corporate seal of the Sponsor; and that the seal affixed to the Note is the proper corporate seal and was thereto affixed.

Sworn to and subscribed before me, the undersigned, the date aforesaid.

[Signature]
Notary Public
SHERI A. HARRIS
NOTARY PUBLIC OF NEW JERSEY
Commission Expires 3/20/2013

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PROPANE ENERGY POD BUILDER INCENTIVE PROGRAM

Earn up to \$7,500 by building new Propane Energy Pod homes.

As part of its effort to research, develop, and demonstrate the effectiveness of propane technology, PERC is offering a monetary incentive to qualifying and select builders who build new homes that follow the Propane Energy Pod model and include propane equipment for space heating, water heating, cooking, and other heating and power applications.

PROPANE
ENERGY POD
BUILDER INCENTIVE PROGRAM

[APPLY NOW ►](#)

To promote the construction of Pod homes within the United States, the Propane Energy Pod Builder Incentive Program offers builders up to \$1,500 for each new home built to the Propane Energy Pod model. And builders are eligible to receive the incentive for up to five homes per state, for a total of up to \$7,500 per year. It's a win-win for you and your customers, who will enjoy the improved energy efficiency, performance, comfort, and carbon-emission reductions of Pod homes when compared with all-electric counterparts.

[Who can apply?](#)[How much will I get?](#)[What's needed of me?](#)[How do I apply?](#)

Who can apply?

To qualify for selection into the program, you must meet the following criteria:

- You are a U.S. builder, and at least 18 years of age.
- You are claiming up to five incentives per year, per state.
- You must also agree to the program's data reporting requirements (see "What's needed of me?").

How much will I get?

Builders may apply to participate in the program at one of three levels, based on the amount of propane equipment installed into the home.

Propane Application Installed	Full Comfort & Efficiency (\$1,500)	Essential Needs (\$1,000)	Strategic Application (\$750)
Space heating: any boiler, furnace, or combination system	✓	✓	
Water heating: any tankless, storage, or combination system	✓	✓	✓

Events

Join us for live training sessions at these upcoming trade shows:

Greenbuild International Conference and Expo
November 18-20, Washington, D.C.

[See all events](#)

5 APPLICATIONS.
ONE BIG INCENTIVE.
[APPLY NOW >>](#)



AFFORDABLE HOUSING PROGRAM PROMISSORY NOTE FOR RENTAL PROJECTS

August 12, 2011, 2011
(DATE)

Eastampton, NJ
(CITY) (STATE)

FOR VALUE RECEIVED, The Salt and Light Company, Inc.

(hereinafter referred to as the "Sponsor") promises to pay to the order of 1st Colonial National Bank, NA (hereinafter referred to as the "Lender"), and all who succeed to the Lender's responsibilities (such as successors and assigns), a banking organization, organized and existing under the laws of the State or Commonwealth of New Jersey, maintaining its principal office at 1050 Haddon Ave., Collingswood, New Jersey 08108 the Principal sum of One Hundred Twenty Thousand and 00/100 DOLLARS (\$120,000.00) (hereafter referred to as the "Principal") in lawful money of the United States of America in the event of the occurrence of certain circumstances as provided herein.

SUBORDINATE MORTGAGE

As security for the payment of amounts that may be due under this Note and the performance of all promises contained in this Note, the Sponsor is giving the Lender a Subordinate Mortgage ("Mortgage"), of even date herewith. The Mortgage encumbers a certain parcel of real estate which is owned by the Sponsor, the legal description of such real estate being contained in the Mortgage, which has an address of 340 Alden Ave., Roebling New Jersey 08554

A more detailed Legal Description of the aforementioned parcel of real estate is attached hereto as Exhibit A.

SPONSOR'S OBLIGATIONS

1. This Note implements requirements applicable to assistance that the Lender furnished the Sponsor under the Affordable Housing Program ("AHP") of the Federal Home Loan Bank of New York ("FHLB-NY") in connection with a certain affordable housing initiative known as Alden Avenue Apartments (the "Project").
2. This Note, the Mortgage, and any other agreements related to the AHP (hereinafter collectively referred to as the "Related Documents") to which the Sponsor is a party and has executed or will duly execute in connection with the Project are, or upon execution will be, the valid and legally binding obligation of the Sponsor, enforceable against the Sponsor in accordance with their respective terms and conditions.
3. The consummation of the transactions contemplated hereby and the execution, delivery and performance of this Note, the Mortgage, and the Related Documents by the Sponsor will not violate or constitute or result in a material breach of or a default under any agreement, mortgage, deed of trust, lease, loan or security agreement, or any other instrument to which the Sponsor is a party or by which it may be bound or affected.

FHLB AHP funds then \$90,000
1st Colonial Bank disbursed

4. Pursuant to the regulation of the Federal Housing Finance Agency that governs the operation of the AHP found at 12 CFR Part 1291, as amended from time to time, ("AHP Regulation"), and except as otherwise provided therein, the Project must be occupied by and affordable to income-eligible households in accordance with the income-eligibility and affordability restrictions of the AHP Regulation and the commitments made in the Lender's approved application to the AHP, for a period of fifteen (15) years ("Retention Period") from the date of the issuance of a Certificate of Occupancy, or equivalent document issued by the governmental agency having jurisdiction over the construction of buildings in the event of the construction of the Project, or, from the date of issuance of a Certificate of Substantial Completion or equivalent document issued by the governmental agency having jurisdiction over the construction of buildings in the event of repairs to or rehabilitation of the Project. All other definitions of terms shall be in accordance with the definitions set forth in the AHP Regulation.
5. The Sponsor hereby acknowledges receipt of the Principal. No Principal shall be collected under this Note from the Sponsor except as otherwise provided herein. No interest shall be charged on the Principal under this Note in the event of a sale or refinancing of the Project that initiates repayment of the Principal as provided herein. This Note shall be deemed satisfied and the Borrower shall be entitled to a release of the Mortgage which secures this Note upon the expiration of fifteen (15) years as set forth above in Paragraph 4 and the AHP Regulation.
6. Any repayment(s) of Principal and/or any payments of interest pursuant to § 11 (below) that are received by the Lender or Sponsor must be paid forthwith to the FHLB-NY, as specified in the AHP Regulation.
7. The Sponsor hereby agrees that the residential units that comprise the Project are to be reserved for occupancy by households whose incomes conform to the AHP Regulation and satisfy the income targeting commitments set forth in the Lender's approved application to the AHP. Income eligibility shall be determined upon initial occupancy of the Project. If the Project involved the purchase or rehabilitation of rental housing that was already occupied, income eligibility shall be determined at the time that the Lender's application to the AHP was submitted to the FHLB-NY for approval.
8. The Sponsor hereby agrees to maintain an affordable rent structure, which means:
 - a) The rent charged to a household for a unit that is to be reserved for occupancy by a household with an income at or below 80 percent of the median income for the area, does not exceed 30 percent of the income of a household of the maximum income and size expected, under the commitment made in the Lender's approved application to the AHP, to occupy the unit (assuming occupancy of 1.5 persons per bedroom or 1.0 persons per unit without a separate bedroom); or
 - b) The rent charged to a household, for rental units subsidized with Section 8 assistance under 42 U.S.C. 14379(f) or subsidized under another assistance program where the rents are charged in the same way as under the Section 8 program, if the rent complied with the AHP Regulation at the time of the household's initial occupancy in the Project and the household continues to be assisted through the Section 8 or another assistance program, respectively.
9. By executing this Note, the Sponsor hereby agrees that the Lender and the FHLB-NY, or its designee, shall be given thirty (30) days written notice of a sale, refinancing, foreclosure or transfer in lieu of foreclosure of the Project occurring prior to the end of the Retention Period. In the case of a sale or refinancing of the Project prior to the end of the Retention Period, an amount equal to 100 percent of the Principal shall be repaid to the Lender, for subsequent transfer to the FHLB-NY, unless:

- a) The Project continues to be subject to this Note, the Mortgage, a deed restriction, or other legally enforceable retention agreement or mechanism that incorporates the income eligibility and affordability restrictions committed to in the Lender's approved application to the AHP for the duration of the Retention Period; or
 - b) If authorized by the FHLB-NY, in its discretion, the households are relocated, due to the exercise of eminent domain, or for expansion of housing or services, to another party that is made subject to a deed restriction or other legally enforceable retention agreement or mechanism incorporating the income eligibility and affordability restrictions committed to in the Lender's approved application to the AHP for the remainder of the Retention Period.
10. The income eligibility and affordability restrictions applicable to the Project shall terminate upon the conclusion of any foreclosure proceedings.
11. If the Principal is not used or the Project is not operated in conformity with the terms of the Lender's approved application to the AHP and the requirements of the AHP Regulation, and such misuse is the result of the Sponsor's actions or omissions, then the Lender shall recover from the Sponsor and repay to the FHLB-NY that portion of the Principal, plus interest as may be required by the FHLB-NY, which is not properly used as a result of the Sponsor's actions or omissions, unless such noncompliance is cured by the Sponsor within a reasonable period of time, as determined by the FHLB-NY.

AMENDMENT AND WAIVERS

12. No modification, amendment, or waiver of any provision of this Note or consent to any departure therefrom shall be effective unless an agreement in writing is executed by the parties to this Note with the consent of the FHLB-NY. Any forbearance, failure, or delay by a party, in exercising any right, power, or remedy hereunder or under law or regulation shall not be deemed to be a waiver thereof, and any single or partial exercise by a party of any right, power, or remedy shall not preclude the exercise of any right or remedy hereunder. Every right, power, and remedy of a party shall continue in full force and effect until specifically waived by the party, in writing.

JURISDICTION AND DEFAULT INTEREST AND FEES

13. If an event of noncompliance as a result of the Sponsor's actions or omissions has been declared by either the Lender or the FHLB-NY, a default rate of interest may be charged thereafter on the Principal, as required by the Lender or determined by local legal default rate limits, until the required amount of Principal is either repaid by the Sponsor or until the Project is restored to conformity with the Lender's approved application to the AHP and the AHP Regulation. In the event that any applicable law limiting the amount of interest or other charges permitted to be collected from Sponsor is interpreted so that any charge provided for in this Note or the Mortgage, whether considered separately or together with other charges levied in connection with this Note or the Mortgage, violates such law, and Sponsor is entitled to the benefit of such law, such charge is hereby reduced to the extent necessary to eliminate such violation. The Lender shall be entitled to recover reasonable legal fees and expenses from the Sponsor in the event that it becomes necessary to refer the collection of the Principal to an attorney.

14. In any action or proceeding brought by the FHLB-NY, the Lender, or the Sponsor in order to enforce any right or remedy under this Note, the parties hereby consent to, and agree that they will submit to, the jurisdiction of the United States District Court for the Southern District of New York or, if such action or proceeding may not be brought in federal court, the jurisdiction of the New York State courts located in the City and County of New York, Borough of Manhattan to the exclusion of all other courts, unless it is determined that such action or proceeding must be held in the jurisdiction where the Project is located.

APPLICABLE LAW AND SEVERABILITY

15. This Note shall be governed by the laws of the United States and, to the extent federal law incorporates or defers to state law, the laws of the State of New York (excluding, however, the conflict of laws rules of such State). In the event that any portion of this Agreement conflicts with applicable law, such conflict shall not affect other provisions of this Note that can be given effect without the conflicting provision, and to this end the provisions of this Note are declared to be severable.

SUCCESSORS AND ASSIGNS

16. This Agreement shall be binding upon the successors and permitted assigns of the Sponsor or Owner, and the FHLB-NY.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned authorized representative of the Sponsor executes this Note on the day and year first above written:

WITNESS:

Capital Edwards

The Salt and Light Company, Inc.

(Sponsor name)

[Signature]

(Signed)

Kent R. Pipes

(Printed name of authorized representative)

President

(Title)

STATE/COMMONWEALTH OF New Jersey :

ss.

COUNTY OF Burlington :

BE IT REMEMBERED that on this 12 day of August in the year 2011, before me personally appeared Kent R. Pipes who, being by me duly sworn deposes and makes proof to my satisfaction that he/she is the President of the Sponsor, the corporation named within the Note; that this is the Note for the described Project; that the execution, as well as the making of this instrument, have been duly authorized by virtue of authority from its Board of Directors (or Trustees) and are the voluntary acts and deeds of the Sponsor; that deponent well knows the corporate seal of the Sponsor; and that the seal affixed to the Note is the proper corporate seal and was thereto affixed.

Sworn to and subscribed before me, the undersigned, the date aforesaid.

SONYA T. STACKPOLE
NOTARY PUBLIC OF NEW JERSEY
Commission Expires 9/3/2013

[Signature]
Notary Public



AFFORDABLE HOUSING PROGRAM SUBORDINATE MORTGAGE FOR RENTAL PROJECTS

THIS SUBORDINATE MORTGAGE ("Mortgage") is made on August 12, 2011 between The Salt and Light Company, Inc. or its permitted assignee, (the "Sponsor"), and 1st Colonial National Bank, NA (the "Lender"), and all who succeed to the Lender's responsibilities (such as successors and assigns), a banking institution and a stockholder of the Federal Home Loan Bank of New York ("FHLB-NY"). The Lender is organized and exists under the laws of the State or Commonwealth of New Jersey and has its principal office at 1050 Haddon Ave., Collingswood, NJ 08108

PROMISSORY NOTE

In consideration of the sum of One Hundred Twenty Thousand and no/100 Dollars (\$ 120,000.00), (hereafter referred to as the "Principal") received by the Sponsor as a result of certain subsidy that the Lender obtained through the Affordable Housing Program ("AHP") pursuant to Section 10(j) of the Federal Home Loan Bank Act (12 USC § 1430(j)) and the regulations of the Federal Housing Finance Agency promulgated thereunder, 12 CFR Part 1291, as amended from time to time, (the "AHP Regulation") in connection with a certain parcel of real estate which is owned by the Sponsor (as described below), the Sponsor has signed an AHP Promissory Note ("Note") of even date herewith. The Sponsor has promised to pay the amounts due under the Note in the event of the occurrence of certain circumstances as provided herein and to abide by all promises contained in the Note.

MORTGAGE AS COLLATERAL

1. This Mortgage is given to the Lender as security for the payment of amounts due and the performance of all promises under the Note and secures the real estate owned by the Sponsor described as follows (referred to as the "Project"):

All of the land located in the municipality of Roebling (Florence Township), County of Burlington, and State/Commonwealth of New Jersey, specifically described as follows:

Address: 340 Alden Avenue

Section No.: _____ Block No.: 116 Lot No(s): 5

Also more particularly described in the Legal Description of the Project site, attached hereto as Exhibit A,

Together with:

- i) All buildings and other real improvements that now are or will be located on the site of the Project;
- ii) All fixtures, equipment and personal property that now are or will be attached to or used with the land, buildings and improvements of or on the site of the Project; and
- iii) All rights which the Sponsor now has or will acquire with regard to the Project.

SPONSOR'S ACKNOWLEDGEMENTS

2. The Sponsor acknowledges and understands that:

- a) The Project which is subject to this Mortgage has been designated as housing which, except as otherwise permitted under the AHP Regulation, must be occupied by and affordable to income-eligible households in accordance with the income-eligibility and affordability restrictions of the AHP and the AHP Regulation and the commitments made by Sponsor in the Lender's approved application to the AHP for a period of fifteen (15) years from the date of the issuance of a Certificate of Occupancy or equivalent document issued by the governmental agency having jurisdiction over the construction of buildings in the event of the construction of the Project, or, from the date of issuance of a Certificate of Substantial Completion or equivalent document issued by the governmental agency having jurisdiction over the construction of buildings in the event of repairs to or rehabilitation of the Project (the "Retention Period"); and
- b) The Project must be operated by the Sponsor in accordance with the provisions of the FHLB-NY's AHP and the AHP Regulation during the Retention Period, and understands the restrictions governing the use and rental of the Project and the repayment obligations in the event of transfer, sale, or refinancing of the Project under certain circumstances.

SPONSOR'S PROMISES

3. In consideration for the benefits received as aforesaid, the Sponsor agrees to comply with all of the terms of the Note and this Mortgage which include:

- a) During the Retention Period, the Sponsor shall use the Project only as permitted by the Note and the AHP Regulation.
- b) The Sponsor warrants title to the Project and will defend its ownership against all claims.
- c) The Sponsor shall pay all liens, taxes, assessments and other governmental charges made against the Project when due. The Sponsor will not claim any credit for any taxes paid on the Project against the Principal and any interest payable under the Note and this Mortgage.
- d) The Sponsor shall keep the Project in good repair, neither damaging nor abandoning it. The Sponsor will allow the Lender to inspect the Project upon reasonable notice.
- e) The Sponsor shall use the Project in compliance with all laws, ordinances and other requirements of any governmental authority.
- f) The Sponsor shall keep the Project insured against fire and other casualty in an amount acceptable to the Lender, naming the Lender as a loss payee thereon, as its interest may appear, and providing the Lender annually with a Certificate of Insurance evidencing such coverage.
- g) The Sponsor shall give the Lender and the FHLB-NY notice of any sale or refinancing of the Project occurring prior to the end of the retention period.
- h) The Sponsor shall ensure that the Project's rental units, or applicable portion thereof, shall remain occupied by and affordable for households with incomes at or below the levels committed to be served in the approved AHP application for the duration of the retention period.

AFFORDABLE HOUSING RESTRICTIONS

4. The Principal is not derived from Federal funds and is subject to the terms and conditions of this Mortgage, the Note, the AHP and the AHP Regulation, as amended from time to time.
5. The AHP Regulation, together with the FHLB-NY's procedures and restrictions that govern the use, transfer, sale, rental, and refinancing of the Project, have been established pursuant to the Lender's application to the FHLB-NY's AHP as well as the AHP Regulation.
6. Reference is made to the Note and AHP regulation for the procedure in calculating the amount of Principal to be paid to the Lender by the Sponsor upon an Event of Noncompliance during the Retention Period, and for the determination of the restricted period of time.

RIGHTS GIVEN TO LENDER

7. The Sponsor, by pledging the Project to the Lender, gives to the Lender those rights stated in this Mortgage, all rights by law given to creditors who hold liens, and all rights the law gives to the Lender and/or the FHLB-NY under the AHP and the AHP Regulation. Upon Sponsor's performance of the promises contained in the Note and Mortgage and its obligations under the AHP and the AHP Regulation, the Lender will cancel this Mortgage at its expense.

DEFAULT AND RECAPTURE OBLIGATIONS

8. The Lender may declare the Sponsor in default on the Note and this Mortgage if:
 - a) The Sponsor fails to comply with the provisions of the AHP Regulation, this Mortgage, the Note, and any other agreements related to the AHP (hereinafter collectively referred to as the "Related Documents") that the Lender and Sponsor mutually executed when the Principal was initially approved and reserved for the Project.
 - b) The Sponsor fails to make any payment required by the Note and this Mortgage;
 - c) The Sponsor fails to keep any other promises made in this Mortgage;
 - d) The ownership of the Project is changed for any reason without compliance with any provisions set forth in the AHP Regulation, this Mortgage, the Note, or the Related Documents.
 - e) The Principal will not be or is no longer being used for the approved purposes in accordance with the Note, the AHP and the AHP Regulation, and the noncompliance is the result of the Sponsor's actions or omissions.
 - f) The Project units cease to be occupied by and affordable for households with incomes at or below the levels committed to be served in the approved application for the Principal.
 - g) There is a sale, refinance, or transfer of title in connection with the Project prior to the end of the Retention Period, unless:
 - i) The Sponsor agrees to provide the Lender and the FHLB-NY with written notice of such sale or refinancing in accordance with the provisions set forth in the Note; and

- ii) The Project continues to be subject this Mortgage, the Note, a deed restriction or other legally enforceable retention agreement or mechanism that incorporates the income-eligibility and affordability restrictions committed to in the Lender's approved application to the AHP for the duration of the Retention Period; or
- iii) If authorized by the FHLB-NY, in its sole discretion, the households are relocated, due to the exercise of eminent domain, or for expansion of housing or services, to another property that is made subject to a deed restriction or other legally enforceable retention agreement or mechanism incorporating the income eligibility and affordability restrictions committed to in the Lender's approved application to the AHP for the remainder of the Retention Period.

LENDER'S RIGHTS UPON A DEFAULT OR EVENT OF NONCOMPLIANCE

- 9. If the Lender declares that the Note and this Mortgage are in default, all sums due and owing to the Lender as provided in the Note, this Mortgage, the AHP and the AHP Regulation shall be immediately due and payable unless the member, the sponsor or owner cures the noncompliance within a reasonable period of time or the circumstances of noncompliance are eliminated through a modification of the terms of the approved application for AHP subsidy pursuant to the AHP Regulation. The Lender shall have, subject to the rights of prior liens, all rights given by law or set forth in this Mortgage, the Note, the Related Documents, and the AHP Regulation.
- 10. If an Event of Default or Noncompliance occurs that necessitates repayment of Principal, the Lender shall request that the Sponsor promptly reimburse the Lender for such amount.
 - a) In the event the Sponsor fails to repay, the Lender shall exercise reasonable collection efforts to obtain repayment of the Principal that is due, and shall commence foreclosure proceedings against its lien on the Project in the event that such collection efforts are unsuccessful. Any repayment of the Principal that is realized from the foreclosure proceedings shall satisfy the Sponsor's obligation. The Sponsor agrees to pay all costs, including any legal fees, in the event that the Lender must refer this matter to an attorney or outside agency for collection and/or foreclosure of this Mortgage.
 - b) The income-eligibility and affordability restrictions applicable to the Project under the Note, this Mortgage, the AHP and the AHP Regulation shall terminate after any foreclosure proceedings.

NO WAIVER BY LENDER

- 11. The Lender may exercise any right under this Mortgage or under any law, even if the Lender has delayed in exercising that right or has agreed in an earlier instance not to exercise that right. The Lender does not waive its right to declare the Sponsor in default by making payments or incurring expense on behalf of the Sponsor.

EACH PERSON LIABLE

- 12. This Mortgage is legally binding upon the Sponsor or Owner and all who succeed to the Sponsor's responsibilities (such as successors and assigns). The Lender may enforce any of the provisions of the Note and this Mortgage against the Sponsor who signs this Mortgage or any such subsequent purchaser or owner.

SUBORDINATE LIEN

13. The lien of this Mortgage is subordinate to and subject only to the terms and provisions of any first mortgage loan or prior liens on the Project that have been executed contemporaneously herewith.

NO ORAL CHANGES

14. This Mortgage can only be changed by an agreement in writing signed by both the Sponsor and the Lender and approved by the FHLB-NY.

SEVERABILITY

15. If any provision of this mortgage is held by a court of competent jurisdiction to be contrary to law, the remaining provisions of such document will remain in full force and effect.

APPLICABLE LAW AND JURISDICTION

16. This Note shall be governed by the laws of the United States and, to the extent federal law incorporates or defers to state law, the laws of the State of New York (excluding, however, the conflict of laws rules of such State) unless it is determined that such action or proceeding must be held in the jurisdiction where the Project is located. In any action or proceeding brought by the FHLB-NY, the Lender, or the Sponsor in order to enforce any right or remedy under this Note, the parties hereby consent to, and agree that they will submit to, the jurisdiction of the United States District Court for the Southern District of New York or, if such action or proceeding may not be brought in federal court, the jurisdiction of the New York State courts located in the City and County of New York, Borough of Manhattan to the exclusion of all other courts, unless it is determined that such action or proceeding must be held in the jurisdiction where the Project is located.

ACKNOWLEDGEMENT

17. The Sponsor acknowledges receipt of a true copy of this Mortgage at no charge.

SIGNATURES

18. The Sponsor agrees to the terms of this Mortgage by signing the following page.

[Signature page to follow.]

IN WITNESS WHEREOF, the undersigned representative of the Sponsor executes this Mortgage on the day and year first above written:

WITNESS:

Cystal Edwards

The Salt and Light Company, Inc.

(Sponsor name)

[Signature]
(Signed)

Kent R. Pipes

(Printed name of authorized representative)

President

(Title)

STATE/Commonwealth of New Jersey :

SS.

COUNTY OF Burlington :

BE IT REMEMBERED that on this 12 day of August in the year 2011 before me personally appeared Kent R. Pipes who, being by me duly sworn deposes and makes proof to my satisfaction that he/she is the President of the Sponsor, the corporation named within the Mortgage; that this is the Mortgage for the described Project; that the execution, as well as the making of this instrument, have been duly authorized by virtue of authority from its Board of Directors (or Trustees) and are the voluntary acts and deeds of the Sponsor; that deponent well knows the corporate seal of the Sponsor; and that the seal affixed to the Note is the proper corporate seal and was thereto affixed.

Sworn to and subscribed before me, the undersigned, the date aforesaid.

SONYA T. STACKPOLE
NOTARY PUBLIC OF NEW JERSEY
Commission Expires 9/3/2013

[Signature]
Notary Public



**AFFORDABLE HOUSING PROGRAM ("AHP")
ANNUAL LONG-TERM COMPLIANCE MONITORING
RENTAL PROJECT CERTIFICATION FORM**

09A0210

Alden Avenue Apartments

AHP Project No.**Project Name ("Project")**

THE SALT AND LIGHT COMPANY, INC.

Name of Project Owner or Not-for-Profit/Government Ownership Entity ("Sponsor")

Whereas § 1291.7(a)(4)(ii) of the regulation that governs the FHLB-NY's administration of the AHP, as promulgated by the Federal Housing Finance Agency and published in the Federal Register under 12 CFR Part 951, requires the Sponsor to certify to the FHLB-NY, on an annual basis until the conclusion of the Project's AHP retention period, that:

- a. the tenant rents and incomes of Project households remain in compliance with the rent and income targeting commitments that were originally specified and approved at time of application to the AHP; and
- b. the Sponsor maintains appropriate supporting documentation regarding household incomes and the rents charged to tenants.

Now therefore, the undersigned, on behalf of the Sponsor, hereby attests that he/she is duly authorized to make the following representations and certifications:

1. The incomes of all Project households and their rents fully conform to the approved occupancy targeting commitments which were either made at time of application to the AHP or subsequently modified, with the written consent of the FHLB-NY;
2. The Project contains 6 (six) units, of which 6 (six) are currently occupied by eligible tenants;
3. The Sponsor maintains adequate documentation (which may be available for review by FHLB-NY staff) regarding Project household income and rent structures in order to properly support this Certification;
4. The Sponsor maintains an ownership interest in the Project and continues to manage the Project in a satisfactory manner; and
5. As of the date below, the Project is not in default for non-payment of any property taxes or debt obligations.

(Please attach any updated marketing materials or photographs of the exterior of the Project, if available.)

Signed:**Authorized Signatory****Date**

Kent R. Pipes

President

Typed/Printed Name**Title**

Randy Fixman

From: Jennifer Allen <techassist@florence-nj.gov>
Sent: Thursday, June 04, 2015 9:11 AM
To: Randy Fixman
Subject: RE: Affordable Unit Monitoring

116/5, new construction 4 unit, CO 4/3/13
116/5, renovation units 5+6, TCO 2/14/14

Jennifer Allen
Technical Assistant
Township of Florence
711 Broad Street
Florence, New Jersey 08518
(P) 609-499-2130
(F) 609-499-3262

*Please note the changes in my email address.
TechAssist@florence-nj.gov
Please update your address list accordingly.*

From: Randy Fixman [mailto:rfixman@cchnj.com]
Sent: Friday, May 29, 2015 1:46 PM
To: Jennifer Allen
Subject: RE: Affordable Unit Monitoring

Hi Jennifer,

Thank you. Do you also have new construction COs for these properties?

Randy

Randy Fixman

Planner
T: 609.883.8383, Ext.330
D: 609.477.7330

Clarke Caton Hintz | 100 Barrack Street, Trenton, NJ 08608
clarkecatonhintz.com | find us on facebook | email
Architecture | Planning | Landscape Architecture

From: Jennifer Allen [mailto:techassist@florence-nj.gov]
Sent: Friday, May 29, 2015 12:11 PM
To: Randy Fixman
Subject: RE: Affordable Unit Monitoring

116/7 -3/20/15

Florence Twp

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

**Rehabilitated Rental Property
With Covenants Restricting Rentals, Conveyance and Improvements
And Requiring Notice of Foreclosure and Bankruptcy**

THIS DEED RESTRICTION, entered into as of this the 25th day of March 2013, by and between the Township of Florence, with offices at 711 Broad St., Florence, NJ 08518, and The Salt and Light Company, Inc. [a New Jersey Non-Profit Corporation having offices] at 1060 Monmouth Road (PO Box 249) Mt. Holly, NJ 08060 the owner (the "Owner") of a residential low or moderate income rental property (the "Property"):

WITNESSETH

Article 1. Consideration

In consideration of the subsidies received by the Owner from the Municipality regarding this rental Property, the Owner hereby agrees to abide by the covenants, terms and conditions set forth in this Deed restriction, with respect to the land and improvements more specifically described in Article 2, hereof (Description of Property).

Article 2. Description of Property

The Property consists of all of the land, improvements thereon and six (6) affordable housing units, that is located in the municipality of Florence Township, County of Burlington, State of New Jersey, and described more specifically as Block No. 116 Lot No. 5 on the official tax map of the Township of Florence and known by the following street address: 340 Alden Avenue, Roebling, NJ 08554. There are two (2) buildings located at 340 Alden Avenue. The front building consists of four (4) affordable housing units and the separate building at the rear of the property contains two (2) affordable housing units.

Article 3. Affordable Housing Covenants

The following covenants (the "Covenants") shall run with the land for a period of thirty (30) years, determined separately with respect for each restricted unit, beginning on the date the restricted unit has undergone final inspection as set forth in the contract entered into by and between the Owner and Municipality in consideration of the subsidy received by Owner for said improvements and ending after the Property occupied by an income eligible household shall become vacant, (the "Control Period").

- A. Sale, rental and use of the Property is governed by regulations known as the Uniform Housing Affordability Controls, which are found in New Jersey Administrative Code at Title 5, chapter 80, subchapter 26 (N.J.A.C. 5:80-26.1, *et seq*, the "Uniform Controls").

- B. The Property shall be used solely for the purpose of providing special needs, supportive housing and rental dwelling units for very low-, low- or moderate-income households, and no commitment for any such dwelling unit shall be given or implied, without exception, to any person who has not been certified for that unit in writing by the Owner. . So long as any dwelling unit remains within its Control Period, sale of the Property must be expressly subject to these Deed Restrictions, deeds of conveyance must have these Deed Restrictions appended thereto, and no sale of the Property shall be lawful, unless approved in advance and in writing by the Township.
- C. No improvements may be made to the Property that would reduce the number of bedrooms of any of its dwelling units.
- D. The Owner shall notify the Township Administrator of any foreclosure actions filed with respect to the Property within five (5) business days of service upon Owner.
- E. The Owner shall notify Township Administrator within three (3) business days of the filing of any petition for protection from creditors or reorganization filed by or on behalf of the Owner.

Article 4. Foreclosure

- A. This Restriction shall not be terminated in the event of a Judgment of Foreclosure on the properties that include Affordable Housing Units that are designated as rental units.
- B. The terms and restrictions of this Agreement shall be subordinate to the existing mortgage liens of record as of March 20, 2013, and in no way shall impair the existing mortgagee's ability to exercise the contract remedies available in the event of any default of such mortgage as set forth in the mortgage documents for this Property.

Article 5. Remedies for Breach of Affordable Housing Covenants

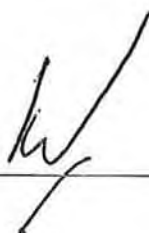
A breach of the Covenants will cause irreparable harm to the Township and to the public, in light of the public policies set forth in the New Jersey Fair Housing Act, the Uniform Housing Affordability Control rules found at N.J.A.C. 5:80-26, and the obligation for the provision of low and moderate-income housing.

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

IN WITNESS WHEREOF, the Township and the Owner have executed this Deed Restriction in triplicate as of the date first above written.

THE SALT AND LIGHT COMPANY, INC., OWNER

BY: _____



Kent R. Pipes
President / CEO

APPROVED BY FLORENCE TOWNSHIP

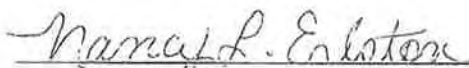
BY: _____



Richard A. Brook
Township Administrator

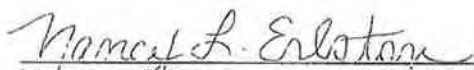
ACKNOWLEDGEMENTS

On this the 20th day of March, 2013 before me came Kent R. Pipes, to me known and known to me to be the President of The Salt and Light Company, Inc., the Owner of the Property, who states that he has signed said Agreement for the purposes stated therein.


Nancy L. Erlston, NOTARY PUBLIC

NANCY L. ERLSTON
NOTARY PUBLIC OF NEW JERSEY
ID # 2419356
My Commission Expires 4/3/2017

On this the 20th day of March, 2013 before me came Richard A. Brook known and known to me to be Township Administrator of Florence Township, the Municipality identified as such in the foregoing Agreement, who states that he is duly authorized to execute said Agreement on behalf of said Municipality, and that he has so executed the foregoing Agreement for the purposes stated therein


Nancy L. Erlston, NOTARY PUBLIC

NANCY L. ERLSTON
NOTARY PUBLIC OF NEW JERSEY
ID # 2419356
My Commission Expires 4/3/2017

AGREEMENT
BETWEEN THE TOWNSHIP OF FLORENCE
AND
THE SALT AND LIGHT COMPANY, INC.

THIS AGREEMENT by and between the TOWNSHIP OF FLORENCE, a municipal corporation and body politic, with offices at the Municipal Building, 711 Broad Street, Florence, New Jersey 08518-2323 (hereinafter referred to as "Township"); and THE SALT AND LIGHT COMPANY, INC. a non-profit corporation of the State of New Jersey, having its principal office address located at PO Box 249, Eastampton, New Jersey 08060, hereinafter referred to as "Salt and Light."

THE AGREEMENT pertains to the two (2) units at the rear of 340 Alden Avenue in a building that is separate from the four (4) units located in a building that has been completely re-built and is situated along the front of Alden Avenue. The units related to this Agreement are identified as rear units 5 and 6.

THE AGREEMENT is a collaborative effort between Salt and Light and the Township with respect to providing affordable housing in the community, and incorporates the confirmation of future payments in lieu of taxes for not only 340 Alden Avenue, but also 140 Alden Avenue and 717 West Second Street as outlined herein.

BACKGROUND

The Township of Florence previously petitioned the New Jersey Council on Affordable Housing (COAH) with its Third Round Affordable Housing and Fair Share Plan and received Third Round Substantive Certification in July 2009.

Salt and Light is the current owner of the property of 340 Alden Avenue (Block 116, Lot 5). Salt and Light is a non-profit corporation providing affordable housing in the State of New Jersey.

There previously existed six (6) residential units on this entire site, with two (2) units being in a rear building, and four (4) located in a separate building that fronts on Alden Avenue. There was a fire that completely destroyed the front building with the four (4) units and Salt and Light is currently rebuilding this structure again with four (4) affordable housing units, and said proposal has been actively supported by the Township; and

The Township of Florence included all six (6) residential units in its Housing Element and Fair Share Plan with Salt and Light's concurrence and said plan was submitted and approved by COAH.

The Township and Salt and Light agreed that there would be a thirty-year deed restriction on the all six (6) units so as to qualify for COAH credit as part of the Township's

Housing Element and Fair Share plan, and Salt and Light shall prepare and file the deed with Burlington County after it has been reviewed and approved by the Township.

The two (2) rear units identified as units 5 and 6 were recently affected by storm flooding and the units have sustained water damage over time that will require substantial renovations by Salt and Light.

1. PURPOSE OF AGREEMENT

Salt and Light is working to secure funding to fully complete all renovations to units 5 and 6 and has requested assistance from the Township since all six (6) units on the property, including units 5 and 6 will be qualifying for COAH credit under the Township's Housing Element and Fair Share Plan. The Township of Florence agrees to contribute \$100,000 from the municipality's COAH Housing Trust Fund towards the reconstruction of the two (2) affordable housing units at rear of this location and the funds will be used to renovate units 5 and 6.

2. PROPERTY INCLUDED IN AGREEMENT

This Agreement pertains to the two (2) rear units at 340 Alden Avenue. They are identified as units 5 and 6 located in a separate structure located at the rear of 340 Alden Avenue.

3. TOWNSHIP SUBSIDY

The Township Agrees to contribute \$100,000 from the municipality's COAH Housing Trust Fund towards the reconstruction of the two (2) affordable housing units at the rear of 340 Alden Avenue. The funds will be used to renovate units 5 and 6.

Each unit equates to one (1) credit of permanent supportive housing per COAH's regulations at NJAC 5:97-6.10. Salt and Light will operate the entire property (all six units, including units 5 and 6) as housing for low and moderate income persons who are in need of affordable housing for no less than thirty (30) years. The Township will transfer the subsidy for the property to Salt and Light in accordance with the provisions of Section 4 and 6 of this Agreement.

Salt and Light agrees that they must complete the renovations and secure a Certificate of Occupancy (CO) from the Township for units 5 and 6 no later than February 1, 2014. If no CO is obtained, then Salt and Light shall be responsible for repaying the full amount of the subsidy from the Housing Trust Fund back to the municipality within six (6) months of receiving such a request in writing from the Township.

4. PAYMENT IN LIEU OF TAXES/CONTRIBUTION TO FLORENCE TOWNSHIP

Salt and Light is a non-profit affordable housing provider and is permitted by law to seek tax exempt status for 340 Alden Avenue.

The Township understands that Salt and Light will remain tax exempt with its ownership of 340 Alden Avenue. The exemption of taxes and payment outlined herein to the Township is being done in conjunction with the provisions of the Fair Housing Act (NJSA 52:27D-311).

Upon the issuance of a Certificate of Occupancy (CO) for the front four (4) units along Alden Avenue, Salt and Light agrees to make a contribution or payment (payment in lieu of taxes, often referred to as a PILOT) of \$4,000 to Florence Township every year. This PILOT payment is for the entire site, including the rear units 5 and 6. Said payment shall be made by October 1st of each year subsequent to the issuance of the CO's. In the year the CO for the front four (4) units are issued, the amount shall be pro-rated, but still payable by October 1st.

As part of this Agreement, Salt and Light has also agreed to make a yearly contribution/payment instead of paying taxes for two additional properties it owns in the Township, 140 Alden Avenue and 717 West Second Street. The yearly contribution for 140 Alden Avenue shall be \$600 and the yearly contribution for 717 West Second Street shall be \$1,200. Payments for 140 Alden Avenue and 717 West Second Street shall commence starting in 2014 and be due on October 1, 2014 and then October 1st of each subsequent year.

5. CONSTRUCTION PERMITS AND WATER AND SEWER FEES/CHARGES

Salt and Light shall be responsible for obtaining all necessary building permits, construction permits and occupancy permits and inspections related to units 5 and 6. All municipal construction permit costs incurred prior to the issuance of the initial Certificate of Occupancy (CO) shall be borne by the Township's COAH Trust Fund. Upon issuance of a CO for units 5 and 6, all future permit costs and expenses shall be the responsibility of Salt and Light.

There is presently a water and sewer connection to the municipal water and sewer system. If Salt and Light has to make a larger connection or a new connection to the public utility system, then the Township agrees not to charge any additional water and sewer connection fees. Once the building is occupied, the Township will charge water and sewer usage fees in a manner consistent with all other users in the community.

6. CONTINGENCIES

This Agreement is contingent upon Salt and Light filing a deed with the required declaration of Covenants, Conditions and Restrictions – Implementing Affordable Housing Controls approved by Florence Township with Burlington County. In order to help facilitate the expeditious completion of this project, the Township has the option of advancing partial or full payment to Salt and Light at the time the Township signs this Agreement. If the Township opts to do timed, pre-determined payments or partial advancements to Salt and Light, said timed payments shall be determined by the Township based upon a schedule that is acceptable and designed to maximize completion of this affordable housing project.

The Township also has the option of making payments up to the amount of \$100,000 to Salt and Light and allowing Salt and Light to hold the funds in an escrow account held by their legal representative and such funds shall not be disbursed to Salt and Light from the escrow account without the express written consent of the Township. Should an escrow account be used, then the parties will execute a mutually acceptable Escrow Agreement. If utilized, this method of payment allows Salt and Light adequate time to complete the project in accordance with this Agreement. All interest earned on the advanced payments held in escrow shall be returned to the Florence Township Affordable Housing Trust Fund, unless otherwise credited to Salt and Light by the Township as part of the total grant.

If necessary, the Township agrees that it shall promptly submit any documentation as may be required by the state to COAH and shall cooperate with Salt and Light in providing such information as may be required to obtain any COAH approval.

7. COMPLIANCE WITH COAH'S RULES AND MAINTENANCE OF PROJECT

Both units (nos. 5 and 6), along with the four (4) front units on 340 Alden Avenue shall be deed restricted as noted above as affordable housing units. All six (6) units are part of Florence Township's Housing Element and Fair Share Plan. The affordable housing deed restriction language for the property must be approved by Florence Township prior to filing with Burlington County.

Salt and Light agrees that all units shall be administered as affordable units under the requirements of COAH's rules on permanent supportive housing at NJAC 5:97-6.10 and, to the extent applicable, of the Uniform Housing Affordability Controls ("UHAC") at N.J.A.C. 5:80-26-1, and shall comply with all applicable COAH and UHAC requirements. Salt and Light shall comply with all existing building, property maintenance and health codes, and shall keep on file with the Township Administrator the name and address of the property manager and other reasonable contact information as may be required.

8. DEFAULT

In the event that any party shall fail to perform any undertaking required to be performed by it pursuant to the terms of this Agreement, unless such obligation is waived in writing by the party or parties for whose benefit such obligation was intended, such failure to perform shall constitute an event of default under this Agreement. In the event of default, the non-defaulting party shall have available any and all rights and remedies that may be provided in law or in equity, including but not limited to the right of specific performance and/or the right to bring a motion in aid of litigant's rights. Prior to such proceedings, there shall be an opportunity to cure said alleged default as follows: (i) the benefited party shall notify the defaulting party of such alleged default specifying the nature of the default; (ii) the defaulting party shall thereafter have thirty (30) business days to effect a cure; (iii) the benefited party shall promptly notify the defaulting party of its acceptance of the proposed cure, or its alternative election to seek judicial remedies.

9. NOTICES

All notices required under this Agreement shall be in writing and shall be given by certified mail, return receipt requested, or by recognized overnight personal carriers with certified proof of receipt, and by duplicate facsimile transmission if under twenty-five (25) pages. All notices shall be deemed received upon the date of delivery which is set forth in the mailing certifications by the mail or delivery services use, and all times for performance based upon such notices, shall be from the date set forth in such proof of delivery. The persons and entities to receive notice shall be as follows:

To Affordable Housing Provider: Kent R. Pipes, President
The Salt and Light Company, Inc.
P.O. Box 249
Eastampton, NJ 08060

To the Township: Richard A. Brook, Administrator
Florence Township
711 Broad Street
Florence, NJ 08518

With a copy to: Joy M. Weiler, RMC/MMC
Township Clerk
Florence Township
711 Broad Street
Florence, NJ 08518

10. MISCELLANEOUS

Cooperation. The parties expressly agree to cooperate with each other in order to effectuate and carry out the purposes of this Agreement to provide affordable housing to satisfy the Township's fair housing obligations. Salt and Light agrees to participate in any proceedings before COAH as COAH may request.

Entire Agreement. This Agreement was approved by the Township Council on March 6, 2013 and a copy of Resolution no. 2013-53 is attached. This Agreement and its recitals constitute the entire Agreement between the parties. No representative, agent or employee of any party has been authorized to make any representation and/or promises that are not contained herein or to otherwise modify, amend, vary or alter the terms hereof except as stated herein. No modifications, amendments, variations or alterations shall be binding unless reduced to writing and signed by the parties.

Validity. In the event that one or more of the provisions of this Agreement shall be held to be invalid, unenforceable or void, the parties shall within thirty (3) days of such determination, attempt to restructure this Agreement consistent with its underlying intent. If the parties fail to resolve such a restructuring, then either party may terminate this Agreement.

IN WITNESS WHEREOF, the parties have set their signatures and seals upon this Affordable Housing Agreement for the two (2) rear units (nos. 5 and 6) located at 340 Alden Avenue between the Township of Florence and Salt and Light, Inc.

ATTEST:

TOWNSHIP OF FLORENCE


Joy M. Weiler, RMC, MMC
Township Clerk

Craig H. Wilkie, Mayor

ATTEST:

SALT AND LIGHT COMPANY, INC.

Secretary

By: _____
Kent R. Pipes, President

Supportive and Special Needs Housing
Family Services/Twin Oaks - completed

RESOLUTION NO. 2008-234

**AUTHORIZING AN AFFORDABLE HOUSING AGREEMENT
BETWEEN THE
TOWNSHIP OF FLORENCE AND
FAMILY SERVICE OF BURLINGTON COUNTY**

WHEREAS, the Township of Florence, County of Burlington, State of New Jersey, wishes to enter into an agreement with Family Service of Burlington County in order to enable the Township of Florence to meet its affordable housing obligation; and

WHEREAS, the Affordable Housing Agreement is attached as Schedule "A."

NOW, THEREFORE, BE IT RESOLVED by the Council of the Township of Florence, County of Burlington, State of New Jersey, that the Agreement between Family Service of Burlington County and the Township of Florence is hereby approved.

I, JOY M. WEILER, CLERK of the Township of Florence, County of Burlington, State of New Jersey, do hereby certify that the foregoing Resolution is a true copy of the Resolution approved by Township Council at their December 17, 2008 meeting.


JOY M. WEILER, RMC/MMC
Township Clerk

AFFORDABLE HOUSING AGREEMENT

THIS AGREEMENT is made on this 4th day of February 2009 by and between the **TOWNSHIP OF FLORENCE**, a municipal corporation of the State of New Jersey, with offices at 711 Broad Street, Florence, New Jersey 08518 (“Township”) and **FAMILY SERVICE OF BURLINGTON COUNTY, NEW JERSEY** a New Jersey non-profit corporation with offices at 770 Woodlane Road, Mount Holly, New Jersey, 08060 (“Family Service”).

WHEREAS, the New Jersey Fair Housing Act, *N.J.S.A. 52:27D-301, et seq.* requires each municipality in New Jersey to provide its fair share of affordable income housing; and

WHEREAS, the Council on Affordable Housing (“COAH”) is the State administrative agency having primary jurisdiction to assure that each municipality has in place a plan to fulfill its obligation to provide affordable housing pursuant to COAH’s rules and regulations, as described in NJAC 5:97-6.10; and

WHEREAS, Family Service is an experienced developer, operator and administrator of supportive shared living housing and permanent supportive housing for developmentally disabled and mentally ill persons; and

WHEREAS, the Township wishes to enter into an agreement with Family Service to enable it to meet its affordable housing obligation for the Third and prior COAH cycles.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein the parties agree as follows:

1. **PURPOSE OF AGREEMENT**

The Township and Family Service agree that the purpose of the Agreement is to enable the Township to satisfy its affordable housing obligation by providing financial assistance to Family Service for the operation and administration of supportive shared living housing and permanent supportive housing for developmentally disabled and mentally ill persons (as defined in N.J.S.A. 40:55d-66.2) at the properties identified in Section 2. The units to be developed will provide housing for very low income individuals or households (as defined by P.L. 2008, c. 46) and meet COAH’s regulations at N.J.A.C. 5:97-6.10 and the Uniform Housing Affordability Controls standards defined in N.J.A.C. 5:80-26.1 et seq.).

2. **PROPERTIES INCLUDED IN AGREEMENT**

Family Service owns the following one-bedroom permanent supportive housing units: 10-2 Florence Tollgate and 31-1 Florence Tollgate (“permanent supportive housing”). Family Service owns the following two-bedroom permanent supportive shared living housing unit: 37-1 Florence Tollgate (“supportive shared living housing”). Collectively these are hereinafter referred to as the “PROPERTIES.”

3. **TOWNSHIP SUBSIDY**

Family Service has represented that it is seeking financing from the New Jersey Housing Mortgage Finance Agency ("HMFA") for the PROPERTIES and seeks assurance from the Township that it will provide a subsidy in the amount of \$35,000 per credit for a total contribution of \$140,000. Each bedroom in the supportive shared living housing and each permanent supportive housing unit equals one credit per COAH's regulations at NJAC 5:97-6.10 (b) and (c). Family Service will operate the PROPERTIES as housing for persons with developmental disabilities and/or mental illness for no less than thirty years (360 months). The Township will transfer the subsidy for each Property to Family Service within thirty days of the Township Clerk having received written notice from Family Service that the Property is occupied by a person or persons of very low and low income having developmental disabilities or mental illness and confirmation that COAH has accepted the Property as fulfilling the Township's affordable housing obligation.

4. **DEVELOPMENT ACTIVITIES**

Family Service will be responsible for acting as development sponsor. Family Service will be responsible for the preparation of the application to New Jersey Special Needs Housing Trust Fund and for any other new, additional funds necessary from other sources to meet the financial requirements.

5. **PAYMENT IN LIEU OF TAXES**

The Township agrees to extend a Payment in Lieu of Taxes ("PILOT") from the Effective Date (as provided in Subparagraph C below) for the PROPERTIES acquired by Family Service.

- A. CALCULATION OF PILOT. The payment in lieu of taxes shall be calculated each year at the same time other real properties are issued annual tax bills in the Township, as follows: Within the first two years from the Effective Date in Subparagraph C below, the then current assessed value of the land and building shall be multiplied by 30% and the result multiplied by the then current tax rate per \$100.00 of assessment; from two years past the Effective Date in Subparagraph C below, the then current assessed value of the land and building shall be multiplied by 35% and the result multiplied by the then current tax rate of \$100.00 of assessment.
- B. PAYMENT OF PILOT. The total annual amount of the PILOT shall be calculated by the Township as provided in Paragraph 5A above, shall be billed by the Township to Family Service annually (each August) in a lump sum and shall be payable by Family Service prior to the end of the calendar year (December 31st) for which the PILOT is calculated. Any failure of Family Service to make the payments as and when due shall be treated by the Township in the same manner as it would treat any other property taxpayer within the Township.

- C. **EFFECTIVE DATE.** The Effective Date for the PILOT shall be the January 1st after the contingencies referred to in Paragraph 7 below are met. Family Service shall theretofore submit to the Tax Assessor of the Township its Statement of Exempt Property. It is understood and agreed, however, that the PROPERTIES are tax exempt. Family Service shall promptly renew its application for tax exempt status thereafter as required by statute throughout the period of this Agreement. Nothing contained herein shall prevent Family Service from applying for a full exemption for a Property prior to the Effective Date.
- D. **TAX BILLS: ANNUAL ASSESSMENTS.** The Township Tax Collector shall annually mail tax bills to Family Service which bills shall reflect the Assessor's opinion of the current value of the PROPERTIES for tax purposes with the calculated PILOT as set forth above. The PILOT payments under Paragraph 5B above shall be based upon that annual tax bill.

Nothing contained herein, however, shall prevent Family Service from challenging the then current assessment. Any such challenge shall be in accordance with the appropriate appeal procedures set forth in N.J.S.A. 54:3-2 1 et seq.

6. **SUPPORT SERVICES PLANNING ACTIVITIES**

Family Service will be responsible for planning and serving as lead provider of the support services. Family Service will provide the Township with any requested updates related to support services planning at the PROPERTIES, and shall also be responsible for the preparation of the application to the New Jersey Department of Human Services, Division of Mental Health Services, and for any other funding source as necessary to meet the financial requirements for the services plan.

7. **CONTINGENCIES**

This Agreement is contingent upon: Family Service receiving funding from HMFA and COAH certifying to the Township that it will receive 4 credits for the Properties as a result of this Agreement. In the event that either party is unable to satisfy these contingencies by June 30, 2010, then either party may terminate this Agreement upon written notice as to any Property not funded by HMFA or not certified by COAH at that time. Family Service agrees to promptly apply for said funding from HMFA and for certification of the Properties by COAH. The Township shall promptly submit such applications as may be required by COAH and shall cooperate with Family Service in providing such information as may be required to obtain approval.

8. **COMPLIANCE WITH COAH'S RULES AND MAINTENANCE OF PROJECT**

Family Service agrees that all units shall be marketed, rented, occupied and maintained in strict compliance with COAH's rules and regulations, both present and future, including, but not limited to controls on affordability and affirmative marketing. Further, Family Service shall assume responsibility for determining eligibility based upon income requirements and

for the filing of all COAH and/or HMFA monitoring and reporting forms in a timely fashion in accordance with N.J.A.C. 5:96 and 5:97. Family Service shall comply with all existing building, property maintenance and health codes and shall keep on file with the Township Clerk the name and address of the property manager and other contact information as may be required.

9. **PROPERTY TAXES AND WATER & SEWER CHARGES**

The Township and Family Service agree that since the units noted above will be counted as COAH credits towards Florence Township's Affordable Housing Plan, that Family Service will make a yearly payment to the township in lieu of paying full property taxes on each individual unit. The payment in lieu of taxes shall be the equivalent of 30% of the full or complete tax rate due each year for the first two (2) years from the Effective Date (see Paragraph 5(C) above). Effective in the third (3rd) year and for every year thereafter covered by this Agreement, the payment in lieu of taxes shall be the equivalent of 35% of the full or complete tax rate due each year. The payment shall be made out to Florence Township and forwarded to the Chief Financial Officer within forty-five (45) days after the township provides Family Service in writing with the rate for each applicable year.

Water and Sewer Charges are currently paid to the Condominium Association and they in turn forward payment to the Township. Family Service agrees to continue paying such charges, whether paid through the Condominium Association or billed directly by the Township.

10. **CONDOMINIUM FEES/ASSOCIATION DUES**

Family Service agrees to continue making all association dues, condominium fees, and condominium assessment payments to Florence Tollgate as required by the Association.

11. **DEFAULT**

In the event that any party shall fail to perform any undertaking required to be performed by it pursuant to the terms of this Agreement, unless such obligation is waived in writing by the party or parties for whose benefit such obligation was intended, such failure to perform shall constitute an event of default under this Agreement. In the event of default, the non-defaulting party shall have available any and all rights and remedies that may be provided in law or in equity, including, but not limited to the right of specific performance and/or the right to bring a motion in aid of litigant's rights. Prior to such proceedings, there shall be an opportunity to cure said alleged default as follows: (i) the benefitted party shall notify the defaulting party of such alleged default specifying the nature of the default, (ii) the defaulting party shall thereafter have thirty (30) business days to effect a cure; (iii) the benefitted party shall promptly notify the defaulting party of its acceptance of the proposed cure, or its alternative election to seek judicial remedies.

12. **NOTICES**

All notices required under this Agreement shall be in writing and shall be given by certified mail, return receipt requested, or by recognized overnight personal carriers with certified proof of receipt, and by duplicate facsimile transmission if under 25 pages. All notices shall be deemed received upon the date of delivery which is set forth in the mailing certifications by the mail or delivery services used, and all times for performance based upon such notices, shall be from the date set forth in such proof of delivery. The persons and entities to receive notice shall be as follows:

To Developer: Family Service of Burlington County
770 Woodlane Road
Mount Holly, NJ 08060
Attn: Bob Pekar, President & CEO
Telecopier No. (609) 267-2318

With a copy to: Family Service of Burlington County
770 Woodlane Road
Mount Holly, NJ 08060
Attn: Anna Payanzo, Director, Housing Development
Telecopier No. (609) 267-4971

To the Township: Richard A. Brook, Administrator
711 Broad Street
Florence, NJ 08518
Telecopier No. 609-499-1186

With a copy to: Joy M. Weiler, Township Clerk, RMC/MMC
711 Broad Street
Florence, NJ 08518
Telecopier No. 609-499-1186

13. **MISCELLANEOUS.**

Captions. Captions and titles to this Agreement are inserted for the purposes of convenience and reference only, and are in no way to be construed as limiting or modifying the scope and intent of the various purposes and provisions of this Agreement.

Cooperation. The parties expressly agree to cooperate with each other in order to effectuate and carry out the purposes of this Agreement to provide affordable housing to satisfy the Township's fair housing obligations. Family Service further agrees to participate in any proceedings before the Court as the Court may request.

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

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

Validity. In the event that one or more of the provisions of this Agreement shall be held to be invalid, unenforceable or void, the parties shall within thirty (30) days of such determination, attempt to restructure this Agreement consistent with its underlying intent. If the parties fail to resolve such a restructuring, then either party may terminate this Agreement.

Preparation. The parties acknowledge that this Agreement has been jointly prepared by the parties' attorneys. Therefore, this Agreement shall be construed on a parity among the parties and any presumption for resolving ambiguities against the drafter shall not apply.

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


IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year as set forth in this Agreement.

Attest:

TOWNSHIP OF FLORENCE
A Municipal Corporation of the
State of New Jersey



Joy M. Weiler, RMC/MMC

By: 

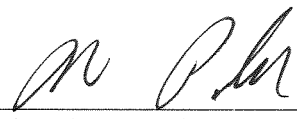
William E. Berry, Mayor

Attest:

FAMILY SERVICE OF BURLINGTON
COUNTY, NEW JERSEY, a New
Jersey Non-Profit Corporation



Qindi Shi, Assistant Secretary

By: 

Bob Pekar, President & CEO

RESOLUTION NO. 2012-160

**APPROVE AFFORDABLE HOUSING AGREEMENT WITH
TWIN OAKS COMMUNITY SERVICES, INC. AND COMMITMENT
OF AFFORDABLE HOUSING TRUST FUNDS
IN ACCORDANCE WITH P.L. 2008, c.46
(N.J.S.A. 52:27D-329.2)**

WHEREAS, in accordance with the requirements of P.L. 2008, c.46 (N.J.S.A. 52:27D-329.2), the Township of Florence ("Township") is required to commit to the expenditure of funds in its affordable housing trust fund within four (4) years from the date of collection; and

WHEREAS, the Township of Florence committed to working with Twin Oaks Community Services, Inc. ("Twin Oaks") to provide at least a total of nine (9) affordable housing units in the community; and

WHEREAS, the Township's Affordable Housing Plan and spending plan submitted and approved by the Council on Affordable Housing (COAH) references the Township of Florence's commitment with Twin Oaks (f/k/a Family Service of Burlington County, New Jersey); and

WHEREAS, the Affordable Housing Agreement being approved herein is for a total of five (5) units at the following locations owned by Twin Oaks: 29-1 Florence Tollgate (Block 155.29, Lot 1); 37-5 Florence Tollgate (Block 155.37, Lot 5); and 79 Riverbank Drive (Block 98.06, Lot 32); and

WHEREAS, the Township has committed \$35,000 per unit to Twin Oaks for a total contribution of \$175,000 from the affordable housing trust fund, and


WHEREAS, the Township Administrator has reviewed and recommends approval of the attached Affordable Housing Agreement with Twin Oaks for five (5) affordable housing units; and

WHEREAS, it is in the best interests of the community to adopt this Resolution approving an Affordable Housing Agreement with Twin Oaks with the provisions contained therein, and committing the expenditure of affordable housing funds in the amount of \$175,000 to Twin Oaks so that the Township can continue to provide affordable housing opportunities pursuant to its affordable housing program.

NOW, THEREFORE, BE IT RESOLVED, by the Council of the Township of Florence, County of Burlington, State of New Jersey that the Township of Florence hereby approves the attached Affordable Housing Agreement with Twin Oaks Community Services, Inc. for five (5) affordable housing units as noted above; authorizes the commitment, transfer,

and/or expenditure of funds in accordance with the Agreement; and authorizes the execution of any and all documents related to the Affordable Housing Agreement, including an escrow account to ensure that the affordable housing trust funds are adequately committed and/or expended prior to July 17, 2012.

I, JOY M. WEILER, Clerk of the Township of Florence, County of Burlington, State of New Jersey, do hereby certify that the foregoing Resolution is a true copy of the Resolution approved by Township Council at their July 11, 2012 meeting.


JOY M. WEILER, RMC/MMC
Township Clerk

Note: This Resolution authorizes an Affordable Housing Agreement with Twin Oaks Community Services for five (5) units.

AFFORDABLE HOUSING AGREEMENT

THIS AGREEMENT is made on this 11th day of July, 2012 by and between the **TOWNSHIP OF FLORENCE**, a municipal corporation of the State of New Jersey, with offices at 711 Broad Street, Florence, New Jersey 08518 (“Township”) and **TWIN OAKS COMMUNITY SERVICES, INC.** a New Jersey non-profit corporation with offices at 770 Woodlane Road, Mount Holly, New Jersey, 08060 (“Twin Oaks”), formerly d/b/a Family Service of Burlington County, New Jersey.

WHEREAS, the New Jersey Fair Housing Act, *N.J.S.A. 52:27D-301, et seq.* requires each municipality in New Jersey to provide its fair share of affordable income housing; and

WHEREAS, the Council on Affordable Housing (“COAH”) is the State administrative agency having primary jurisdiction to assure that each municipality has in place a plan to fulfill its obligation to provide affordable housing pursuant to COAH’s rules and regulations, as described in NJAC 5:97-6.10; and

WHEREAS, Twin Oaks is an experienced developer, operator and administrator of supportive shared living housing and permanent supportive housing for developmentally disabled and mentally ill persons; and

WHEREAS, the Township wishes to enter into an agreement with Twin Oaks to enable it to meet its affordable housing obligations.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein the parties agree as follows:

1. **PURPOSE OF AGREEMENT**

The Township and Twin Oaks agree that the purpose of the Agreement is to enable the Township to satisfy its affordable housing obligation by providing financial assistance to Twin Oaks for the operation and administration of supportive shared living housing and permanent supportive housing for developmentally disabled and mentally ill persons (as defined in N.J.S.A. 40:55d-66.2) at the properties identified in Section 2. The units to be developed will provide housing for very low and low income individuals or households (as defined by P.L. 2008, c. 46) and meet COAH’s regulations at N.J.A.C. 5:97-6.10 and the Uniform Housing Affordability Controls standards defined in N.J.A.C. 5:80-26.1 et seq.).

2. **PROPERTIES INCLUDED IN AGREEMENT**

Twin Oaks owns the following one-bedroom permanent supportive housing units: 29-1 Florence Tollgate (Block 155.29, Lot 1) (“permanent supportive housing”). Twin Oaks owns the following two-bedroom permanent supportive shared living housing units: 37-5 Florence Tollgate (Block 155.37, Lot 5), and 79 Riverbank Drive (Block 98.06, Lot 32) (“supportive shared living housing”). Collectively these are hereinafter referred to as the “PROPERTIES.”

3. **TOWNSHIP SUBSIDY**

Twin Oaks has represented that it is seeking financing from the New Jersey Housing Mortgage Finance Agency (“HMFA”) for the PROPERTIES and seeks assurance from the Township that it will provide a subsidy in the amount of \$35,000 per credit (per unit) for a total contribution of \$175,000 for five (5) credits. Each bedroom in the supportive shared living housing and each permanent supportive housing unit equals one credit per COAH's regulations at NJAC 5:97-6.10 (b) and (c). Twin Oaks will operate the PROPERTIES as housing for low and very low income persons with developmental disabilities and/or mental illness for no less than thirty years (360 months). The Township will transfer the subsidy in accordance with Section 7 below. Twin Oaks represents that it will provide the Township Clerk with a copy of the required Declaration of Covenants, Conditions and Restrictions – Implementing Affordable Housing Controls once the document has been filed with Burlington County. At least two (2) very low income units will be provided, and these two will be located at 37-5 Florence Tollgate.

4. **DEVELOPMENT ACTIVITIES**

Twin Oaks will be responsible for acting as development sponsor. Twin Oaks will be responsible for the preparation of the application to New Jersey Special Needs Housing Trust Fund and for any other new, additional funds necessary from other sources to meet the financial requirements.

5. **PAYMENT IN LIEU OF TAXES/CONTRIBUTION TO FLORENCE TOWNSHIP**

The Township agrees to extend a Payment in Lieu of Taxes (“PILOT”) in accordance with the Fair Housing Laws of the State of New Jersey for a period of thirty (30) years from the Effective Date (as provided in Subparagraph C below) for the PROPERTIES previously acquired by Twin Oaks based upon approximately 30% of Assessed Tax Value. Twin Oaks agrees to make payments yearly to the Township in accordance with the payment schedule defined herein for a period of thirty (30) years under this Affordable Housing Agreement. The PILOT Agreement will be reevaluated, based on Twin Oaks’ existing financial conditions, in the 10th year and every 5 years thereafter, and Twin Oaks reserves the right to apply for full or partial tax exemption at the end of each 5 year period after the first 10 years. Upon the expiration of this Agreement at the end of the 30 year period, nothing contained in this Paragraph shall prevent Twin Oaks from applying for a full or partial tax exemption for the PROPERTIES pursuant to applicable law, unless the parties mutually execute an agreement that permits otherwise under the laws in force at that time.

A. CALCULATION OF PILOT. Twin Oaks shall pay to Florence Township the following amounts on a yearly basis for each of the properties:

29-1 Florence Tollgate \$ 615.00

37-5 Florence Tollgate \$ 615.00

79 Riverbank Drive \$ 1,370.00

Each of the aforementioned amounts shall increase by 2% every five (5) years. The first payment shall be due by November 1, 2012. The two percent (2%) increase in payments to the Township shall occur on November 1, 2017; November 1, 2022; November 1, 2027; November 1, 2032; November 1, 2037.

- B. PAYMENT OF PILOT. The total annual amount of the PILOT shall not be altered without the consent of both parties. Payment will be sent to the Florence Township Chief Financial Officer on or before November 1st of each year beginning with the effective date of the PILOT, as set forth in subparagraph C, below. Any failure of Twin Oaks to make the payments when due shall be treated by the Township in the same manner as it would treat any other property taxpayer within the Township.
- C. EFFECTIVE DATE. The Effective Starting Date for the PILOT for all of the aforementioned properties shall be the later of November 1, 2012 or the next tax payment date following Twin Oaks' receipt of Township funding from the Escrow. It is understood and agreed that the PROPERTIES are tax exempt. Twin Oaks shall promptly renew its-application for tax exempt status thereafter as required by statute throughout the period of this Agreement.

D. TAX BILLS: The Township Tax Collector shall annually mail tax bills to Twin Oaks, which bills shall reflect the above figures.

6. **SUPPORT SERVICES PLANNING ACTIVITIES**

Twin Oaks will be responsible for planning and serving as lead provider of the support services. Twin Oaks will provide the Township with any requested updates related to support services planning at the PROPERTIES, and shall also be responsible for the preparation of the application to the New Jersey Department of Human Services, Division of Mental Health Services, and for any other funding source as necessary to meet the financial requirements for the services plan.

7. **CONTINGENCIES**

This Agreement is contingent upon: Twin Oaks receiving funding for affordable housing and COAH certifying to the Township that it will receive 5 credits for the Properties as a result of this Agreement. In the event that either party is unable to satisfy these contingencies, then either party may terminate this Agreement upon written notice as to any Property not funded or not certified by COAH at that time with ninety (90) days written notice. Twin Oaks agrees to promptly apply for said funding. The Township shall receive proof from Twin Oaks that the required Declaration of Covenants, Conditions and Restrictions – Implementing Affordable Housing Controls have been filed with Burlington County. The Township has the option of making advance payment (s) to Twin Oaks and allowing Twin Oaks to hold the funds in an escrow account held by their legal representative and such funds shall not be disbursed to Twin Oaks from the escrow account without the written consent of the Township, which consent shall not be unreasonably withheld, delayed or conditioned. This

method of payment allows Twin Oaks adequate time to file the aforementioned Declaration with affordable housing controls. All interest earned on the advanced payment (s) shall be returned to the Florence Township Affordable Housing Trust Fund, unless otherwise credited to 220 Foundry L.L.C. by the Township as part of the total subsidy. The Township agrees that it shall promptly submit such applications as may be required by COAH and shall cooperate with Twin Oaks in providing such information as may be required to obtain approval.

8. **COMPLIANCE WITH COAH'S RULES AND MAINTENANCE OF PROJECT**

Twin Oaks agrees that all units shall be marketed, rented, occupied and maintained in strict compliance with COAH's rules and regulations, both present and future, including, but not limited to controls on affordability and affirmative marketing. Further, Twin Oaks shall assume responsibility for determining eligibility based upon income requirements and for the filing of all COAH and/or HMFA monitoring and reporting forms in a timely fashion in accordance with N.J.A.C. 5:96 and 5:97. Twin Oaks shall comply with all existing building, property maintenance and health codes and shall keep on file with the Township Clerk the name and address of the property manager and other contact information as may be required.

9. **PROPERTY TAXES AND WATER & SEWER CHARGES**

The Township and Twin Oaks agree that since the units noted above will be counted as COAH credits towards Florence Township's Affordable Housing Plan, Twin Oaks will make a yearly payment to the township in lieu of paying full property taxes on each individual unit. This payment is done under the fair Housing laws in the State of New Jersey. The payment in lieu of taxes shall be in accordance with the provisions of Paragraph 5 above.

Water and Sewer Charges for the Florence Tollgate Condominium units are currently paid to the Condominium Association. Twin Oaks agrees to continue paying such charges, whether paid through the Condominium Association or billed directly by the Township. On the Riverbank Drive property, the water and sewer charges are paid directly to Florence Township and shall continue in this manner. The Township shall handle water and sewer charges in the same manner it does for all other customers of the utility.

10. **CONDOMINIUM FEES/ASSOCIATION DUES**

Twin Oaks agrees to continue making all association dues, condominium fees, and condominium assessment payments to Florence Tollgate, as applicable, as required by the Association.

11. **DEFAULT**

In the event that any party shall fail to perform any undertaking required to be performed by it pursuant to the terms of this Agreement, unless such obligation is waived in writing by the party or parties for whose benefit such obligation was intended, such failure to perform shall constitute an event of default under this Agreement. In the event of default, the non-defaulting party shall have available any and all rights and remedies that may be provided in law or in equity, including, but not limited to the right of specific performance and/or the

right to bring a motion in aid of litigant's rights. Prior to such proceedings, there shall be an opportunity to cure said alleged default as follows: (i) the benefited party shall notify the defaulting party of such alleged default specifying the nature of the default, (ii) the defaulting party shall thereafter have thirty (30) business days to effect a cure; (iii) the benefitted party shall promptly notify the defaulting party of its acceptance of the proposed cure, or its alternative election to seek judicial remedies.

12. **NOTICES**

All notices required under this Agreement shall be in writing and shall be given by certified mail, return receipt requested, or by recognized overnight personal carriers with certified proof of receipt, and by duplicate facsimile transmission if under 25 pages. All notices shall be deemed received upon the date of delivery which is set forth in the mailing certifications by the mail or delivery services used, and all times for performance based upon such notices, shall be from the date set forth in such proof of delivery. The persons and entities to receive notice shall be as follows:

To Developer:	Twin Oaks Community Services 770 Woodlane Road Mount Holly, NJ 08060 Attn: Bob Pekar, CEO Telecopier No. (609) 267-2318
With a copy to:	Twin Oaks Community Services 770 Woodlane Road Mount Holly, NJ 08060 Attn: Anna Payanzo, Director of Housing Telecopier No. (609) 267-4971
To the Township:	Richard A. Brook, Administrator 711 Broad Street Florence, NJ 08518 Telecopier No. 609-499-1186
With a copy to:	Joy M. Weiler, Township Clerk, RMC/MMC 711 Broad Street Florence, NJ 08518 Telecopier No. 609-499-1186
With a copy to:	Sandra A. Blacker, CFO 711 Broad Street Florence, NJ 08518 Telecopier No. 609-499-1186

13. **MISCELLANEOUS.**

Captions. Captions and titles to this Agreement are inserted for the purposes of convenience and reference only, and are in no way to be construed as limiting or modifying the scope and intent of the various purposes and provisions of this Agreement.

Cooperation. The parties expressly agree to cooperate with each other in order to effectuate and carry out the purposes of this Agreement to provide affordable housing to satisfy the Township's fair housing obligations. Twin Oaks further agrees to participate in any proceedings before COAH as COAH may request.

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

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

Validity. In the event that one or more of the provisions of this Agreement shall be held to be invalid, unenforceable or void, the parties shall within thirty (30) days of such determination, attempt to restructure this Agreement consistent with its underlying intent. If the parties fail to resolve such a restructuring, then either party may terminate this Agreement.

Preparation. The parties acknowledge that this Agreement has been jointly prepared by the parties' attorneys. Therefore, this Agreement shall be construed on a parity among the parties and any presumption for resolving ambiguities against the drafter shall not apply.

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

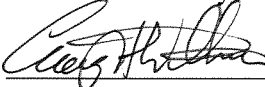
IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year as set forth in this Agreement.

Attest:



Joy M. Weiler, RMC/MMC
Township Clerk

TOWNSHIP OF FLORENCE
A Municipal Corporation of the
State of New Jersey

By: 

Craig H. Wilkie, Mayor

Attest:



Qindi Shi, Assistant Secretary

TWIN OAKS COMMUNITY SERVICES,
a New Jersey Non-Profit Corporation

By: 

Bob Pekar, CEO

RESOLUTION NO. 2012-159

**APPROVE AN AMENDED AFFORDABLE HOUSING AGREEMENT WITH
TWIN OAKS COMMUNITY SERVICES, INC. AND COMMITMENT
OF AFFORDABLE HOUSING TRUST FUNDS
IN ACCORDANCE WITH P.L. 2008, c.46
(N.J.S.A. 52:27D-329.2)**

WHEREAS, on December 17, 2008 the Township of Florence ("Township") approved (Resolution No. 2008-234) and subsequently executed an Affordable Housing Agreement with Twin Oaks Community Services, Inc. ("Twin Oaks") for four (4) affordable housing units in the community; and

WHEREAS, the units are owned by Twin Oaks (f/k/a Family Service of Burlington County, New Jersey) and identified as 10-2 Florence Tollgate (Block 155.10 Lot 2), 31-1 Florence Tollgate (Block 155.31, Lot 1) and 37-1 Florence Tollgate (Block 155.37, Lot 1); and

WHEREAS, in accordance with the requirements of P.L. 2008, c.46 (N.J.S.A. 52:27D-329.2), the Township of Florence is required to commit to the expenditure of funds in its affordable housing trust fund within four (4) years from the date of collection; and

WHEREAS, the Township of Florence committed to working with Twin Oaks Community Services, Inc. to provide at least a total of nine (9) affordable housing units in the community; and

WHEREAS, the Township's Affordable Housing Plan and spending plan submitted and approved by the Council on Affordable Housing (COAH) references the Township of Florence's commitment with Twin Oaks; and

WHEREAS, the Affordable Housing Agreement that was previously approved and which is being presently amended by this Resolution only impacts the aforementioned four (4) units; and

WHEREAS, the Township and Twin Oaks have agreed to only amend Section 5 of the Affordable Housing Agreement entitled Payment in Lieu of Taxes to make the Agreement consistent for both parties; and

WHEREAS, the Affordable Housing Agreement is hereby amended to reflect the provisions contained in the attachment (see Schedule "A") pertaining to Section 5. Payment In Lieu of Taxes; and

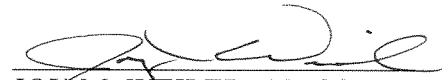
WHEREAS, the Township has committed \$35,000 per unit to Twin Oaks for a total contribution of \$140,000 from the affordable housing trust fund; and

WHEREAS, the Township Administrator has reviewed and recommends approval of the attached amended Affordable Housing Agreement with Twin Oaks for four (4) affordable housing units; and

WHEREAS, it is in the best interests of the community to adopt this Resolution approving an amended Affordable Housing Agreement with Twin Oaks with the provisions contained therein, and committing the expenditure of affordable housing funds in the amount of \$140,000 to Twin Oaks so that the Township can continue to provide affordable housing opportunities pursuant to its affordable housing program.

NOW, THEREFORE, BE IT RESOLVED, by the Council of the Township of Florence, County of Burlington, State of New Jersey that the Township of Florence hereby approves the attached amended Affordable Housing Agreement with Twin Oaks Community Services, Inc. for four (4) affordable housing units as noted above; authorizes the commitment, transfer, and/or expenditure of funds in accordance with the Agreement; and authorizes the execution of any and all documents related to the Affordable Housing Agreement, including an escrow account to ensure that the affordable housing trust funds are adequately committed and/or expended prior to July 17, 2012.

I, JOY M. WEILER, Clerk of the Township of Florence, County of Burlington, State of New Jersey, do hereby certify that the foregoing Resolution is a true copy of the Resolution approved by Township Council at their July 11, 2012 meeting.


JOY M. WEILER, RMC/MMC
Township Clerk

Note: This Resolution authorizes an amended Affordable Housing Agreement with Twin Oaks Community Services for four (4) units.

**AMENDMENT TO AFFORDABLE HOUSING AGREEMENT
BETWEEN THE TOWNSHIP OF FLORENCE AND TWIN OAKS
COMMUNITY SERVICES, INC.**

WHEREAS, the Township of Florence and Twin Oaks Community Services, Inc. (f/k/a Family Service of Burlington County, New Jersey) previously executed an Affordable Housing Agreement for the following properties:

10-2 Florence Tollgate (Block 155.10, Lot 2)

31-1 Florence Tollgate (Block 155.31, Lot 1)

37-1 Florence Tollgate (Block 155.37, Lot 1)

WHEREAS, the Affordable Housing Agreement was approved by the Township Council on December 17, 2008 and memorialized by Resolution No. 2008-234; and

WHEREAS, the Affordable Housing Agreement stipulated that the Township of Florence ("Township") would receive credit for four (4) affordable housing units for the total of all of the aforementioned properties, and that the Township would pay Twin Oaks Community Services, Inc. ("Twin Oaks") \$35,000 a unit for each affordable housing unit certified by the Council on Affordable Housing (COAH); and

WHEREAS, the Township and Twin Oaks have agreed to amend the prior Affordable Housing Agreement previously executed by the parties in Section 3- Township Subsidy and in Section 5- Payment in Lieu of Taxes; and

WHEREAS, Section 3. Township Subsidy shall be amended to add another paragraph (see below) to this section.

3. TOWNSHIP SUBSIDY

In addition to the standard provision of making payment to Twin Oaks already noted in this section, the Township shall receive proof from Twin Oaks that the required Declaration of Covenants, Conditions and Restrictions – Implementing Affordable Housing Controls has been filed with Burlington County. Irrespective of the provisions contained in all of Section 3, the Township has the option of advancing payment up to and including the full amount of the subsidy to Twin Oaks and allowing the funds to be held in an escrow account held by their legal representative and such funds shall not be disbursed to Twin Oaks from the escrow account without the written consent of the Township, which consent shall not be unreasonably withheld, delayed or conditioned. This method of payment allows Twin Oaks adequate time to file the aforementioned Declaration with affordable housing controls and to accommodate any other reasonable provisions pertaining to the Affordable Housing Agreement. All interest earned on the advanced payment (s) shall be returned to the Florence Township affordable Housing Trust Fund, unless otherwise credited to Twin Oaks by the Township as part of the municipal subsidy.

WHEREAS, Section 5 Payment in Lieu of Taxes shall be deleted in its entirety from the original Affordable Housing Agreement and replaced in full with the following:

Section 5. PAYMENT IN LIEU OF TAXES

The Township and Twin Oaks agree that Twin Oaks will pay Florence Township a contribution or Payment in Lieu of Taxes (“PILOT”) for a period of thirty (30) years from the Effective Date (as provided in Subparagraph C below) for the PROPERTIES owned by Twin Oaks based upon approximately 30% of Assessed Tax Value. Said payment is made in conjunction with the provisions of the Fair Housing Laws in the State of New Jersey. Twin Oaks agrees to make payments yearly to the Township in accordance with the payment schedule defined herein for a period of thirty (30) years under this Affordable Housing Agreement. The PILOT Agreement will be reevaluated, based on Twin Oaks existing financial conditions, in the 10th year and every five (5) years thereafter, and Twin Oaks reserves the right to apply for full or partial tax exemption at the end of each 5 year period after the first 10 years. Upon expiration of this Agreement at the end of the 30 year period, nothing contained in this paragraph shall prevent Twin Oaks from applying for a full or partial tax exemption for the PROPERTIES pursuant to applicable law, unless the parties mutually execute an agreement that permits otherwise under the laws in force at that time.

A. CALCULATION OF CONTRIBUTION/PILOT. Twin Oaks shall pay to Florence Township the following amounts on a yearly basis for each of the properties:

10-2 Florence Tollgate	\$ 615.00
31-1 Florence Tollgate	\$ 615.00
37-1 Florence Tollgate	\$615.00

Each of the aforementioned amounts shall increase by 2% every five (5) years. The first payment shall be due November 1, 2012. The two percent (2%) increase in payments to the Township shall occur on November 1, 2017; November 1, 2022; November 1, 2027; and November 1, 2032.

B. PAYMENT OF PILOT. The total amount of the payment shall not be altered without the consent of both parties. Payment will be sent to the Florence Township Chief Financial Officer on or before November 1st of each year beginning with the effective date of the PILOT, as set forth in subparagraph C, below. Any failure of Twin Oaks to

make the payments when due shall be treated by the Township in the same manner as it would treat any other property taxpayer within the Township.

C. **EFFECTIVE DATE.** The effective starting date for the PILOT for all of the aforementioned properties shall be the later of November 1, 2012 or the next tax payment date following Twin Oaks' receipt of Township funding from the Escrow. It is understood and agreed that the **PROPERTIES** are tax exempt. Twin Oaks shall promptly renew its application for tax exempt status thereafter as required by statute throughout the period of this Agreement.

D. **TAX BILLS:** The Tax Collector shall annually mail tax bills to Twin Oaks, which shall reflect the above figures.

WHEREAS, the amendments to the previously approved Affordable Housing Agreement are reflected in total herein, and shall take effect upon approval of Resolution No. 2012-159 at the July 11, 2012 Township Council meeting and the signing of this amendment by the parties.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year as set forth in this Agreement.

Attest:

TOWNSHIP OF FLORENCE
A Municipal Corporation of the
State of New Jersey



Joy M. Weiler, RMC/MMC
Township Clerk

By: 

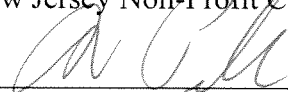
Craig H. Wilkie, Mayor

Attest:

TWIN OAKS COMMUNITY SERVICES,
a New Jersey Non-Profit Corporation



Qindi Shi, Assistant Secretary

By: 

Bob Pekar, CEO

CONTINUED CERTIFICATE OF OCCUPANCY

Township of Florence
Florence, New Jersey



Housing Inspector
711 Broad Street
Florence, New Jersey 08518

CCO #: 2011 -002970

OWNER: BUSCH, SEAN & O'BRIEN, KRISTIN

ADDRESS: 79 RIVER BANK DR

BLOCK 00098 06 LOT 00032

BUYER(s)/TENANTS(s) NAME: FAMILY SERVICES OF BURLINGTON CO

OTHER: _____

MAX OCCUPANCY: _____ CARBON MONOXIDE AND SMOKE DETECTOR TESTED: _____

THIS BUILDING MEETS THE FIRE EXTINGUISHER REQUIREMENTS P.L. 1991.c.92 (C.52.:27D-198.1)

THIS NOTICE SERVES THAT OF THE DATE OF THIS
GENERAL INSPECTION OF THE VISIBLE PARTS OF THE
BUILDING THERE ARE NO IMMINENT HAZARDS AND THE
BUILDING IS APPROVED FOR CONTINUED OCCUPANCY

This certification applies only to governmental rules and regulations. If your property is subject to a homeowners or a condominium association, then those rules may impact on your use of the property. You should consult with the appropriate association to determine those applicable rules

HOUSING INSPECTOR

DATE

THIS CCO REFLECTS THE CONDITION OF THE HOME AS OF THE DAY OF INSPECTION
VALID FOR 30 DAYS FROM DATE OF ISSUANCE

RECORDING INFORMATION SHEET49 RANCOCAS RD,
MT. HOLLY, NJ 08060

INSTRUMENT NUMBER:

4975516

DOCUMENT TYPE:

DECLARATION OF RESTRICTIONS**Official Use Only**

Document Charge Type DECLARATION OF RESTRICTIONS

Return Address (for recorded documents)

CAPEHART & SCATCHARD
PO BOX 5016
MOUNT LAUREL NJ 08054TIMOTHY D. TYLER
BURLINGTON COUNTYRECEIPT NUMBER
8101377RECORDED ON
April 29, 2013 8:24 AMINSTRUMENT NUMBER
4975516BOOK: OR13069
PAGE: 7225

No. Of Pages

(Excluding Recording Information and/or Summary Sheet)

4

Consideration Amount

\$0.00

Recording Fee

\$70.00

Realty Transfer Fee

\$0.00

Total Amount Paid

\$70.00

Municipality

FLORENCE TWP

Parcel Information

Block: 90.06

Lot: 32

First Party Name

TWIN OAKS COMMUNITY SERV INC

Second Party Name

FLORENCE TWP

Additional Information (Official Use Only)



4975516

Ctrl Id: 5118952 Recording Clerk: giones

***** DO NOT REMOVE THIS PAGE. *****
COVER SHEET (DOCUMENT SUMMARY FORM) IS PART OF BURLINGTON COUNTY FILING RECORD
***** RETAIN THIS PAGE FOR FUTURE REFERENCE. *****

4
BURLINGTON COUNTY
CLERK

2013 APR 26 A 10:44

RECEIVED

Declaration of Covenants, Conditions
and Restrictions
Implementing Affordable Housing Controls

Covenants Restricting Use

BURLINGTON COUNTY
CLERK
2013 APR 17 A 10:36
RECEIVED

THIS DECLARATION is made this 28 day of February, 2013, by and between TWIN OAKS COMMUNITY SERVICES, INC. (f/k/a FAMILY SERVICE OF BURLINGTON COUNTY, NEW JERSEY), a New Jersey non-profit corporation ("Twin Oaks") or its successor, with offices at 770 Woodlane Road, Suite 23, Mount Holly, N.J. 08060 and the TOWNSHIP OF FLORENCE, a municipal corporation of the State of New Jersey ("Township") with offices at 711 Broad Street, Florence, NJ 08518;

WHEREAS, Twin Oaks is the owner of land located in the Township of Florence, County of Burlington and State of New Jersey, and described more specifically as 79 Riverbank Drive (**Block 90.06, Lot 32**) on which there has been constructed a condominium unit to be used as a two-bedroom residential low-income unit providing 2 units of supportive shared living housing for developmentally disabled and mentally ill persons (the "Unit"); and

WHEREAS, municipalities within the State of New Jersey have a constitutional obligation to provide affordable housing and are required by the Fair Housing Act (P.L. 1985, c. 222) (hereinafter the "Act") to provide for their fair share of housing that is affordable to households with low incomes in accordance with the provisions of the Act; and

WHEREAS, the Act requires that municipalities insure that such designated housing remains affordable to low income households for a designated period of time; and

WHEREAS, to satisfy its affordable housing obligation the Township entered into an agreement with Family Service of Burlington County, New Jersey (n/k/a Twin Oaks Community Services, Inc.) to advance \$35,000 for each unit of affordable housing created by Twin Oaks for permanent supportive housing for developmentally disabled and mentally ill persons; and

WHEREAS, the purpose of this Declaration is to insure that the Unit remains affordable to low-income eligible households for the Control Period described in Article 1 of this Declaration;

NOW, THEREFORE, in consideration of the payment of \$35,000 for each unit of permanent supportive housing, it is the intent of this Declaration to insure that the affordability controls are recorded on the property so as to bind the owner of the property to the covenants, conditions and restrictions contained herein; to notify all future purchasers that the Unit is encumbered with affordability controls, and to enable the Township to take such actions as may be necessary to maintain the affordability controls for thirty years.

ARTICLE 1. AFFORDABLE HOUSING COVENANTS (RENTAL)

The following covenants (the "Covenants") shall run with the land, known as 79 Riverbank Drive for a period of thirty (30) years from the date of the filing of this Declaration of Covenants, Conditions and Restrictions ("Control Period").

- A. Sale and use of the land and Unit is governed by regulations known as the Uniform Housing Affordability Controls, which are found in New Jersey Administrative Code at Title 5, chapter 80, subchapter 26 (N.J.A.C. 5:80-26.1, *et seq.*, the "Uniform Controls").
- B. The land and Unit shall be used solely for the purpose of providing rental dwelling units for low-income persons in need of supportive shared living housing, and no commitment for this Unit shall be given or implied, without securing documentation with which the Administrative Agent could issue a certificate of eligibility.
- C. The Administrative Agent is and shall be the person designated by the Township as the official to serve in such capacity. So long as the Unit remains within its Control Period, its sale may only be undertaken if the Township is notified of the proposed sale at least thirty (30) days prior thereto and if the sale is in conformance with the administrative regulations governing the sale of a rental dwelling subject to affordable housing controls as approved in advance by the Township. The Township agrees that its approval shall not be unreasonably withheld, delayed or conditioned.
- D. No improvements may be made to the Unit that would affect its bedroom configuration unless requested by Twin Oaks and approved by the Township, same to be in accordance with all applicable regulations as they may be amended from time to time.
- E. Any mortgage lien holder now existing, or its successors or assigns, shall notify the Administrative Agent of any foreclosure actions filed with respect to the Unit within five (5) business days of service upon Owner. The restrictions contained in this Declaration are subordinate to any mortgage currently recorded against the Unit and shall be subordinate to any refinancing of such mortgage.
- F. Twin Oaks, its successors or assigns, shall notify the Administrative Agent within three (3) business days of the filing of any petition for protection from creditors or reorganization filed by or on behalf of the Owner.
- G. The affordability controls will remain in effect despite the occurrence of any of the following events: a sublease or assignment of the lease of the Unit; a sale or other voluntary transfer of the ownership of the Unit; or, the entry and enforcement of any judgment of foreclosure.

ARTICLE 2. REMEDIES FOR BREACH OF AFFORDABLE HOUSING COVENANTS

A breach of this Declaration of Covenants, Conditions and Restrictions will cause irreparable harm to the Township and to the public, in light of the public policies set forth in the New Jersey Fair Housing Act, the Uniform Housing Affordability Control rules found at N.J.A.C. 5:80-26, and the obligation for the provision of affordable housing. Accordingly, in the event of a threatened or actual breach of this Declaration of Covenants, Conditions and Restrictions by Twin Oaks, the Township shall have all remedies provided at law or equity, including, but not limited to, those set forth in the administrative regulations governing affordable housing and the right to seek injunctive relief or specific performance.

ARTICLE 3. OTHER PROVISIONS

Twin Oaks shall cooperate in following and complying with the Fair Housing Act and with all rules and regulations of the Office of Local Planning services of the Department of Community Affairs and any successor State agency, and shall cooperate in any and all necessary actions, to the extent such cooperation is necessary to assist the Township in securing maximum credits for the Unit thereby assisting the Township in fulfilling its affordable housing obligation. Twin

- A. Sale and use of the land and Unit is governed by regulations known as the Uniform Housing Affordability Controls, which are found in New Jersey Administrative Code at Title 5, chapter 80, subchapter 26 (N.J.A.C. 5:80-26.1, *et seq*, the "Uniform Controls").
- B. The land and Unit shall be used solely for the purpose of providing rental dwelling units for low-income persons in need of supportive shared living housing, and no commitment for this Unit shall be given or implied, without securing documentation with which the Administrative Agent could issue a certificate of eligibility.
- C. The Administrative Agent is and shall be the person designated by the Township as the official to serve in such capacity. So long as the Unit remains within its Control Period, its sale may only be undertaken if the Township is notified of the proposed sale at least thirty (30) days prior thereto and if the sale is in conformance with the administrative regulations governing the sale of a rental dwelling subject to affordable housing controls as approved in advance by the Township. The Township agrees that its approval shall not be unreasonably withheld, delayed or conditioned.
- D. No improvements may be made to the Unit that would affect its bedroom configuration unless requested by Twin Oaks and approved by the Township, same to be in accordance with all applicable regulations as they may be amended from time to time.
- E. Any mortgage lien holder now existing, or its successors or assigns, shall notify the Administrative Agent of any foreclosure actions filed with respect to the Unit within five (5) business days of service upon Owner. The restrictions contained in this Declaration are subordinate to any mortgage currently recorded against the Unit and shall be subordinate to any refinancing of such mortgage.
- F. Twin Oaks, its successors or assigns, shall notify the Administrative Agent within three (3) business days of the filing of any petition for protection from creditors or reorganization filed by or on behalf of the Owner.
- G. The affordability controls will remain in effect despite the occurrence of any of the following events: a sublease or assignment of the lease of the Unit; a sale or other voluntary transfer of the ownership of the Unit; or, the entry and enforcement of any judgment of foreclosure.

ARTICLE 2. REMEDIES FOR BREACH OF AFFORDABLE HOUSING COVENANTS

A breach of this Declaration of Covenants, Conditions and Restrictions will cause irreparable harm to the Township and to the public, in light of the public policies set forth in the New Jersey Fair Housing Act, the Uniform Housing Affordability Control rules found at N.J.A.C. 5:80-26, and the obligation for the provision of affordable housing. Accordingly, in the event of a threatened or actual breach of this Declaration of Covenants, Conditions and Restrictions by Twin Oaks, the Township shall have all remedies provided at law or equity, including, but not limited to, those set forth in the administrative regulations governing affordable housing and the right to seek injunctive relief or specific performance.

ARTICLE 3. OTHER PROVISIONS

STATE OF NEW JERSEY, COUNTY OF BURLINGTON

SS.:

I CERTIFY that on the 29th day of March, 2013

Bob Pekar personally came before me and this person acknowledged under oath, to my satisfaction, that.

(a) this person is the CEO of TWIN OAKS COMMUNITY SERVICES, INC. the corporation named in this Declaration of Covenants, Conditions and Restrictions;

(b) this person is the attesting witness to the signing of this Declaration of Covenants, Conditions and Restrictions by the proper corporate officer who is Qindi Shi, the CEO/Asst. Secretary of the corporation;

(c) this Declaration of Covenants, Conditions and Restrictions 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 Declaration of Covenants, Conditions and Restrictions;

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

Geralyn Young
Notary Public of the State of New Jersey

Geralyn Young
Notary Public of New Jersey
My Commission Expires 1/4/2015

Supportive and Special Needs Housing
Community Options – 330 East 4th Street - completed

RECORDING INFORMATION SHEET

50 RANOCAS RD,
MT. HOLLY, NJ 08060

INSTRUMENT NUMBER:

5304832

DOCUMENT TYPE:

DECLARATION OF RESTRICTIONS

Official Use Only

Document Charge Type MUNICIPAL-DECLARATION OF RESTRICTIONS

Return Address (for recorded documents)

FLORENCE TWP
711 BROAD ST
FLORENCE NJ 08518

TIMOTHY D. TYLER
BURLINGTON COUNTY

RECEIPT NUMBER

8412762

RECORDED ON

June 08, 2017 2:01 PM

INSTRUMENT NUMBER

5304832

BOOK: OR13280

PAGE: 1557

No. Of Pages

(Excluding Recording Information and/or Summary Sheet)

4

Consideration Amount

\$0.00

Recording Fee

\$8.00

Realty Transfer Fee

\$0.00

Total Amount Paid

\$8.00

Municipality

FLORENCE TWP

Parcel Information

Block: 71

Lot: 3

First Party Name

COMMUNITY OPTIONS INC

Second Party Name

FLORENCE TWP

Additional Information (Official Use Only)



5304832

Ctrl Id: 5524434 Recording Clerk: nsmith

***** DO NOT REMOVE THIS PAGE. *****
COVER SHEET (DOCUMENT SUMMARY FORM) IS PART OF BURLINGTON COUNTY FILING RECORD
***** RETAIN THIS PAGE FOR FUTURE REFERENCE. *****

DECLARATION OF AFFORDABLE HOUSING-
RESTRICTIONS FOR GROUP HOME USE
(3 BEDS TO BE U. LOW INCOME)

M 4, B 71, L 3



**Burlington County
Document Summary Sheet**

BURLINGTON COUNTY
CLERK

2017 MAY 31 A 11: 23

RECEIVED

TIM TYLER
BURLINGTON COUNTY CLERK
P.O. BOX 6000
50 RANOCAS RD, 3rd
FLOOR
MOUNT HOLLY, NJ
08060-1317

Return Name and Address

Richard A. Brook
Administrator
Florence Township
711 Board Street
Florence, NJ 08518

Official Use Only

Submitting Company		Florence Township			
Document Date (mm/dd/yyyy)		05/02/2017			
Document Type		Affordable Housing Board Restrictions			
No. of Pages of the Original Signed Document (Including the cover sheet)		3			
Consideration Amount (If applicable)					
First Party (Grantor or Mortgagor or Assignor) (Enter up to five names)	Name(s)	(Last Name First Name Middle Initial Suffix) (or Company Name as written)		Address (Optional)	
	COMMUNITY OPTIONS, INC.				
Second Party (Grantee or Mortgagee or Assignee) (Enter up to five names)	Name(s)	(Last Name First Name Middle Initial Suffix) (or Company Name as written)		Address (Optional)	
	TOWNSHIP of Florence				
Parcel Information (Enter up to three entries)	Municipality	Block	Lot	Qualifier	Property Address
	Florence Township	71	3		330 E. Fourth St.
Reference Information (Enter up to three entries)	Book Type	Book	Beginning Page	Instrument No.	Recorded/File Date

*DO NOT REMOVE THIS PAGE.

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RECEIVED

Declaration of Covenants, Conditions and Restrictions
Implementing Affordable Housing Controls

MAY 5 2017

Covenants Restricting Group Home Use

CLERK'S OFFICE
FLORENCE, NEW JERSEY
COMMUNITY

THIS DECLARATION is made this 2nd day of May, 2017, by and between OPTIONS, INC., a New Jersey based non-profit corporation ("Community Options") or its successor, with offices at 212 W. Route 38, Suite 200, Moorestown, New Jersey 08057 and the TOWNSHIP OF FLORENCE, a municipal corporation of the State of New Jersey ("Township") with offices at 711 Broad Street, Florence, NJ 08518;

WHEREAS, Community Options is the owner of land located in the Township of Florence, County of Burlington and State of New Jersey, and described more specifically as 330 East Fourth Street (Block 71 Lot 3) on which there has been constructed a residential dwelling to be used as a three-bedroom very low-income group home for developmentally disabled and mentally ill persons (the "group home"); and

WHEREAS, municipalities within the State of New Jersey have a constitutional obligation to provide affordable housing and are required by the Fair Housing Act (P.L. 1985, c. 222) (hereinafter the "Act") to provide for their fair share of housing that is affordable to households with very low-incomes in accordance with the provisions of the Act; and

WHEREAS, the Act requires that municipalities insure that such designated housing remains affordable to very low income households for a designated period of time; and

WHEREAS, to satisfy its affordable housing obligation the Township entered into an agreement with Community Options to advance \$20,000 for each affordable housing credit (bedroom) created by Community Options for an alternative living arrangement (group home) for developmentally disabled and mentally ill persons; and

WHEREAS, the purpose of this Declaration is to insure that the group home remains affordable to very low-income eligible households for the Control Period described in Article 1 of this Declaration;

NOW THEREFORE, in consideration of the payment of \$20,000 for each group home bedroom for a total Township contribution of \$60,000 for a three-bedroom group home, it is the intent of this Declaration to insure that the affordability controls are recorded on the property so as to bind the owner of the property to the covenants, conditions and restrictions contained herein; to notify all future purchasers that the group home is encumbered with affordability controls, and to enable the Township to take such actions as may be necessary to maintain the affordability controls for thirty (30) years.

ARTICLE 1. AFFORDABLE HOUSING COVENANTS (RENTAL)

The following covenants (the "Covenants") shall run with the land, known as 330 East Fourth Street for a period of thirty (30) years from the date of the filing of this Declaration of Covenants, Conditions and Restrictions ("Control Period").

- A. Sale and use of the land and group home is governed by regulations known as the Uniform Housing Affordability Controls, which are found in New Jersey Administrative Code at Title 5, chapter 80, subchapter 26 (N.J.A.C. 5:80-26. 1, et seq., the "Uniform Controls").
- B. The land and group home shall be used solely for the purpose of providing rental dwelling units

Use Restriction - 330 East Fourth Street

for very low-income persons in need of alternative living arrangements, and no commitment for this group home shall be given or implied, without securing documentation with which the Administrative Agent could issue a certificate of eligibility.

- C. So long as the group home remains within its Control Period, its sale may only be undertaken if the Township is notified of the proposed sale at least thirty (30) days prior thereto and if the sale is in conformance with the administrative regulations governing the sale of a rental dwelling subject to affordable housing controls as approved in advance by the Township. The Township agrees that its approval shall not be unreasonably withheld, delayed or conditioned.
- D. No improvements may be made to the group home that would affect its bedroom configuration unless requested by Community Options and approved by the Township, same to be in accordance with all applicable regulations as they may be amended from time to time.
- E. Any mortgage lien holder now existing, or its successors or assigns, shall notify the Township of any foreclosure actions filed with respect to the group home within five (5) business days of service upon Owner. The restrictions contained in this Declaration are subordinate to any mortgage currently recorded against the group home and shall be subordinate to any refinancing of such mortgage.
- F. Community Options, its successors or assigns, shall notify the Township within three (3) business days of the filing of any petition for protection from creditors or reorganization filed by or on behalf of the Owner.
- G. The affordability controls will remain in effect despite the occurrence of any of the following events: a sublease or assignment of the lease of the group home; a sale or other voluntary transfer of the ownership of the group home; or, the entry and enforcement of any judgment of foreclosure.

ARTICLE 2. REMEDIES FOR BREACH OF AFFORDABLE HOUSING COVENANTS

A breach of this Declaration of Covenants, Conditions and Restrictions will cause irreparable harm to the Township and to the public, in light of the public policies set forth in the New Jersey Fair Housing Act, the Uniform Housing Affordability Control rules found at N.J.A.C. 5:80-26.1, and the obligation for the provision of affordable housing. Accordingly, in the event of a threatened or actual breach of this Declaration of Covenants, Conditions and Restrictions by Community Options, the Township shall have all remedies provided at law or equity, including, but not limited to, those set forth in the administrative regulations governing affordable housing and the right to seek injunctive relief or specific performance.

ARTICLE 3. OTHER PROVISIONS

Community Options shall cooperate in following and complying with the Fair Housing Act and with all rules and regulations of COAH, any successor State agency, and the NJ Superior Court, and shall cooperate in any and all necessary actions, to the extent such cooperation is necessary to assist the Township in securing maximum credits for the group home thereby assisting the Township in fulfilling its affordable housing obligation. Community Options shall complete COAH affordable housing monitoring forms within 20 days of a request by the Township.

ARTICLE 4. BINDING AGREEMENT

This Declaration of Covenants, Conditions and Restrictions shall be binding on Community Options, its

successors and assigns, and shall run with the land.

IN WITNESS WHEREOF, Community Options has caused this instrument to be executed by its duly authorized and proper officer, this 22nd day of May, 2017

ATTEST:

COMMUNITY OPTIONS, INC


Svetlana Repic-Qira, Secretary

By:


Robert P. Stack, Pres/CEO

STATE OF NEW JERSEY, COUNTY OF MERCER

SS.:

I CERTIFY that on the 2nd day of May, 2017, Robert P. Stack personally came before me and this person acknowledged under oath to my satisfaction that.

- (a) This person is the Pres/CEO of COMMUNITY OPTIONS, INC. the corporation named in the Declaration of Covenants, Conditions and Restrictions;
- (b) This person is the attesting witness to the sign of this Declaration of Covenants, Conditions and Restriction by the proper corporate officer who is President, the CEO of the corporation;
- (c) This Declaration of Covenants, Conditions and Restriction was signed and delivered by the corporation as its voluntary act duly authorized by a proper resolution of its Boards of Directors;
- (d) This person knows the proper seal of the corporation which was affixed to this Declaration of Covenants, Conditions and Restriction;
- (e) This person signed this proof of attest to the truth of these facts.


Notary Public of the State of New Jersey

DANNA MARIE ANTHONY
NOTARY PUBLIC OF NEW JERSEY
Comm. # 2417993
My Commission Expires 03/01/2022

Supportive and Special Needs Housing
SERV – 440 West 4th Street - approved

AFFORDABLE HOUSING AGREEMENT

March 2018

THIS AFFORDABLE HOUSING AGREEMENT (“Agreement”) is made on this _____ day of _____, 2018 by and between **SERV PROPERTIES AND MANAGEMENT, INC.**, a non-profit corporation of the State of New Jersey, with offices at 20 Scotch Road, Ewing, New Jersey 08628 (“**SERV**”) and the **TOWNSHIP OF FLORENCE**, a municipal corporation of the State of New Jersey, with offices at 711 Broad Street, Florence, New Jersey 08518 (the “**Township**” and/or “**Florence**”).

RECITALS

1. The New Jersey Supreme Court and the New Jersey Legislature have determined in Southern Burlington County NAACP v. Mount Laurel, 92 N.J. 158 (1983) (“**Mount Laurel II**”) and the New Jersey Fair Housing Act, N.J.S.A. 52:27D-301 *et seq.* (“**FHA**”) that all municipalities in New Jersey have an ongoing obligation to facilitate the provision of affordable housing in the housing region in which the community is located.

2. SERV is a non-profit affordable housing sponsor that purchases, develops and renovates existing residential properties to create affordable group homes as defined by the New Jersey Council on Affordable Housing (“**COAH**”) at N.J.A.C. 5:93-1.3 and 5.8.

3. Municipalities are permitted to credit each affordable alternative living arrangement bedroom unit that is created in a group home against their affordable housing obligations and a unit of credit is a bedroom pursuant to N.J.A.C. 5:93-5.8.

4. The Township desires to transfer to SERV title to the property in Florence Township that is shown as designated on the community tax map as Block 31, Lot 1, which is commonly known as 440 West Fourth Street (the “**Property**”) to assist SERV in developing and

constructing a Group Home on the Property.

5. The Township demolished the existing structure and in accordance with the Phase I Environmental Site Assessment performed by Maser Consulting, Inc. in March 2016 it was concluded that environmental contamination requiring clean-up was not present on site.

6. SERV will be taking action to secure funds to construct a group home of approximately 2,400 square feet to provide four (4) alternative living arrangement bedroom units, with all of those units reserved for occupancy by a “very low income” individual to assist the Township in addressing the very low income housing obligations pursuant to P.L. 2008 c.46. (**“Group Home”**).

7. The Township Council adopted Resolution [_____] on [_____] approving the transfer to SERV, on the condition that SERV constructs the Group Home on the Property in accordance with this Agreement.

8. The Township desires to enter into this Agreement with SERV to document the conditions under which title to the Property is being transferred to SERV and the construction of the Group Home by SERV for economically disadvantaged supportive and special needs individuals on the Property, which Group Home can be credited against the Township’s affordable housing obligation.

9. The Township also desires to document its commitment to meet its affordable housing obligations generally and SERV’s commitment that four (4) bedroom units of the Group Home will be reserved for very low income individuals and will comply with COAH’s rules and the Uniform Housing Affordability Controls (“UHAC”) regulations codified at N.J.A.C. 5:80-

26.1, *et seq.* such that the Township is entitled to take full credit for the bedroom units and any applicable rental bonus credits against its fair share obligation.

10. It is the Township's intent to transfer title to the Property to SERV after SERV receives a certificate of occupancy (c.o.) for the Group Home from the Township provided that:

(a) At the time of the transfer of title SERV records a Deed Restriction against the Property in accordance with UHAC imposing all required affordability controls for a term of at least 30 years such that the Township is entitled to take full credit for the affordable alternative living arrangement bedroom units against its fair share obligation; and

(b) In the event that SERV has not received a building permit to construct the Group Home on the Property within thirty-six (36) months after the date of the execution of the agreement, this agreement shall be null and void.

11. At the request of the Township, SERV shall agree to extend the affordability controls on the Group Home so as to permit an additional 30-year period of control after the initial 30-year affordability control period.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereto agree as follows:

SECTION I

INCORPORATION OF RECITALS

The recitals set forth above are incorporated and adopted by reference herein as if set forth herein at length.

SECTION II

PURPOSE OF AGREEMENT AND TRUST ACCOUNT EXPENDITURE TO PARTIALLY FUND DEVELOPMENT COSTS

The express purpose of this Agreement is to facilitate the development and creation of a Group Home located at 440 West Fourth Street, Florence, New Jersey (the “**Property**”) that will contain four (4) alternative living arrangement bedroom units as defined in N.J.A.C. 5:93-1.3 and 5.8 that will be compliant with all regulations adopted by COAH and UHAC such that the units and any rental bonuses that they may garner may be credited against Florence Township’s fair share obligation.

SERV will use its own funds, Township housing trust funds or outside financing to construct the Group Home. In addition to the previously expended amount to purchase the site, demolish the structure and remediate environmental contamination, the Township shall contribute \$196,000 to SERV for the provision of four (4) very-low income alternative living arrangement affordable housing bedroom units specifically to address the statutory requirements of very-low income housing per N.J.S.A 52:27D-329.1. The very-low income units shall be reserved for individuals whose income does not exceed 30% of the regional median income.

SERV agrees that after it has constructed the Group Home and received a certificate of occupancy, the Township shall transfer title to the Property to SERV after a Deed Restriction has been filed in the County Clerk’s Office imposing minimum 30-year affordability controls in accordance with UHAC regulations in order that the Township can secure confirmation that the four (4) very-low affordable alternative living arrangement units can be credited against the Township’s fair share obligation. The form of the Deed Restriction shall be in accordance with the sample Covenants and Restrictions that are appended to the UHAC regulations and which must be reviewed and approved in advance by the Township Attorney. SERV agrees to apply

for any required local land use approvals, if needed, as well as building permits, etc. SERV covenants and agrees to construct the Group Home structure strictly in accordance with all applicable building, zoning and land use regulations and any special construction standards imposed by the New Jersey Department of Human Services that apply to alternative living arrangements - specifically group homes.

SERV also covenants and agrees that it will construct the Group Home on the Property within thirty-six (36) months of the execution of this agreement. In the event that SERV has not received a building permit to construct the Group Home on the Property within thirty-six (36) months (with appropriate extensions for force majeure events that delay construction), this agreement shall be null and void.

SECTION III

FULL COMPLIANCE WITH COAH'S RULES AND UHAC

As set forth in SECTION II (above), as a condition to receipt of title to the Property, SERV agrees to record the required UHAC Covenant and Restriction with the recording of the deed transferring title of the Property to SERV. Upon completion of construction, SERV agrees to comply with the UHAC regulations and COAH's rules in all respects including, but not limited to, affirmative marketing, income qualification and low/mod income split and SERV expressly agrees that four (4) bedroom units will be reserved for occupancy by a very low income individual as that term is defined in the Fair Housing Act. SERV agrees to retain its own COAH-qualified and certified Administrative Agent at its cost and expense to implement and monitor its affordable housing program for the Group Home. The SERV Administrative Agent shall provide all information and documentation necessary for the Township to complete annual Court monitoring forms and verify information contained therein. SERV shall submit

monitoring forms within 30 days of the Township's request.

SECTION IV

DEFAULT

In the event of default by SERV of any of its obligations herein after the Township tenders title to the Property to SERV, the Township shall be permitted to avail itself of all remedies provided in law or equity, including specific performance.

SECTION V

NOTICES

All notices required under this Agreement shall be in writing and shall be given by certified mail, return receipt requested, or by recognized overnight personal carriers with certified proof of receipt, and by duplicate facsimile transmission if under 25 pages. All notices shall be deemed received upon the date of delivery which is set forth in the mailing certifications by the mail or delivery services used, and all times for performance based upon such notice shall be from the date set forth in such proof of delivery. The persons and entities to receive notice shall be as follows:

To the Township of Florence:	Nancy L. Erlston, RMC Township Clerk Florence Township Municipal Building 711 Broad Street Florence, NJ 08518
------------------------------	--

With Copy To:	Kelly Grant, Esq. Capehart Scatchard 142 W. State Street Trenton, NJ 08608
---------------	---

To SERV:	SERV Properties and Management, Inc. 20 Scotch Road Ewing, NJ 08628 Attn: Dominic Longo, COO
----------	---

With Copy To:

Russell U. Schenkman, Esq.
Schenkman Jennings L.L.C.
13 Roszel Road
Suite C-225
Princeton, NJ 08540

SECTION VI

MISCELLANEOUS

(a) **Captions.** Captions and titles to this Agreement are inserted for the purpose of convenience and reference only, and are in no way to be construed as limiting or modifying the scope and intent of the various purposes and provisions of this Agreement.

(b) **Cooperation.** The parties expressly agree to cooperate with each other in order to effectuate and carry out the purposes of this Agreement in addition to the Township's Agreement with FSHC, the Township's Housing Element and Fair Share Plan, the Mount Laurel doctrine, the FHA, COAH's Rules, and the UHAC regulations. SERV further agrees to participate in any proceedings before the Court as the Court may request.

(c) **Waiver.** Each of the parties waives all rights to challenge the validity and enforceability of this Agreement. Failure to enforce provisions or obligations in this Agreement by any party shall not be construed as a waiver of these provisions and obligations.

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

(e) **Validity.** In the event that one or more of the provisions of this Agreement shall be held to be invalid, unenforceable or void, the parties shall within thirty (30) days of such

determination, attempt to restructure this Agreement consistent with its underlying intent. If the parties fail to resolve such a restructuring, any party may seek Court review and a ruling to restructure the Agreement in a legally acceptable manner reflecting the underlying intent of the parties as expressed herein.

(f) The parties agree that any presumption for resolving ambiguities against the drafter shall not apply.

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

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

Attest:

SERV PROPERTIES AND MANAGEMENT, INC.

By: _____
Dominic Longo, Chief Operating Officer

Date: _____

Attest:

**TOWNSHIP OF FLORENCE
A Municipal Corporation of the
State of New Jersey**

Nancy L. Erlston, Clerk, RMC

By: _____
Craig H. Wilkie, Mayor

Date: _____

[SEAL]

ACKNOWLEDGMENT

STATE OF NEW JERSEY)
 : ss.
COUNTY OF)

I certify that on _____, 2016, _____
personally came before me and stated to my satisfaction that this person:

(a) This person signed, sealed and delivered the attached document as _____
of _____, a body corporate and politic of the State of New
Jersey, named in this document;

(b) was authorized to and did execute this instrument as the _____
of _____, the entity named in this instrument; and

(c) executed this instrument as the act of the entity named in this instrument.

ACKNOWLEDGMENT

STATE OF NEW JERSEY)
 : ss.
COUNTY OF BURLINGTON)

I certify that on _____, 20____, _____
personally came before me and stated to my satisfaction that this person:

(a) This person signed, sealed and delivered the attached document as _____
of _____, a body corporate and politic of the State of New
Jersey, named in this document;

(b) was authorized to and did execute this instrument as the _____
of _____, the entity named in this instrument; and

(c) executed this instrument as the act of the entity named in this instrument.



Report of Phase I Environmental Site Assessment

PURSUANT TO THE ASTM STANDARD FOR PHASE I ENVIRONMENTAL
SITE ASSESSMENTS (E1527-13)

for

440 West 4th Street

Block 31, Lot 1

Township of Florence, Burlington County, New Jersey

March 2016

Prepared For

Township of Florence

711 Broad Street

Florence, New Jersey, 08518

Prepared By

Maser Consulting P.A.

2000 Midlantic Drive, Suite 100

Mt. Laurel, NJ 08054

856.797.0412

A handwritten signature in black ink, appearing to read 'Donald Bowman'.

Donald F. Bowman, CHMM
Senior Project Manager

MC Project No. FLT-069



TABLE OF CONTENTS

EXECUTIVE SUMMARY	1
1.0 SCOPE OF THE ENVIRONMENTAL SITE ASSESSMENT.....	2
1.1 STATEMENT OF WORK	2
1.2 RECOGNIZED ENVIRONMENTAL CONDITIONS	3
1.3 HISTORICAL RECOGNIZED ENVIRONMENTAL CONDITIONS.....	3
1.4 CONTROLLED RECOGNIZED ENVIRONMENTAL CONDITIONS	3
1.5 VAPOR MIGRATION.....	4
1.6 SPECIAL TERMS AND CONDITIONS	4
2.0 SITE DESCRIPTION	6
2.1 LOCATION AND LEGAL DESCRIPTION	6
2.2 SITE AND VICINITY CHARACTERISTICS.....	6
2.3 CURRENT USE OF THE PROPERTY	6
2.4 DESCRIPTIONS OF STRUCTURES AND/OR IMPROVEMENTS ON THE SITE.....	6
2.5 CURRENT USES OF ADJOINING PROPERTIES.....	6
3.0 USER PROVIDED INFORMATION	7
3.1 TITLE RECORDS	7
3.2 ENVIRONMENTAL LIENS	7
3.3 SPECIALIZED KNOWLEDGE.....	7
3.4 COMMONLY KNOWN OR REASONABLY ASCERTAINABLE INFORMATION.....	7
3.5 VALUATION REDUCTION FOR ENVIRONMENTAL ISSUES	7
3.6 OWNER/OCCUPANT INFORMATION	8
3.7 REASON FOR PERFORMING PHASE I ESA.....	8
4.0 RECORDS REVIEW	9
4.1 ENVIRONMENTAL RECORD SOURCES.....	9
4.2 PHYSICAL SETTING SOURCES	10
4.3 VAPOR MIGRATION.....	10
4.4 HISTORICAL USE INFORMATION	10
4.4.1 Historical Photographs, Topographic Maps and Sanborn® Fire Insurance Maps.....	11
4.4.2 Property Tax Map Report.....	14
4.4.3 City Directory Abstract.....	14
4.4.4 Environmental Lien Search	14
4.5 LOCAL AND STATE GOVERNMENT RECORDS REVIEW	14
4.6 NJDEP DATA MINER.....	15



4.7	NJDEP GEOWEB	16
4.8	PRIOR ENVIRONMENTAL REPORTING AND SAMPLING	16
5.0	SITE RECONAISSANCE	17
5.1	METHODOLOGY AND LIMITING CONDITIONS	17
5.2	GENERAL SITE SETTING	17
5.3	INTERIOR AND EXTERIOR OBSERVATIONS.....	18
5.3.1	Current and Past Uses of the Property	19
5.3.2	Agricultural Uses	19
5.3.3	Possible Historic Fill Areas	19
5.3.4	Drums.....	19
5.3.5	Dry Cleaning Facilities	19
5.3.6	Floor Drains.....	19
5.3.7	Hazardous Substances and Petroleum Products in Connection with Identified Uses.....	19
5.3.8	Hazardous substances and Petroleum Products Containers Not in Connection with Identified Uses.....	19
5.3.9	Hazardous Waste Disposal.....	19
5.3.10	Hydraulic Equipment	20
5.3.11	Landfill/Dumping.....	20
5.3.12	Odors	20
5.3.13	Pools of Liquid/Discharges.....	20
5.3.14	Radioactive Waste.....	20
5.3.15	Railroad Spurs	20
5.3.16	Septic Systems	20
5.3.17	Stains and/or Corrosion	20
5.3.18	Solid Waste	20
5.3.19	Stressed Vegetation.....	20
5.3.20	Storage Tanks.....	20
5.3.21	Sumps, Pits, Pond, Lagoons, and/or Surface Water Bodies	21
5.3.22	Transformers /Polychlorinated Biphenyls (PCBs)	21
5.3.23	Unidentified/Identified Substance Containers	21
5.3.24	Waste/Process Water	21
5.3.25	Wells	21
6.0	INTERVIEWS	22
7.0	FINDINGS & OPINIONS.....	23
8.0	CONCLUSIONS & RECOMMENDATIONS	24
	QUALIFICATIONS OF PREPARER.....	25



APPENDICES

APPENDIX A – CERTIFICATION AND LIMITATIONS
APPENDIX B – PROJECT MAPPING
APPENDIX C – SITE PHOTOGRAPHS
APPENDIX D – HISTORICAL AERIAL PHOTOGRAPHS
APPENDIX E – HISTORICAL TOPOGRAPHIC MAPS
APPENDIX F – HISTORICAL SANBORN® FIRE INSURANCE MAPS
APPENDIX G – TAX MAP REPORT
APPENDIX H – CITY DIRECTORY ABSTRACT
APPENDIX I – ENVIRONMENTAL LIEN SEARCH
APPENDIX J – ENVIRONMENTAL RECORDS SEARCH
APPENDIX K – VAPOR ENCROACHMENT SCREEN
APPENDIX L – LOCAL AND STATE GOVERNMENT CORRESPONDENCE
APPENDIX M - ASTM E1527-13 USER QUESTIONNAIRE



EXECUTIVE SUMMARY

Maser Consulting P.A. (Maser Consulting) performed a Phase I Environmental Site Assessment of the property located at 440 West 4th Street, Block 31, Lot 1, Florence Township, Burlington County, New Jersey. The objective of the assessment was to identify known or suspected Recognized Environmental Conditions (RECs), Controlled Recognized Environmental Conditions (CRECs) and Historic Recognized Environmental Conditions (HRECs) in connection with the subject property. To achieve this objective, the assessment included a review of historical records and mapping and regulatory databases followed by visual observations of the subject property and surrounding properties. This assessment was conducted in general accordance with the American Society for Testing and Materials (ASTM) *Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process* (E1527-13).

No RECs, CRECs, or de minimus conditions were identified for the subject property.

This ESA has revealed no evidence of RECs in connection with the subject property except for the following:

HREC #1 - Former Underground Storage Tank (UST)

In November 2014, a 550 gallon UST containing heating oil was removed from the subject property by ERC Environmental Inc. (ERC). The tank was observed to have a small amount of oil left in the tank with no signs of leakage or holes by ERC and was received by Donjon Recycling/ C&M Metals Recycling LLC on 11/12/2014. The township's final inspection of the UST removal on 11/12/2014 stated "pass," and the township issued a "Certificate of Approval" on 12/1/2014. Photographs of the UST and a copy of the Certificate of Recycling can be found in **Appendix C**.

Maser Consulting recommends no further investigation of this HREC.

Out of Scope Considerations

Asbestos-Containing Materials and Lead-Based Paint

Based on the apparent age of the structure located on site and heating water supply pipes labeled as asbestos material, the potential exists for asbestos-containing building materials and lead-based paint to be present on site. Maser Consulting recommends an asbestos and lead-based paint survey be conducted prior to future property use or development activities which may disturb these materials.

Additional information regarding these observations and recommendations can be found in **Section 7** of this report.



1.0 SCOPE OF THE ENVIRONMENTAL SITE ASSESSMENT

1.1 STATEMENT OF WORK

This Phase I Environmental Site Assessment (ESA) was performed in general accordance with the standards set forth in the ASTM Standard Practice for Environmental Site Assessments: *Phase I Environmental Site Assessment Process* (E1527-13), and includes the following:

- Review of records from local and county offices for historical or other documents indicating the potential presence and/or release of environmentally hazardous material or the presence of an underground storage tanks on the subject and adjoining property.
- Review of New Jersey Department of Environmental Protection (NJDEP) files and databases to evaluate the potential presence and/or release of hazardous material on the subject and adjoining property.
- Review of the United States Environmental Protection Agency (USEPA) databases to evaluate the potential presence and/or release of hazardous material on the subject and adjoining property.
- Review of adjacent properties past and present uses.
- Review of historical aerial photographs and topographic maps.
- Site reconnaissance to confirm the information found in the data review and to identify any additional areas of concern.

The purpose of ASTM Practice E1527-13 is to define good commercial and customary practice for conducting an environmental site assessment of a parcel of commercial real estate with respect to the range of contaminants within the scope of CERCLA and petroleum products. As such, this practice is intended to permit a user to satisfy one of the requirements to qualify for the innocent landowner, contiguous property owner, or bona fide prospective purchaser limitations on CERCLA liability. That requirement encompasses the practices that constitute "*all appropriate inquiry into the previous ownership and uses of the property consistent with good commercial or customary practice*" as defined in 42 U.S.C., 9601(35)(B). Certification and Limitations of this Phase I ESA are provided in **Appendix A**.

Consistent with standard practice, Maser Consulting submitted an information request to EDR, a company specializing in environmental database searches. Information provided by EDR includes, when available historical aerial photographs (**Appendix D**) and topographic maps (**Appendix E**), Sanborn® fire insurance maps (**Appendix F**), tax maps (**Appendix G**), business listings (**Appendix H**), information concerning environmental liens (**Appendix I**), a listing of the site or adjacent properties on federal, state, local, tribal databases (**Appendix J**) and information concerning the potential for vapor migration (**Appendix K**). This information was



then supplemented by Maser Consulting, with site specific information from local and state government agencies (**Appendix L**), discussions with persons familiar with the property, and direct observation to provide a complete as possible picture of previous property uses, known or potential *Recognized Environmental Conditions*, *Historical Environmental Conditions*, and *Controlled Environmental Conditions* and potential vapor migration that could have financial, schedule, or health risk consequences to the proposed use of the property.

1.2 RECOGNIZED ENVIRONMENTAL CONDITIONS

The term “*Recognized Environmental Condition*” is defined as: *the presence or likely presence of any hazardous substances or petroleum products in, on or at the property: (1) due to any release to the environment; (2) under conditions indicative of a release to the environment; or (3) under conditions that pose a material threat of a future release to the environment.*

The term “Recognized Environmental Condition” is not intended to include *de minimis* conditions that generally do not present a material risk of harm to public health or the environment and that generally would not be the subject of an enforcement action if brought to the attention of appropriate government agencies.

1.3 HISTORICAL RECOGNIZED ENVIRONMENTAL CONDITIONS

The term “*Historical Recognized Environmental Condition*” is an environmental condition which in the past would have been considered an REC, but which may or may not be considered an REC currently and defined as: *a past release of any hazardous substances or petroleum products that has occurred in connected with the property and has been addressed to the satisfaction of the applicable regulatory authority or meeting unrestricted residential use criteria established by regulatory authority, without subjecting the property to any required controls (e.g., property use restrictions, AULs, institutional controls, or engineering controls).*

Before calling the past release an HREC, the environmental professional must determine whether the past release is an REC at the time the Phase I ESA is conducted (e.g. if there has been a change in the regulatory criteria). If the environmental professional considers the past release to be an REC at the time the Phase I ESA is conducted, the condition shall be included in the conclusions section of the report as an REC.

1.4 CONTROLLED RECOGNIZED ENVIRONMENTAL CONDITIONS

The term “*Controlled Recognized Environmental Condition*” is defined as: *an REC resulting from a past release of hazardous substances or petroleum products that has been addressed to the satisfaction of the applicable regulatory authority (e.g., as evidenced by the issuance of a NFA letter or equivalent, or meeting risk-based criteria established by regulatory authority), with hazardous substances or petroleum products allowed to remain in place subject to the implementation of required controls (e.g., property use restrictions, AULs, institutional controls, or engineering controls).*



1.5 VAPOR MIGRATION

The term “*migrate*” and “*migration*” refers to the movement of hazardous substances or petroleum products in any form, including, for example, solid and liquid at the surface or subsurface, and vapor in the subsurface.

Vapor migration is considered no differently than contaminated groundwater migration in the Phase I ESA. While ASTM E2600-10 provides an industry consensus methodology to assess vapor migration, the use of ASTM E2600-10 methodology is not required to achieve compliance with ASTM E1527-13.

1.6 SPECIAL TERMS AND CONDITIONS

PRINCIPLES

The following principles are an integral part of the ASTM Standard and are intended to be referred to in resolving any ambiguity or exercising such discretion as is accorded the user or environmental professional in performing a Phase I Environmental Site Assessment or in judging whether a user or environmental professional has conducted diligent inquiry, or has otherwise conducted an adequate Phase I Environmental Site Assessment.

UNCERTAINTY NOT ELIMINATED

No Phase I Environmental Site Assessment can wholly eliminate uncertainty regarding the potential for Recognized Environmental Conditions, sometimes referred to as “Areas of Environmental Concern”, in connection with a property, which are not discoverable through the diligent inquiry pursued in compliance with ASTM Standard Practice E-1527-13.

NOT EXHAUSTIVE-APPROPRIATE INQUIRY

An appropriate inquiry does not mean an “exhaustive” assessment of a clean property. There is a point at which the cost of the information obtained or the time required to gather data outweighs the usefulness of the information and, in fact, may be a material detriment to the orderly completion of transactions.

One of the purposes of this practice is to identify a balance between the competing goals of limiting costs and time demands inherent in performing an environmental site assessment and the reduction of uncertainty about unknown conditions resulting from additional information.



LEVEL OF INQUIRY IS VARIABLE

“Not every property will warrant the same level of assessment”. Consistent with good commercial or customary practice, the appropriate level of environmental site assessment will be guided by the type of property subject to assessment, the expertise and risk tolerance of the user, and the information developed in the course of the inquiry.

OUT-OF-SCOPE CONSIDERATIONS

Additional reconnaissance may be conducted in a Phase I ESA if the client specifically requests it. These examinations are conducted according to applicable state or federal agency standards or commonly accepted best professional practices. These additional studies are beyond the contracted scope of a Phase I ESA (E1527-13) and were not performed as part of this assessment.

EXCEPTIONS

The required search of environmental records has been conducted for this property and includes sites within the appropriate ASTM radii pursuant to the ASTM Standard Practice E1527-13 (within 1 mile or less). Only those agency records that provide value and are available for discharge incidents that have occurred on-site or adjacent to the subject property will be retrieved and reviewed. It is beyond the scope of this report to seek out and review government agency files for conditions or discharge incidents beyond the project site and immediately adjacent sites.

CERTIFICATION AND LIMITATIONS

A full certification of limitations for this ASTM-based ESA is provided in **Appendix A**.



2.0 SITE DESCRIPTION

2.1 LOCATION AND LEGAL DESCRIPTION

The subject property is located on West 4th Street between Church Street and Winter Street in Florence Township, Burlington County, New Jersey. The site location is shown on Figure 1 in **Appendix B** on the United States Geological Survey (USGS) topographic quadrangle map.

2.2 SITE AND VICINITY CHARACTERISTICS

Block 31, Lot 1 consists of approximately 0.5 acres of relatively flat terrain which at its northwestern border slopes to the northwest. Aerial mapping and Municipal Tax Mapping are included as Figure 2 and Figure 3 in **Appendix B** depicting the approximate property boundaries. The subject property is vacant with a single-story brick structure with a basement. The subject property is bordered by West 5th Street to the south, residential properties to the east, Church Street to the west, and West 4th Street to the north. The surrounding properties are utilized primarily for residential purposes.

2.3 CURRENT USE OF THE PROPERTY

The subject property is currently vacant.

2.4 DESCRIPTIONS OF STRUCTURES AND/OR IMPROVEMENTS ON THE SITE

The subject property currently is vacant with a one-story brick structure with a basement. Photographs of the subject property are included in **Appendix C**.

2.5 CURRENT USES OF ADJOINING PROPERTIES

The subject property is located in a primarily residential area with some commercial uses nearby. Adjacent sites currently support residential uses.



3.0 USER PROVIDED INFORMATION

3.1 TITLE RECORDS

Chain of title information was not provided for the purpose of this report. However, the Environmental Lien Search Report provided by EDR has been reviewed by Maser Consulting and identifies property ownership history as follows:

Deed 1

Type of Deed: Deed

Title is vested in: CLK Ventures, LLC

Title is received from: Timothy Lutz and Thomas Csapo

Deed dated: 10/11/2008

Date recorded: 12/15/2005

Legal Current Owner: CLK Ventures, LLC

No other title records have been identified for the subject property. A copy of the Environmental Lien Search Report is included in **Appendix I**.

3.2 ENVIRONMENTAL LIENS

There are no known or recorded environmental liens or other activity and use limitations on the property as identified by the Environmental Lien Search Report provided by EDR.

A copy of the Environmental Lien Search Report is included in **Appendix I**.

3.3 SPECIALIZED KNOWLEDGE

Maser Consulting has received no specialized knowledge or information from the user of this environmental site assessment which is material to be RECs in connection with the subject property (see **Appendix M**).

3.4 COMMONLY KNOWN OR REASONABLY ASCERTAINABLE INFORMATION

Maser Consulting has received no commonly known or reasonably ascertainable information from the user of this environmental site assessment which is material to RECs in connection with the subject property (see **Appendix M**).

3.5 VALUATION REDUCTION FOR ENVIRONMENTAL ISSUES

Maser Consulting has received no knowledge or information indicating that the proposed purchase price for the subject property is significantly lower than fair market value; a condition which may indicate that the site has been impacted by hazardous substances or petroleum products (see **Appendix M**).



3.6 OWNER/OCCUPANT INFORMATION

The current property owner information is identified by the Environmental Lien Search Report and City Directory Report provided by EDR and available tax records:

Block 31, Lot 1; Owner: CLK Venture, LLC.

3.7 REASON FOR PERFORMING PHASE I ESA

This Phase I Environmental Site Assessment is being performed in support of a proposed real estate transaction involving the subject property.



4.0 RECORDS REVIEW

4.1 ENVIRONMENTAL RECORD SOURCES

Maser Consulting has utilized the services of EDR to identify occurrences of the subject property and surrounding properties on Standard Environmental Record Sources per ASTM E1527-13. The EDR Radius Map Report has not identified the subject property on any environmental record sources reviewed. No significant data gaps were identified that would affect the ability to identify RECs.

Subject Property

The subject property is not listed in environmental records searched.

Surrounding Properties

As reported by EDR, a total of twenty-four (24) site recordings were identified in the Federal and State databases within a one-mile search radius of the subject property. Below, notable sites surrounding the subject property are summarized:

Site Name	Address	Distance	Databases Listed	Status
215 West 5 th Street	215 West 5 th Street	ESE 1/8-1/4 (0.228 mi.)	NJ SHWS	Site ID: 379866 Status: Closed PI # 471157
Water Treatment Plant	Summer & 6 th Street	SE 1/8-1/4 (0.208 mi.)	NJ UST	Tank-1 (Unleaded Gas) Status: Removed Tank -2 (Diesel) Status: Removed Tank-3 (Unleaded Gas) Status: Removed

The EDR Orphan Summary also includes listings for 5 properties that are included on certain Federal or State environmental databases, but are reported by EDR to be un-mappable due to insufficient address information. The Orphan Summary did not list the subject property.

Based on review of the Radius Map Report provided by EDR, the nature of impacts, physical setting and location of the surrounding database listing sites it appears unlikely that the reported off-site sources would have a potential environmental impact on the subject property.

Additional information regarding the properties identified is contained in the EDR Environmental Database Search Report provided as **Appendix J**.



4.2 PHYSICAL SETTING SOURCES

Maser Consulting has reviewed the current USGS 7.5 Minute Topographic Map to identify the topographic features of the site and the likelihood in which hazardous substances or petroleum products may migrate onto the property or from or within the property into the soil or groundwater. Additionally, the Physical Setting Source Addendum provided by EDR provides general geologic, hydrologic, and topographic characteristics of the site.

The topography of the subject property is relatively flat.

Based on the physical setting sources reviewed, there does not appear to be likelihood for hazardous substances or petroleum products to migrate as a result of the soils, topography, and hydrogeologic features present at the site.

4.3 VAPOR MIGRATION

Maser Consulting has utilized the services of EDR for the assessment of vapor migration into the structures on the property involved in a real estate transaction to meet the search requirements of the ASTM Standard Practice for Assessment of Vapor Encroachment into Structures on Property Involved in Real Estate Transactions (E2600-10).

The physical setting sources reviewed identify the subject property at an elevation of approximately 25 feet above sea level. Within a 1/4 mile radius, five (5) sites were identified on standard environmental records databases. Most sites were identified as either hazardous waste generators or UST facilities, with the USTs either removed, abandoned in place or remediation in progress. Un-mappable (orphan) sites are not considered in the forgoing analysis.

The subject property was not identified in a flood zone. Wetlands are identified at 1/4 mile to the north. No wetlands are identified on the subject property. The dominant soil component name in the area is the Galestown which is identified to have a mixture of sands and clay at the surface followed by loamy sands at deeper depths. The sands are identified to have high infiltration rates and are well-drained.

Based on the proximity of the surrounding sites, nature of impacts, and the topography in the general area of the subject property, there does not appear to be a likelihood for soil vapor migration onto the subject property.

Additional information regarding the properties identified is contained in the EDR Vapor Encroachment Screen provided as **Appendix K**.

4.4 HISTORICAL USE INFORMATION

Historic use information has been reviewed to develop a history of the previous uses of the subject property and surrounding area in order to help identify the likelihood of past uses having led to Recognized Environmental Conditions in connection with the property. Maser Consulting



contacted EDR to provide historic aerial photographs, historic topographic mapping, Sanborn fire insurance maps, a city directory search, a property tax map search, and environmental lien search for the subject property. A summary of each of these historic use records is provided in the following sections.

4.4.1 HISTORICAL PHOTOGRAPHS, TOPOGRAPHIC MAPS AND SANBORN® FIRE INSURANCE MAPS

Aerial photography, historical USGS topographic quadrangle maps, and historical Sanborn® fire insurance maps have been provided by EDR. A chronological review of the available records indicates past uses of the subject property and surrounding area and is provided below. The EDR Aerial Photo Decade Package is provided in **Appendix D**, the EDR Historical Topographic Map Report is provided in **Appendix E.**, and the EDR Certified Sanborn® Map Report is provided in **Appendix F**.

1890 Topographic Map

This map is from the Burlington quad 15 minute series with a scale of 1:62500. The subject property is identified adjacent to the north of the Pennsylvania Railroad Amboy Division.

1893 Topographic Map

This map is from the Burlington quad 15 minute series with a scale of 1:62500. No changes can be seen in the area of the subject property from the previous (1890) topographic map.

1904 Topographic Map

This map is from the Burlington quad 15 minute series with a scale of 1:62500. Multiple structures can be seen in the vicinity of the subject property.

1906 Topographic Map

This map is from the Burlington quad 15 minute series with a scale of 1:62500. No changes can be seen in the area of the subject property from the previous (1904) topographic map.

1907 Topographic Map

This map is from the Trenton quad 30 minute series with a scale of 1:125000. No changes can be seen in the area of the subject property from the previous (1906) topographic map.

1916 Sanborn® Map

This map shows the subject property labeled “Public School (from plans) heat, furnace, lights, gas.”

1926 Sanborn® Map

No changes can be seen from the previous (1916) Sanborn® map.

1930 Sanborn® Map

This map shows a structure labeled “D” on the adjacent property.



1931 Aerial Photograph

The scale of this photo is 1"=500'. The subject property and adjacent properties are shown to support structures.

1937 Aerial Photograph

The scale of this photo is 1"=500'. No changes can be seen from the previous (1931) aerial photograph.

1940 Aerial Photograph

The scale of this photo is 1"=500'. No changes can be seen from the previous (1937) aerial photograph.

1942 Topographic Map

This map is from the Burlington quad 15 minute series with a scale of 1:62500. More roads can be identified in the vicinity of the subject property.

1946 Aerial Photograph

The scale of this photo is 1"=500'. No changes can be seen from the previous (1940) aerial photograph.

1947 Topographic Map

This map is from the Bristol quad 7.5 minute series with a scale of 1:24000. A structure can be seen located on the subject property.

1948 Sanborn® Map

This map shows the adjacent property divided into multiple lots with structures on them.

1953 Aerial Photograph

The scale of this photo is 1"=500'. There are now six structures located on the adjacent lots.

1955 Topographic Map

This map is from the Bristol quad 7.5 minute series with a scale of 1:24000. No changes can be seen in the area of the subject property from the previous (1947) topographic map.

1958 Aerial Photograph

The scale of this photo is 1"=500'. No changes can be seen from the previous (1953) aerial photograph.

1965 Aerial Photograph

The scale of this photo is 1"=500'. No changes can be seen from the previous (1958) aerial photograph.

1970 Aerial Photograph

The scale of this photo is 1"=500'. No changes can be seen from the previous (1965) aerial photograph.



1970 Topographic Map

This map is from the Bristol quad 7.5 minute series with a scale of 1:24000. No changes can be seen in the area of the subject property from the previous (1955) topographic map.

1978 Aerial Photograph

The scale of this photo is 1"=500'. The structures located on the adjacent lots are more developed.

1981 Topographic Map

This map is from the Bristol quad 7.5 minute series with a scale of 1:24000. No changes can be seen in the area of the subject property from the previous (1970) topographic map.

1983 Aerial Photograph

The scale of this photo is 1"=500'. No changes can be seen from the previous (1978) aerial photograph.

1989 Aerial Photograph

The scale of this photo is 1"=500'. No changes can be seen from the previous (1983) aerial photograph.

1992 Aerial Photograph

The scale of this photograph is 1"=500'. No changes are apparent from the previous (1989) aerial photograph, although it is unclear due to the poor quality of this aerial photograph.

1999 Aerial Photograph

The scale of this photo is 1"=500'. No changes can be seen from the previous (1992) aerial photograph.

2005 Aerial Photograph

The scale of this photo is 1"=500'. No changes can be seen from the previous (1999) aerial photograph.

2006 Aerial Photograph

The scale of this photo is 1"=500'. No changes can be seen from the previous (2005) aerial photograph.

2013/2014 Topographic Map

This map is from the combined Bristol quad 7.5 minute series and the Trenton Quad 7.5 minute series with a scale of 1:24000. Due to recent changes, USGS no longer includes footprints on their most recent topographic maps.



4.4.2 PROPERTY TAX MAP REPORT

A Property Tax Map Report has been provided by EDR. The property tax map report indicates property boundaries and other characteristics which are used to evaluate potential environmental conditions at the subject property and surrounding areas.

The property tax map report identified the subject property as Block 31, Lot 1. The EDR Property Tax Map Report is provided in **Appendix G**.

4.4.3 CITY DIRECTORY ABSTRACT

A City Directory Abstract has been provided by EDR. The City Directory Abstract includes city directory, cross reference, and telephone directory information which may indicate property uses and the potential for environmental conditions at the subject property and surrounding areas. Review of these records indicates past uses of the subject properties and surrounding area. A summary of notable uses and/or owners of the property is provided below.

2003

Florence Township Public School

2013

Florence Township Board of Education

Surrounding properties searched for the years 1978 through 2013 have reported primarily residential and commercial uses. The EDR City Directory Abstract is provided in **Appendix H**.

4.4.4 ENVIRONMENTAL LIEN SEARCH

An Environmental Lien Search Report was provided by EDR. This report includes a search of available land title records for environmental cleanup liens and other activities, and use limitations which would indicate environmental conditions at the subject property.

No known or recorded environmental liens or other activity and use limitations on the property have been identified by the Environmental Lien Search Report. The EDR Environmental Lien Search Report is provided in **Appendix I**.

4.5 LOCAL AND STATE GOVERNMENT RECORDS REVIEW

The following sources were contacted to research records of possible environmental conditions at the subject property:

- New Jersey Department of Environmental Protection
Office of Records Access
401 East State Street



Trenton, NJ 08625

- Burlington County Custodian of Records
49 Rancocas Road, Room 133
Mounty Holly, New Jersey 08060
- Township of Florence Municipal Clerk
711 Broad Street
Florence, NJ 08518
- Environmental Data Resources
6 Armstrong Road, 4th Floor
Shelton, CT 06484

Pursuant to ASTM E1527-13, records were requested for the subject property. The following summarizes the results of the records requests:

NJDEP Records

NJDEP responded to the records request indicating that responsive records were not identified for the subject property.

County Government Records

A records request was submitted to Burlington County on February 10, 2016. A response from the Burlington County Custodian of Records was not received as of the date of this Phase I ESA Report. Should Burlington County provide responsive records after the date of this Phase I ESA Report, those records will be provided by separate correspondence.

Local Government Records

The Township of Florence Municipal Clerk responded to the records request indicating that responsive records were identified for the subject property.

Copies of state and local government correspondence are provided in **Appendix L**.

4.6 NJDEP DATA MINER

Maser Consulting searched NJDEP's Data Miner website database for information on the subject property. Data Miner contains information regarding what programs the subject property can be found in and the status of that program. No information was located in Data Miner for the subject property.

Copies of the NJDEP Data Miner searches are provided in **Appendix L**.



4.7 NJDEP GeoWEB

Maser Consulting reviewed NJDEP GeoWeb to identify environmental profiles for the subject property and the surrounding area. The subject property and adjacent properties were not identified by NJDEP GeoWeb.

Mapping of the NJDEP GeoWeb is provided in **Appendix L**.

4.8 PRIOR ENVIRONMENTAL REPORTING AND SAMPLING

Permits, inspections, and certifications relating to the closure of the 550 gallon UST are provided in **Appendix L**



5.0 SITE RECONNAISSANCE

5.1 METHODOLOGY AND LIMITING CONDITIONS

Pursuant to ASTM E1527-13, site reconnaissance of the subject property was conducted on February 11, 2016 by a Maser Consulting professional. The purpose of the site reconnaissance is to confirm the findings of the environmental records review and to identify observable environmental conditions present in connection with the subject property.

Snow-covered ground was a limiting condition on site at the time of site reconnaissance.

5.2 GENERAL SITE SETTING

The subject property consists of approximately 0.5 acres of relatively flat terrain which at its northwestern border slopes to the northwest. The subject property is vacant with a single-story brick structure with a basement. The subject property is bordered by West 5th Street to the south followed by NJ Transit rail lines, Church Street to the west, residential properties to the east, and West 4th Street to the north. The surrounding properties are utilized primarily for residential purposes with some commercial facilities further out.



5.3 INTERIOR AND EXTERIOR OBSERVATIONS

A *Site Reconnaissance Checklist* is provided below which identifies items observed during the site reconnaissance. Descriptions of the items identified are provided in the following paragraphs. Photographs of the subject property taken during the site reconnaissance are included in **Appendix C**.

Physical Conditions Assessment			
Recognized Environmental Condition	Identified	Not Identified	Evidence/Description
Aboveground Storage Tanks		X	
Agricultural Uses		X	
Possible Historic Fill Areas		X	
Discharges		X	
Drum Storage		X	
Dry Cleaning facilities		X	
Drywell		X	
Electrical Equipment/PCBs	X		See Section 5.3.22
Floor drains		X	
Hazardous Substances/Containers		X	
Unidentified/Identified Substance Containers		X	
Hazardous waste disposal		X	
Hydraulic Equipment		X	
Landfill/Dumping		X	
Odors		X	
Pools of Liquid		X	
Radioactive waste		X	
Railroad spurs	X		See Section 5.3.15
Septic Systems		X	
Solid waste	X		See Section 5.3.17
Stained Soil and/or Pavement		X	
Stains or Corrosion		X	
Stressed Vegetation		X	
Sumps, pits, trenches		X	
Surface water bodies		X	
Underground storage tanks		X	See Section 5.3.20
Waste/Process water		X	
Wells – supply		X	
Wells – monitoring		X	
OUT OF SCOPE CONSIDERATIONS			
Asbestos-Containing Materials	X		See Out of Scope Considerations
Potential Lead-based Paint	X		See Out of Scope Considerations



Radon		X	
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5.3.1 CURRENT AND PAST USES OF THE PROPERTY

Currently the subject property is vacant.

5.3.2 AGRICULTURAL USES

Agricultural uses were not identified for the subject property.

5.3.3 POSSIBLE HISTORIC FILL AREAS

No historic fill was identified at the subject property.

5.3.4 DRUMS

No drums were identified during site reconnaissance at the subject property.

5.3.5 DRY CLEANING FACILITIES

No dry cleaning facilities have been identified during the site reconnaissance on or in the vicinity of the subject property.

5.3.6 FLOOR DRAINS

No floor drains were identified during a site reconnaissance of the subject property.

5.3.7 HAZARDOUS SUBSTANCES AND PETROLEUM PRODUCTS IN CONNECTION WITH IDENTIFIED USES

No hazardous substances or petroleum products have been identified at the subject property.

5.3.8 HAZARDOUS SUBSTANCES AND PETROLEUM PRODUCTS CONTAINERS NOT IN CONNECTION WITH IDENTIFIED USES

No hazardous substances and petroleum products containers were identified during the site reconnaissance of the subject property.

5.3.9 HAZARDOUS WASTE DISPOSAL

No hazardous waste disposal was identified during the site reconnaissance at the subject property.



5.3.10 HYDRAULIC EQUIPMENT

No hydraulic equipment was identified during a site reconnaissance of the subject property.

5.3.11 LANDFILL/DUMPING

No dumping was identified throughout the subject property during site reconnaissance.

5.3.12 ODORS

No odors have been identified at the subject property.

5.3.13 POOLS OF LIQUID/DISCHARGES

No pools of liquid or discharges were identified during the site reconnaissance at the subject property.

5.3.14 RADIOACTIVE WASTE

No radioactive waste was identified during the site reconnaissance at the subject property.

5.3.15 RAILROAD SPURS

A railroad spur is located south of the subject property.

5.3.16 SEPTIC SYSTEMS

No septic system was identified at the subject property.

5.3.17 STAINS AND/OR CORROSION

No stains or corrosion were identified during a site reconnaissance of the subject property.

5.3.18 SOLID WASTE

Litter and debris was observed throughout the structure during the site reconnaissance.

5.3.19 STRESSED VEGETATION

No stressed vegetation was identified at the subject property.

5.3.20 STORAGE TANKS

One (1) approximately 550 gallon underground storage tank containing heating oil was removed in November 2014 located in the back left corner of the structure. The tank was removed by



ERC Environmental Inc. in conjunction with the Underground Storage Tank Certification Program N.J.S.A. 58:10A—24.1—8. The tank was received by Donjon Recycling/ C&M Metals Recycling LLC on 11/12/2014. The township's final inspection of the UST removal on 11/12/2014 stated "pass," and the township issued a "Certificate of Approval" on 12/1/2014.

5.3.21 SUMPS, PITS, POND, LAGOONS, AND/OR SURFACE WATER BODIES

No sumps, pits, ponds, lagoons or other surface water bodies were observed during the site reconnaissance.

5.3.22 TRANSFORMERS /POLYCHLORINATED BIPHENYLS (PCBs)

A poletop transformer was identified along West 4th Street near the front of the structure during site reconnaissance.

5.3.23 UNIDENTIFIED/IDENTIFIED SUBSTANCE CONTAINERS

No unidentified substance containers were identified at the subject property during the site reconnaissance.

5.3.24 WASTE/PROCESS WATER

No process water discharges have been currently identified on site.

5.3.25 WELLS

No wells were observed during the site reconnaissance of the subject property.



6.0 INTERVIEWS

An interview was conducted on February 11, 2016 by a Maser Consulting professional with the Mr. Tim Lutz via email.

Mr. Lutz who represents CLK Venture LLC, answered pertinent questions about the subject property and identified the current and past conditions of the subject property outlined below:

- Property has been vacant since 2008.
- Mr. Lutz confirms that a UST was removed in November 2014, and formerly contained heating oil.
- There have been no renovations.
- The structure is connected to township water and sewer.



7.0 FINDINGS & OPINIONS

The following known or suspect RECs, CRECs, HRECs and de minimis conditions have been identified at the subject property:

Debris

During the site reconnaissance a stove and refrigerator were identified inside the structure. These are considered debris and prior to disposal, the freon in the refrigerator is required to be evacuated and collected by an EPA-certified technician.

Former Underground Storage Tank (UST)

In November 2014, a 550 gallon UST was removed from the subject property by ERC Environmental Inc. (ERC).

Railroad Spur

Historic (Sanborn®) maps, topographic maps, and historic aerial photographs show a railroad spur adjacent to West 5th Street,

Poletop transformer

A poletop transformer, believed to be owned by PSE&G, was observed in front of the structure along West 4th Street. The transformer was in good condition, with no evidence of a leak or discharged observed.



8.0 CONCLUSIONS & RECOMMENDATIONS

This Phase I ESA was conducted pursuant to the ASTM *Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process* (E1527-13). The full certification of limitations of the ASTM Phase I ESA can be found in **Appendix A**.

We have performed a Phase I ESA in conformance with the scope and limitations of ASTM Practice E1527-13 of 440 West 4th, Block 31 Lot 1, Florence Township, Burlington County, New Jersey (i.e. the subject property). Any exceptions to, or deletions from, this practice are described in Section 1 of this report.

No RECs, CRECs, or de minimus conditions were identified for the subject property. The following are the known or suspected HRECs and observations and recommendations for the subject property:

HREC #1 - Former Underground Storage Tank (UST)

In November 2014, a 550 gallon UST was removed from the subject property by ERC. The tank was observed to have no signs of leakage or holes by ERC and was received by Donjon Recycling, C&M Recycling on 11/12/2014. Photographs of the UST and a copy of the Certificate of Recycling can be found in **Appendix C**.

Maser Consulting recommends no further investigation of this HREC.

Out of Scope Considerations

Asbestos-Containing Materials and Lead-Based Paint

Based on the apparent age of the structure located on site and heating water supply pipes labeled as asbestos material, the potential exists for asbestos-containing building materials and lead-based paint to be present on site. Maser Consulting recommends an asbestos and lead-based paint survey be conducted prior to future property use or development activities which may disturb these materials.



QUALIFICATIONS OF PREPARER

DONALD F. BOWMAN, C.H.M.M. SENIOR PROJECT MANAGER

Mr. Bowman has over 25 years of experience in environmental regulatory compliance providing subject matter expertise in the areas of site remediation, hazardous materials, hazardous waste, solid waste, recycling, and beneficial use, including environmental permitting, strategy / policy development, procedure writing, and training. Mr. Bowman is experienced in Phase I Environmental Site Assessments pursuant to the ASTM Standard Practice E1527-13. Mr. Bowman earned his Bachelor of Science Degree in Chemical Engineering from Lehigh University and is a Licensed Professional Engineer with Pennsylvania and New York and a Certified Hazardous Materials Manager by the Institute of Hazardous Materials Management.

VINCENT CARBONE ENVIRONMENTAL TECHNICIAN

Mr. Carbone has experience in environmental and engineering services involving site investigations and Phase I ESAs. Mr. Carbone is experienced in Site Investigations pursuant to the New Jersey Technical Requirements for Site Remediation (N.J.A.C. 7:26E). In addition, Mr. Carbone has completed 40 hours of OSHA HAZWOPER training. Mr. Carbone earned his Bachelor of Arts in Professional Geology from Bloomsburg University.





APPENDIX A

CERTIFICATION AND LIMITATIONS

The undersigned certifies to **RICHARD A. BROOK, TOWNSHIP OF FLORENCE** (*hereinafter referred to as the "client"*) that:

1. The undersigned has no present or contemplated future (a) partnership with the *client* nor (b) an interest in the property inspected which could adversely affect the ability to perform an objective inspection; and neither the employment of the undersigned to conduct the inspection, nor the compensation for it, is contingent on the results of the inspection.
2. The undersigned has no personal interest in or bias with respect to the subject matter of this ***Phase I Environmental Site Assessment*** or any parties who may be part of a financial transaction involving the property. The conclusions and recommendations of this report are not based in whole or in part upon the race, color, creed, sex or national origin of any of the principal parties of the *client* or the property owner(s).
3. The undersigned has personally inspected the property and has made visual inspection of adjacent properties, to the extent possible by readily available access. The inspection does not include the removal of any soil, water or air samples, the moving of furniture or fixtures, or any type of inspection that would require extraordinary effort to access.
4. All contingent and limiting conditions are contained herein (imposed by the terms of the inspection assignment or by the undersigned affecting the conclusions and recommendations contained in this report).
5. This ***Phase I Environmental Site Assessment*** has been made in conformance with and is subject to the requirements of the Code of Professional Ethics of the Environmental Assessment Association.
6. I declare that, to the best of my professional knowledge and belief, I meet the definition of "Environmental Professional" as defined in §312.10 of 40 CFR § 312.
7. I have the specific qualifications based on education, training and experience to assess a property of the nature, history, and setting of the subject property. I have developed and performed the all appropriate inquiries in conformance with the standards and practices set forth in 40 CFR Part 312.

Contingent and Limiting Conditions:

1. The undersigned assumes no responsibility for matters of a legal nature affecting the property inspected or the title thereto. The property is inspected assuming responsible ownership.
2. Any sketch appearing in or attached to the ***Phase I Environmental Site Assessment*** or any statement of dimensions, capacities, quantities or distances, are approximate and are included to assist the reader in visualizing the property. The undersigned has made no survey of the property.
3. The undersigned is not required to give testimony or appear in court because of having made the inspection with reference to the property in question, unless arrangements have been previously made therefore.
4. This ***Phase I Environmental Site Assessment*** is not intended to have any direct effect on the value of the property inspected but simply to provide a visual Environmental Assessment solely for the benefit of the *client*.
5. The undersigned assumes that there are no hidden, unapparent, or latent conditions or defects in or of the property, subsoil, or structures, other than those noted in the ***Phase I Environmental Site Assessment*** or any addendum which the undersigned has included. The undersigned assumes no responsibility for such conditions, or for the inspection, engineering or repair which might be required to discover or correct such factors.
6. Information, estimates and opinions furnished to the undersigned and contained in this report, were obtained from sources considered reliable and believed to be true and correct. However, the undersigned has made no independent investigation as to such matters and undertakes no responsibility for the accuracy of such items.
7. Neither the ***Phase I Environmental Site Assessment***, any part thereof, nor any copy of the same (including conclusions or recommendations, the identity of the inspector, professional designation, reference to any professional organization, or the firm with which the inspector is affiliated), shall be used for any purposes by anyone but the *client*. The report shall not be conveyed by anyone to the public through advertising, public relations, news, sales, or other media, without the prior written consent and approval of the undersigned.

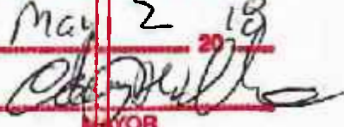
Donald F. Bowman, C.H.M.M.

Date 03/2/2016

EXHIBIT Y

Development Fee Ordinance

APPROVED

May 2 2018

MAYOR

**Ordinance No. 2018-13
Development Fee Ordinance
Township of Florence, Burlington County**

**AN ORDINANCE REPEALING AND REPLACING CHAPTER 87 ARTICLE IV
"AFFORDABLE HOUSING DEVELOPMENT FEES" OF THE TOWNSHIP OF
FLORENCE TO PROVIDE FOR THE COLLECTION OF DEVELOPMENT FEES
IN SUPPORT OF AFFORDABLE HOUSING AS PERMITTED
BY THE NEW JERSEY FAIR HOUSING ACT**

WHEREAS, In Holmdel Builder's Association v. Holmdel Township, 121 N.J. 550 (1990), the New Jersey Supreme Court determined that mandatory development fees are authorized by the Fair Housing Act of 1985, N.J.S.A. 52:27d-301, *et seq.*, and the State Constitution, subject to the adoption of Rules by the Council on Affordable Housing (COAH); and

WHEREAS, pursuant to P.L. 2008, c. 46, Section 8 (C. 52:27D-329.2) and the Statewide Non-Residential Development Fee Act (C. 40:55D-8.1 through 8.7), COAH was authorized to adopt and promulgate regulations necessary for the establishment, implementation, review, monitoring and enforcement of municipal affordable housing trust funds and corresponding spending plans. Municipalities that were under the jurisdiction of COAH and that are now before a court of competent jurisdiction and have a Court-approved Spending Plan may retain fees collected from non-residential development;

BE IT ORDAINED by the Mayor and Council of the Township of Florence, Burlington County, New Jersey, that the Code of the Township of Florence is hereby amended to include the following provisions regulating the collection and disposition of mandatory development fees to be used in connection with the Township's affordable housing programs, as directed by the Superior Court and consistent with N.J.A.C. 5:93-1, *et seq.*, as amended and supplemented, N.J.A.C. 5:80-26.1, *et seq.*, as amended and supplemented, and the New Jersey Fair Housing Act of 1985.

150-18. Purpose

This Ordinance establishes standards for the collection, maintenance, and expenditure of development fees that are consistent with COAH's regulations developed in response to P.L. 2008, c. 46, Sections 8 and 32-38 (C. 52:27D-329.2) and the Statewide Non-Residential Development Fee Act (C. 40:55D-8.1 through 8.7). Fees collected pursuant to this Ordinance shall be used for the sole purpose of providing very low, low- and moderate-income housing in accordance with a Court-approved Spending Plan.

150-19. Basic Requirements

- A. This Ordinance shall not be effective until approved by the Court.

B. The Township of Florence shall not spend development fees until the Court has approved a plan for spending such fees (Spending Plan).

150-20. Definitions

The following terms, as used in this Ordinance, shall have the following meanings:

“Affordable housing development” means a development included in the Housing Element and Fair Share Plan, and includes, but is not limited to, an inclusionary development, a municipal construction project or a 100 percent affordable housing development.

“COAH” or the “Council” means the New Jersey Council on Affordable Housing established under the Fair Housing Act.

“Development fee” means money paid by a developer for the improvement of property as authorized by Holmdel Builder’s Association v. Holmdel Township, 121 N.J. 550 (1990) and the Fair Housing Act of 1985, N.J.S.A. 52:27d-301, *et seq.*, and regulated by applicable COAH Rules.

“Developer” means the legal or beneficial owner or owners of a lot or of any land proposed to be included in a proposed development, including the holder of an option or contract to purchase, or other person having an enforceable proprietary interest in such land.

“Equalized assessed value” means the assessed value of a property divided by the current average ratio of assessed to true value for the municipality in which the property is situated, as determined in accordance with Sections 1, 5, and 6 of P.L. 1973, c.123 (C.54:1-35a through C.54:1-35c).

“Green building strategies” means those strategies that minimize the impact of development on the environment, and enhance the health, safety and well-being of residents by producing durable, low-maintenance, resource-efficient housing while making optimum use of existing infrastructure and community services.

150-21. Residential Development Fees

A. Imposition of Fees

1) Within the Township of Florence, all residential developers, except for developers of the types of developments specifically exempted below and developers of developments that include affordable housing, shall pay a fee of one and one half percent (1.5%) of the equalized assessed value for all new residential development provided no increased density is permitted. Development fees shall also be imposed and collected when an additional dwelling unit is added to an existing residential structure; in such cases, the fee shall be calculated based on the increase in the equalized assessed value of the property due to the additional dwelling unit.

2) When an increase in residential density is permitted pursuant to a "d" variance granted under N.J.S.A. 40:55D-70d(5), developers shall be required to pay a "bonus" development fee of six percent (6%) percent of the equalized assessed value for each additional unit that may be realized, except that this provision shall not be applicable to a development that will include affordable housing. If the zoning on a site has changed during the two-year period preceding the filing of such a variance application, the base density for the purposes of calculating the bonus development fee shall be the highest density permitted by right during the two-year period preceding the filing of the variance application.

B. Eligible Exactions, Ineligible Exactions and Exemptions for Residential Developments

1) Affordable housing developments and/or developments where the developer has made a payment in lieu of on-site construction of affordable units, if permitted by Ordinance or by Agreement with the Township of Florence, shall be exempt from the payment of development fees.

2) Developments that have received preliminary or final site plan approval prior to the adoption of this Ordinance and any preceding Ordinance permitting the collection of development fees shall be exempt from the payment of development fees, unless the developer seeks a substantial change in the original approval. Where site plan approval is not applicable, the issuance of a Zoning Permit and/or Construction Permit shall be synonymous with preliminary or final site plan approval for the purpose of determining the right to an exemption. In all cases, the applicable fee percentage shall be determined based upon the Development Fee Ordinance in effect on the date that the Construction Permit is issued.

3) Improvements or additions to existing one and two-family dwellings on individual lots shall not be required to pay a development fee, but a development fee shall be charged for any new dwelling constructed as a replacement for a previously existing dwelling on the same lot that was or will be demolished, unless the owner resided in the previous dwelling for a period of one year or more prior to obtaining a demolition permit. Where a development fee is charged for a replacement dwelling, the development fee shall be calculated on the increase in the equalized assessed value of the new structure as compared to the previous structure.

4) Homes replaced as a result of a natural disaster, fire or flood shall be exempt from the payment of a development fee.

5. Non-Residential Development Fees

A. Imposition of Fees

1) Within all zoning districts, non-residential developers, except for developers of the types of developments specifically exempted below, shall pay a fee equal to two and one-half (2.5) percent of the equalized assessed value of the land and improvements, for all new non-residential construction on an unimproved lot or lots.

2) Within all zoning districts, non-residential developers, except for developers of the types of developments specifically exempted below, shall also pay a fee equal to two and one-half (2.5) percent of the increase in equalized assessed value resulting from any additions to existing structures to be used for non-residential purposes.

3) Development fees shall be imposed and collected when an existing structure is demolished and replaced. The development fee of two and a half percent (2.5%) shall be calculated on the difference between the equalized assessed value of the pre-existing land and improvements and the equalized assessed value of the newly improved structure, i.e. land and improvements, and such calculation shall be made at the time a final Certificate of Occupancy is issued. If the calculation required under this Section results in a negative number, the non-residential development fee shall be zero.

B. Eligible Exactions, Ineligible Exactions and Exemptions for Non-residential Development

1) The non-residential portion of a mixed-use inclusionary or market rate development shall be subject to a two and a half percent (2.5%) development fee, unless otherwise exempted below.

2) The two and a half percent (2.5%) development fee shall not apply to an increase in equalized assessed value resulting from alterations, change in use within the existing footprint, reconstruction, renovations and repairs.

3) Non-residential developments shall be exempt from the payment of non-residential development fees in accordance with the exemptions required pursuant to the Statewide Non-Residential Development Fee Act (N.J.S.A. 40:55D-8.1 through 8.7), as specified in Form N-RDF "State of New Jersey Non-Residential Development Certification/Exemption". Any exemption claimed by a developer shall be substantiated by that developer.

4) A developer of a non-residential development exempted from the non-residential development fee pursuant to the Statewide Non-Residential Development Fee Act shall be subject to the fee at such time as the basis for the exemption no longer applies, and shall make the payment of the non-residential development fee, in that event, within three years after that event or after the issuance of the final Certificate of Occupancy for the non-residential development, whichever is later.

5) If a property which was exempted from the collection of a non-residential development fee thereafter ceases to be exempt from property taxation, the owner of the property shall remit the fees required pursuant to this Section within 45 days of the termination of the property tax exemption. Unpaid non-residential development fees under these circumstances may be enforceable by the Township of Florence as a lien against the real property of the owner.

6. Collection Procedures

A. Upon the granting of a preliminary, final or other applicable approval for a development, the approving authority or entity shall notify or direct its staff to notify the Construction Official responsible for the issuance of a Construction Permit.

B. For non-residential developments only, the developer shall also be provided with a copy of Form N-RDF "State of New Jersey Non-Residential Development Certification/Exemption" to be completed as per the instructions provided. The developer of a non-residential development shall complete Form N-RDF as per the instructions provided. The Construction Official shall verify the information submitted by the non-residential developer as per the instructions provided in the Form N-RDF. The Tax Assessor shall verify exemptions and prepare estimated and final assessments as per the instructions provided in Form N-RDF.

C. The Construction Official responsible for the issuance of a Construction Permit shall notify the Township Tax Assessor of the issuance of the first Construction Permit for a development which is subject to a development fee.

D. Within 90 days of receipt of such notification, the Township Tax Assessor shall prepare an estimate of the equalized assessed value of the development based on the plans filed.

E. The Construction Official responsible for the issuance of a final Certificate of Occupancy shall notify the Township Tax Assessor of any and all requests for the scheduling of a final inspection on a property which is subject to a development fee.

F. Within 10 business days of a request for the scheduling of a final inspection, the Township Tax Assessor shall confirm or modify the previously estimated equalized assessed value of the improvements associated with the development; calculate the development fee; and thereafter notify the developer of the amount of the fee.

G. Should the Township of Florence fail to determine or notify the developer of the amount of the development fee within 10 business days of the request for final inspection, the developer may estimate the amount due and pay that estimated amount consistent with the dispute process set forth in Subsection b. of Section 37 of P.L. 2008, c.46 (C.40:55D-8.6).

H. Except as provided in Section 5.A.3) hereinabove, fifty percent (50%) of the initially calculated development fee shall be collected at the time of issuance of the Construction Permit. The remaining portion shall be collected at the time of issuance of the Certificate of Occupancy. The developer shall be responsible for paying the difference between the fee calculated at the time of issuance of the Construction Permit and that determined at the time of issuance of the Certificate of Occupancy.

I. Appeal of Development Fees

1) A developer may challenge residential development fees imposed by filing a challenge with the County Board of Taxation. Pending a review and determination by the Board, collected fees shall be placed in an interest bearing escrow account by the Township of Florence. Appeals from a determination of the Board may be made to the tax court in accordance with the provisions of the State Tax Uniform Procedure Law, R.S. 54:48-1, *et seq.*, within 90 days after the date of such determination. Interest earned on amounts escrowed shall be credited to the prevailing party.

2) A developer may challenge non-residential development fees imposed by filing a challenge with the Director of the Division of Taxation. Pending a review and determination by the Director, which shall be made within 45 days of receipt of the challenge, collected fees shall be placed in an interest bearing escrow account by the Township of Florence. Appeals from a determination of the Director may be made to the tax court in accordance with the provisions of the State Tax Uniform Procedure Law, R.S.54:48-1, *et seq.*, within 90 days after the date of such determination. Interest earned on amounts escrowed shall be credited to the prevailing party.

7. Affordable Housing Trust Fund

A. There is hereby created a separate, interest-bearing Affordable Housing Trust Fund to be maintained by the Chief Financial Officer of the Township of Florence for the purpose of depositing development fees collected from residential and non-residential developers and proceeds from the sale of units with extinguished controls.

B. The following additional funds shall be deposited in the Affordable Housing Trust Fund and shall at all times be identifiable by source and amount:

1) Payments in lieu of on-site construction of a fraction of an affordable unit, where permitted by Ordinance or by Agreement with the Township of Florence;

2) Funds contributed by developers to make ten percent (10%) of the adaptable entrances in a townhouse or other multistory attached dwelling unit development accessible;

3) Rental income from municipally operated units;

4) Repayments from affordable housing program loans;

5) Recapture funds;

6) Proceeds from the sale of affordable units; and

7) Any other funds collected in connection with Florence's affordable housing program.

C. In the event of a failure by the Township of Florence to comply with trust fund monitoring and reporting requirements or to submit accurate monitoring reports; or a failure to comply with the conditions of the judgment of compliance or a revocation of the judgment of compliance; or a failure to implement the approved Spending Plan and to expend funds within the applicable required time period as set forth in In re Tp. of Monroe, 442 N.J. Super. 565 (Law Div. 2015) (aff'd 442 N.J. Super. 563); or the expenditure of funds on activities not approved by the Court; or for other good cause demonstrating the unapproved use(s) of funds, the Court may authorize the State of New Jersey, Department of Community Affairs, Division of Local Government Services (LGS), to direct the manner in which the funds in the Affordable Housing Trust Fund shall be expended, provided that all such funds shall, to the extent practicable, be utilized for affordable housing programs within the Township of Florence, or, if not practicable, then within the County or the Housing Region.

Any party may bring a motion before the Superior Court presenting evidence of such condition(s), and the Court may, after considering the evidence and providing the municipality a reasonable opportunity to respond and/or to remedy the non-compliant condition(s), and upon a finding of continuing and deliberate non-compliance, determine to authorize LGS to direct the expenditure of funds in the Trust Fund or impose such other remedies as may be reasonable and appropriate to the circumstances.

D. Interest accrued in the Affordable Housing Trust Fund shall only be used to fund eligible affordable housing activities approved by the Court.

8. Use of Funds

A. The expenditure of all funds shall conform to a Spending Plan approved by the Court. Funds deposited in the Affordable Housing Trust Fund may be used for any activity approved by the Court to address the Township of Florence's fair share obligation and may be set up as a grant or revolving loan program. Such activities include, but are not limited to: preservation or purchase of housing for the purpose of maintaining or implementing affordability controls; housing rehabilitation; new construction of affordable housing units and related costs; accessory apartments; a market to affordable program; Regional Housing Partnership programs; conversion of existing non-residential buildings to create new affordable units; green building strategies designed to be cost saving and in accordance with accepted national or State standards; purchase of land for affordable housing; improvement of land to be used for affordable housing; extensions or improvements of roads and infrastructure to affordable housing sites; financial assistance designed to increase affordability; administration necessary for implementation of the Housing Element and Fair Share Plan; and/or any other activity permitted by the Court and specified in the approved Spending Plan.

B. Funds shall not be expended to reimburse the Township of Florence for past housing activities.

C. At least 30 percent of all development fees collected and interest earned on such fees shall be used to provide affordability assistance to very low-, low- and moderate-income households in affordable units included in the municipal Fair Share Plan. At least one-third of the affordability assistance portion of development fees collected shall be used to provide affordability assistance to very low-income households earning 30 percent or less of the regional median household income by household size for Housing Region 5, in which Florence Township is located.

1) Affordability assistance programs may include down payment assistance, security deposit assistance, low interest loans, rental assistance, assistance with homeowners association or condominium fees and special assessments, and assistance with emergency repairs. The specific programs to be used for affordability assistance shall be identified and described within the Spending Plan.

2) Affordability assistance to households earning 30 percent or less of the regional median household income by household size may include producing very-low income units or buying down the cost of low or moderate income units in the municipal Fair Share Plan to make them affordable to households earning 30 percent or less of median income. The specific programs to be used for very low income affordability assistance shall be identified and described within the Spending Plan.

3) Payments in lieu of constructing affordable housing units on site, if permitted by Ordinance or by Agreement with the Township of Florence, and funds from the sale of units with extinguished controls shall be exempt from the affordability assistance requirement.

D. The Township of Florence may contract with a private or public entity to administer any part of its Housing Element and Fair Share Plan, including its programs for affordability assistance.

E. No more than 20 percent of all revenues collected from development fees may be expended on administration, including, but not limited to, salaries and benefits for municipal employees or consultants' fees necessary to develop or implement a new construction program, prepare a Housing Element and Fair Share Plan, and/or administer an affirmative marketing program or a rehabilitation program.

1) In the case of a rehabilitation program, the administrative costs of the rehabilitation program shall be included as part of the 20 percent of collected development fees that may be expended on administration.

2) Administrative funds may be used for income qualification of households, monitoring the turnover of sale and rental units, and compliance with the Court's monitoring requirements. Legal or other fees related to litigation opposing affordable housing sites or related to appealing a judgment from the Court are not eligible uses of the Affordable Housing Trust Fund.

9. Monitoring

The Township of Florence shall provide annual reporting of Affordable Housing Trust Fund activity to the State of New Jersey, Department of Community Affairs, Council on Affordable Housing or Local Government Services or other entity designated by the State of New Jersey, with a copy provided to Fair Share Housing Center and posted on the municipal website, using forms developed for this purpose by the New Jersey Department of Community Affairs, Council on Affordable Housing or Local Government Services. The reporting shall include an accounting of all Affordable Housing Trust Fund activity, including the sources and amounts of funds collected and the amounts and purposes for which any funds have been expended. Such reporting shall include an accounting of development fees collected from residential and non-residential developers, payments in lieu of constructing affordable units on site (if permitted by Ordinance or by Agreement with the Township), funds from the sale of units with extinguished controls, barrier free escrow funds, rental income from Township owned affordable housing units, repayments from affordable housing program loans, and any other funds collected in connection with Florence Township's affordable housing programs, as well as an accounting of the expenditures of revenues and implementation of the Spending Plan approved by the Court.

10. Ongoing Collection of Fees

A. The ability for the Township of Florence to impose, collect and expend development fees shall expire with the expiration of the repose period covered by its Judgment of Compliance unless the Township of Florence has first filed an adopted Housing Element and Fair Share Plan with the Court or with a designated State administrative agency, has petitioned for a Judgment of Compliance from the Court or for Substantive Certification or its equivalent from a State administrative agency authorized to approve and administer municipal affordable housing compliance and has received approval of its Development Fee Ordinance from the entity that will be reviewing and approving the Housing Element and Fair Share Plan.

B. If the Township of Florence fails to renew its ability to impose and collect development fees prior to the expiration of its Judgment of Compliance, it may be subject to forfeiture of any or all funds remaining within its Affordable Housing Trust Fund. Any funds so forfeited shall be deposited into the "New Jersey Affordable Housing Trust Fund" established pursuant to Section 20 of P.L. 1985, c. 222 (C. 52:27D-320).

C. The Township of Florence shall not impose a residential development fee on a development that receives preliminary or final site plan approval after the expiration of its Judgment of Compliance, nor shall the Township of Florence retroactively impose a development fee on such a development. The Township of Florence also shall not expend any of its collected development fees after the expiration of its Judgment of Compliance.


Nancy L. Erlston, RMC, Township Clerk


Paul Ostrander, Council President

EXHIBIT Z

100% Affordable Housing Ordinance

Hornberger Site - to be provided

EXHIBIT AA

Administrative Agent Appointment Documentation

RESOLUTION 2018-112
APPOINTING ADMINISTRATIVE AGENT(S) FOR THE ADMINISTRATION OF
THE TOWNSHIP'S AFFORDABLE HOUSING PROGRAM

WHEREAS, on December 21, 2017 the Superior Court approved the Settlement Agreement ("Agreement") between the Township of Florence ("Township") and Fair Share Housing Center ("FSHC"), which included the Township's preliminary compliance measures; and

WHEREAS, on April 24, 2018 the Planning Board of the Township of Florence ("Planning Board") adopted the Township's 2018 Third Round Housing Element and Fair Share Plan ("Plan"); and

WHEREAS, the Township Council endorsed the Plan on May 2, 2018 at a properly-noticed public meeting; and

WHEREAS, under authorization of the New Jersey Fair Housing Act (N.J.S.A. 52:27D-301, *et seq.*, hereinafter the "Act") the Township is implementing a program to provide affordable housing units to very-low, low- and moderate-income households desiring to live within the Township; and

WHEREAS, at Title 5, Chapter 80, Subchapter 26 of the New Jersey Administrative Code, the State has promulgated affordability controls in regulations (Uniform Housing Affordability Controls or "UHAC") designed to implement the Act, by assuring that very-low, low- and moderate-income units that are created under the Act are occupied by very-low, low- and moderate-income households for an appropriate period of time (the "Rules"); and

WHEREAS, Section 5:80-26.14 of the Rules provides that affordability controls shall be administered by an administrative agent acting on behalf of a municipality; and

WHEREAS, the UHAC requirement at N.J.A.C. 5:80-26.3(d) requiring 10% of all low- and moderate-income units to be set-aside for households earning less than 35% of

regional median income is superseded by the statutory requirement at N.J.S.A. 52:27D-329.1, and as reflected in paragraph 9 and 12 of the November 22, 2016 Settlement Agreement between the Township and Fair Share Housing Center ("FSHC"), which requires the Township to set aside at least 13% of its affordable units for very-low income households earning less than 30% of regional median income; and

WHEREAS, the Township has selected Piazza and Associates (hereinafter referred to as "Administrative Agent") to be the Administrative Agent for the purposes of providing affordability control services for the inclusionary sites within the Township; and

WHEREAS, the Administrative Agent shall perform the duties and responsibilities of an administrative agent as are set forth in the Rules, including those set forth in Sections 5:80-26.14, 16 and 18 thereof, which includes:

(1) Affirmative Marketing

- (a) Conducting an outreach process to insure affirmative marketing of affordable housing units in accordance with the Affirmative Marketing Plan of Florence Township and the provisions of N.J.A.C. 5:80-26.15;
- (b) Attending continuing education opportunities on affordability controls, compliance monitoring, and affirmative marketing as offered or approved by COAH, the Court, or another appropriate jurisdiction; and
- (c) Providing counseling or contracting to provide counseling services to very-low, low and moderate income applicants on subjects such as budgeting, credit issues, rental lease requirements, and landlord/tenant law.
- (d) As required by the November 22, 2016 Settlement Agreement between the Township and Fair Share Housing Center, and as further provided in the Affirmative Marketing Plan adopted by the Planning Board on April 24, 2018, the Administrative Agent shall provide notice to the following organizations of all available affordable housing units: Fair Share Housing Center, the New

Jersey State Conference of the NAACP, the Latino Action Network, the Southern Burlington County Branch of the NAACP, Willingboro NAACP, Moorestown Ecumenical Neighborhood Development (MEND), Lutheran Social Ministries (LSM) and the Burlington County Community Action Program (BCCAP). as part of its affirmative marketing strategy.

(2) Household Certification

- (a) Soliciting, scheduling, conducting and following up on interviews with interested households;
- (b) Conducting interviews and obtaining sufficient documentation of gross income and assets upon which to base a determination of income eligibility for a very-low, low- or moderate-income unit;
- (c) Providing written notification to each applicant as to the determination of eligibility or non-eligibility;
- (d) Requiring that all certified applicants for restricted units execute a certificate substantially in the form of rental certificates set forth in Appendix K of N.J.A.C. 5:80-26.1 et. seq.;
- (e) Creating and maintaining a referral list of eligible applicant households living in the housing region and eligible applicant households with members working in the housing region where the units are located; and
- (f) Employing a random selection process as provided in the Affirmative Marketing Plan of Florence Township when referring households for certification to affordable units.

(3) Affordability Controls

- (a) Furnishing to attorneys or closing-agents forms of deed restrictions and mortgages for recording at the time of conveyance of title of each restricted unit;

- (b) Creating and maintaining a file on each restricted unit for its control period, including the recorded deed with restrictions, recorded mortgage and note, as appropriate;
- (c) Ensuring that the removal of the deed restrictions and cancellation of the mortgage note are effectuated and properly filed with the appropriate county's register of deeds or county clerk's office after the termination of the affordability controls for each restricted unit;
- (d) Communicating with lenders regarding foreclosures; and
- (e) Ensuring the issuance of Continuing Certificates of Occupancy or certifications pursuant to N.J.A.C. 5:80-26.10.

(4) Rental

- (a) Instituting and maintaining an effective means of communicating information between owners and the Administrative Agent regarding the availability of restricted units for rental; and
- (b) Instituting and maintaining an effective means of communicating information to very-low, low- and moderate-income households regarding the availability of restricted units for re-rental.

(6) Enforcement

- (a) Securing from all developers and sponsors of restricted units, at the earliest point of contact in the processing of the project or development, written acknowledgement of the requirement that no restricted unit can be offered, or in any other way committed, to any person, other than a household duly certified to the unit by the Administrative Agent;
- (b) The posting annually in all rental properties, including two-family homes, of a notice as to the maximum permitted rent together with the telephone number of the Administrative Agent where complaints of excess rent can be made;

- (c) Sending annual mailings to all owners of affordable dwelling units, reminding them of the notices and requirements outlined in N.J.A.C. 5:80-26.18(d)4;
 - (d) Establishing a program for diverting unlawful rent payments to the municipality's affordable housing trust fund or other appropriate municipal fund approved by the DCA;
 - (f) Creating and publishing a written operating manual, as approved by the Courts, setting forth procedures for administering such affordability controls; and
 - (g) Providing annual reports to the Courts and Fair Share Housing Center, and posting the annual report on the Township's website by November 22nd of every year.
- (7) Records received, retained, retrieved, or transmitted under the terms of this contract may constitute public records of Florence Township as defined by N.J.S.A. 47:3-16, and are legal property of Florence Township. The Administrative Agent named in the contract with the Township must agree to administer and dispose of such records in compliance with the State's public records laws and associated administrative rules.
- (8) The Administrative Agent shall have authority to take all actions necessary and appropriate to carry out its responsibilities hereunder.

NOW THEREFORE BE IT RESOLVED, by the Township Council of the Township of Florence in the County of Burlington, and the State of New Jersey that Piazza and Associates is hereby appointed by the Township Council of the Township of Florence as the Administrative Agent for the administration of the Township's affordable housing program.

I, **NANCY L. ERLSTON**, Clerk of the Township of Florence, County of Burlington, State of New Jersey, do hereby certify that the foregoing is a true copy of a resolution approved by Township Council at a meeting held on May 2, 2018.



Nancy L. Erlston, RMC
Township Clerk

EXHIBIT BB

Planning Board Resolution Adopting Housing Element and
Fair Share Plan

**FLORENCE TOWNSHIP
PLANNING BOARD**

RESOLUTION NO. P.B.-2018-11

**RESOLUTION OF MEMORIALIZATION
ADOPTING THIRD ROUND HOUSING
ELEMENT AND FAIR SHARE PLAN**

Decided:	April 24, 2018
Resolution Memorialized:	April 24, 2018

WHEREAS, in the New Jersey Supreme Court's March 10, 2015 decision In the Matter of the Adoption of N.J.A.C. 5:96 and 5:97 by the New Jersey Council on Affordable Housing, 221 N.J. 1 (2015) ("Mount Laurel IV"), the New Jersey Supreme Court transferred primary jurisdiction over affordable housing matters from the New Jersey Council on Affordable Housing ("COAH") to the New Jersey Superior Court, and established a transitional process for certified municipalities, like the Township of Florence, to file declaratory judgment actions seeking to have their Housing Elements and Fair Share Plans ("HEFSPs") found constitutionally compliant;

WHEREAS, municipalities whose HEFSPs are found constitutionally compliant by the New Jersey Superior Court are entitled to protections similar to those they would have received if they had continued to proceed before COAH; and

WHEREAS, pursuant to N.J.S.A. 52:27D-313 and Mount Laurel IV, the New Jersey Superior Court has the authority to enter an Order granting protection and repose against exclusionary zoning litigation to a municipality that is in compliance with its affordable housing obligations under the Fair Housing Act, N.J.S.A. 52:27D-301 et seq.; and

WHEREAS, the Township of Florence filed a declaratory judgment action on July 8, 2015 with the New Jersey Superior Court asking the Court to declare Florence Township's HEFSP constitutionally compliant, and seeking protection and repose against exclusionary zoning litigation for a ten (10) year period (the "Action"); and

WHEREAS, the Township's Affordable Housing Planning Consultants, Mary Beth Lonergan, PP, AICP and Kendra Lelie, PP, AICP, LLA of Clarke Caton Hintz, have prepared an HEFSP dated April 2018 that addresses the Township's affordable housing obligation ("2018 HEFSP");

WHEREAS, the 2018 HEFSP is an amendment to the 2008 Third Round plan amendment adopted by the Planning Board and endorsed by the Township of Florence in 2008 and granted third round certification by COAH in 2009. The Township adopted a 2010 plan amendment which was not certified by COAH prior to 2010 Appellate Division invalidation of COAH's 'growth share' methodology.

WHEREAS, the 2018 HEFSP is the basis for the Township's request to the New Jersey Superior Court for a Judgment of Compliance and Repose;

WHEREAS, the New Jersey Superior Court has advised that it is acceptable and appropriate for Florence Township to settle its Action through entry of a settlement agreement with interested party, Fair Share Housing Center ("FSHC");

WHEREAS, on behalf of the Florence Township Council, the Mayor executed the settlement agreement on November 14, 2016 and the Mayor executed an amended Settlement Agreement on November 8, 2017 (the "Settlement Agreement");

WHEREAS, and the Settlement Agreement was approved by the New Jersey Superior Court by Order of the Honorable John E. Harrington P.J.Cv., dated December 21, 2017, which Order established the Township's fair share obligations and preliminarily approved the Township's compliance mechanisms;

WHEREAS, upon notice duly provided pursuant to N.J.S.A. 40:55D-13, the Planning Board held a public hearing on the Housing Element and Fair Share Plan on April 24, 2018;
and

WHEREAS, the Planning Board has determined that the Housing Element and Fair

Share Plan is consistent with the goals and objectives of the Township's Master Plan and Master Plan Re-examination Report, and that the adoption and implementation of the Housing Element and Fair Share Plan are in the public interest, protect public health and safety, and promote the general welfare.

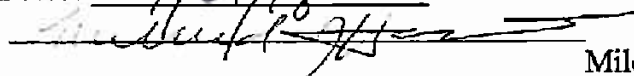
NOW, THEREFORE, BE IT RESOLVED by the Planning Board of Florence Township, Burlington County, New Jersey, on this 24th day of April, 2018, the Planning Board hereby adopts the 2018 HEFSP, in the form attached hereto as Exhibit A.

MOTION TO FIND 2018 HEFSP CONSISTENT WITH THE TOWNSHIP MASTER PLAN and MASTER PLAN RE-EXAMINATION REPORT, AND TO ADOPT SAID PLAN AS THE HOUSING ELEMENT OF THE TOWNSHIP MASTER PLAN:

Moved by : Mr. Montgomery
Seconded by : Mr. Pagano
In Favor : Mr. Montgomery, Mr. Pagano, Mr. Morris, Mayor Wilkie,
Opposed : Councilman Lovenduski, Chair Hamilton-Wood
Recused : None
Absent : None

FLORENCE TOWNSHIP PLANNING BOARD

Dated: 4/24/18

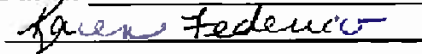


Mildred Hamilton-Wood, Chair

CERTIFICATION

BE IT REMEMBERED that the within written Resolution was duly adopted at a regular meeting of the Florence Township Planning Board held on April 24, 2018 and memorializes a decision taken by the Board on April 24, 2018.

Dated: 4-24-18



Karen Federico, Acting Secretary

EXHIBIT CC

Governing Body Resolution Endorsing the Fair Share Plan

RESOLUTION 2018-115

**ENDORISING A THIRD ROUND HOUSING ELEMENT AND
FAIR SHARE PLAN**

WHEREAS, in 2008, Florence Township's Planning Board adopted a Housing Element and Fair Share Plan that addressed the Township's Rehabilitation Need, Prior Round and Third Round "fair share" obligations; and

WHEREAS, the Township Council endorsed the 2008 Plan which received third round substantive certification from the Council on Affordable Housing (COAH) on July 8, 2009; and

WHEREAS, the New Jersey Supreme Court invalidated COAH's Third Round rules and ordered COAH to adopt new rules based upon its Prior Round rules and methodologies (see In re Adoption of N.J.A.C. 5:96 and 5:97, 215 N.J. 578 (2013)); and

WHEREAS, COAH failed to adopt new rules, and on March 10, 2015, the Supreme Court transferred responsibility to review and approve housing elements and fair share plans from COAH to designated Mount Laurel trial judges within the Superior Court; and

WHEREAS, July 8, 2015, the Township submitted a Declaratory Judgment Action to the New Jersey Superior Court; and

WHEREAS, on December 21, 2017 the Superior Court approved the Settlement Agreement between the Township of Florence and Fair Share Housing Center (FSHC) which included the Township's three-part fair share obligation and the Township's preliminary compliance measures; and

WHEREAS, the Township's Affordable Housing Planning Consultant Mary Beth Lonergan, PP, AICP and Kendra Lelie, PP, AICP, LLA of Clarke Caton Hintz, PC, prepared a 2018 Third Round Housing Element and Fair Share Plan; and

WHEREAS, upon notice duly provided pursuant to N.J.S.A. 40:55D-13, the Planning Board held a public hearing on the Housing Element and Fair Share Plan and adopted the Plan on April 24, 2018; and

WHEREAS, COAH's Prior Round rules at N.J.A.C. 5:91-2.2(a), requires that the Township Council endorse the Third Round Housing Element and Fair Share Plan adopted by the Planning Board.

NOW THEREFORE BE IT RESOLVED, by the Governing Body of Florence Township in the County of Burlington, and the State of New Jersey hereby endorses the Housing Element and Fair Share Plan as adopted by the Planning Board on April 24, 2018.

I, NANCY L. ERLSTON, Clerk of the Township of Florence, County of Burlington, State of New Jersey, do hereby certify that the foregoing is a true copy of a Resolution approved by the Township Council at a meeting held on May, 2, 2018.



Nancy L. Erlston, RMC
Township Clerk

EXHIBIT DD

Municipal Housing Liaison Resolution

RESOLUTION 2018-113
APPOINTING A MUNICIPAL HOUSING LIAISON

WHEREAS, on December 21, 2017 the Superior Court approved the Settlement Agreement between the Township of Florence and Fair Share Housing Center (FSHC) which included the Township's preliminary compliance measures; and

WHEREAS, on April 24, 2018, the Florence Township's Planning Board adopted a Housing Element and Fair Share Plan that addresses the Township's Rehabilitation Need, Prior Round and Third Round "fair share" obligations; and


WHEREAS, on May 16, 2018, the Township Council endorsed the Housing Element and Fair Share Plan adopted by the Planning Board on April 24, 2018; and

WHEREAS, pursuant to N.J.A.C. 5:93-1 et seq. and N.J.A.C. 5:80-26.1 et seq., Florence Township is required to appoint a Municipal Housing Liaison for administration of the Township's Affordable Housing Program to enforce the requirements of N.J.A.C. 5:93-1 et seq. and N.J.A.C. 5:80-26.1 et seq.; and

WHEREAS, Florence has replaced Article I and II of Chapter 33 "Affordable Housing", including Article I, "Municipal Housing Liaison and Administrative Agent" to provide for the appointment of a Municipal Housing Liaison to administer Florence Township's Affordable Housing Program;

NOW THEREFORE BE IT RESOLVED, by the Governing Body of Florence Township in the County of Burlington, and the State of New Jersey that Richard Brooks, Township Administrator, is hereby appointed by the Governing Body of Florence Township as the Municipal Housing Liaison for the administration of the affordable housing program, pursuant to and in accordance with Article I, Chapter 33 of Florence Township's Code.

I, NANCY L. ERLSTON, Clerk of the Township of Florence, County of Burlington, State of New Jersey, do hereby certify that the foregoing is a true copy of a resolution approved by Township Council at a meeting held on May 2, 2018.


Nancy L. Erlston, RMC
Township Clerk