

SURENIAN, EDWARDS, BUZAK & NOLAN LLC

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

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

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

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

A Limited Liability Company
Counselors at Law
311 Broadway, Suite A
Point Pleasant Beach, New Jersey 08742
Phone: (732) 612-3100
Fax: (732) 612-3101
www.Surenian.com

North Jersey location:
150 River Road, Suite N-4
Montville, NJ 07045
Phone: (973) 335-0600
Fax: (973) 335-1145

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

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

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

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

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

Also admitted:

◀ CA ▼ DC ▲ PA ■ MA ► NY

March 9, 2026

VIA eCOURTS

Honorable John C. Porto, P.J.Cv.

Superior Court of New Jersey
Atlantic County Courthouse
1201 Bacharach Blvd.
Atlantic Township, New Jersey 08401

**RE: In the Matter of the Application of the Township of Hamilton
Docket No. ATL-L-157-25**

Dear Judge Porto:

This office represents the Township of Hamilton as Special Affordable Housing Counsel in the above matter. The Township hereby files this letter and attached documentation to meet the March 15, 2026 deadline in the Fair Housing Act (“FHA”), N.J.S.A. 52:27D-304.1(f)(2)(c), and the March 15, 2026 deadline established in the Consent Order between the Township and Fair Share Housing Center (“FSHC”), which was filed with the Court in this matter on January 16, 2026 (hereinafter “Consent Order”)¹.

To that end, please see the following documentation that is being submitted on behalf of the Township to the Court for review:

1. **Amended Housing Element and Fair Share Plan**: The Township’s Amended Fourth Housing Element and Fair Share Plan was adopted by the Township’s Planning Board on February 19, 2026, and was endorsed by the Township Committee on March 2, 2026. See attached Exhibit A.

¹ In addition to the documentation being submitted with this letter to meet the March 15, 2026 deadline, the Township submitted earlier letters on August 22, 2025 and December 1, 2025 with attached additional compliance documentation via ecourts to the Program, the Court and all parties.

2. **Spending Plan**: The Township's adopted Fourth Round Spending Plan is attached hereto as Exhibit B.
3. **Affordable Housing Ordinance/Development Fee Ordinance**: The Township's adopted Affordable Housing Ordinance and Development Fee Ordinance are attached hereto as Exhibit C.
4. **Affirmative Marketing Plan**: The Township's adopted Fourth Round Affirmative Marketing Plan has been adopted and is attached hereto as Exhibit D.
5. **Affordability Assistance Manual**: The Township's adopted Fourth Round Affordability Assistance Manual has been adopted and is attached hereto as Exhibit E.
6. **Documentation for the Caring Residential Services Group Home**: Required documentation for the Caring Residential Services Group Homes that were not already included in the Appendix to the plan, are attached hereto as Exhibit F.
7. **Cotton Mill Project**: Documents for the Cotton Mill Project are attached to the Township's Amended Housing Element and Fairshare Plan, which is attached hereto as Exhibit A. The Redeveloper Agreement is still being negotiated.

To date the Township has worked diligently to meet all of the deadlines required by the FHA, the Program, the Court and the Consent Order with FSHC, and will continue to do so. This has resulted in a multitude of compliance documentation being provided. Should any documentation need to be corrected or amended, the Township will do so in a timely fashion, in accordance with the instructions of the Court and in collaboration with FSHC.

Finally, the Consent Order also has additional items that are to be completed after the March 15, 2026 deadline. The Township will work on finalizing and gathering this documentation and provide it as per the terms of the Consent Order.

I thank Your Honor for your time and attention to this matter.

Respectfully submitted,



Erik C. Nolan

ECN/sp

Enclosures

cc: Ashley J. Lee, Esq. (via eCourts and email)
Jen Heller, PP, AICP (via email)

Exhibit A

RESOLUTION OF THE PLANNING BOARD OF THE TOWNSHIP OF HAMILTON ADOPTING AN AMENDED FOURTH ROUND HOUSING ELEMENT AND FAIR SHARE PLAN

WHEREAS, pursuant to the Fair Housing Act (“FHA”), N.J.S.A. 52:27D-301 et seq., the Township of Hamilton adopted a “binding resolution” on January 21, 2025 accepting a DCA-calculated Fourth Round Present Need of 13 and Fourth Round Prospective Need of 65; and

WHEREAS, the Township filed a timely Fourth Round Declaratory Judgment complaint (“DJ Complaint”) with the Affordable Housing Dispute Resolution Program (“the Program”) and the Court, along with its binding resolution, on January 23, 2025; and

WHEREAS, the filing of the DJ Complaint gave the Township automatic, continued immunity from all exclusionary zoning lawsuits, including builder’s remedy lawsuits, which is still in full force and effect; and

WHEREAS, the Township did not receive any objections to its Present and Prospective Need numbers by February 28, 2025, therefore on March 27, 2025, the Court entered an order establishing the Township’s Fourth Round Present Need of 13 and Prospective Need of 65; and

WHEREAS, the FHA required the municipality to adopt a Fourth Round Housing Element and Fair Share Plan (“Fourth Round Plan”) by June 30, 2025; and

WHEREAS, the Planning Board adopted the Fourth Round Plan on June 5, 2025, the Township filed the adopted Fourth Round Plan with the Program and the Court on June 6, 2025, and the Township Committee endorsed the Fourth Round Plan on June 17, 2025; and

WHEREAS, the Township received a letter requesting additional documentation from Fair Share Housing Center on August 26, 2025 from Fair Share Housing Center (“FSHC”); and

WHEREAS, the Court entered a Case Management Order on November 14, 2025 requiring the Township to submit documentation in response to FSHC’s letter by December 1, 2025 and to enter into a Consent Order with FSHC by February 2, 2026; and

WHEREAS, the Township filed the documentation in response to FSHC’s letter with the Court on December 1, 2025 and then negotiated a Consent Order with FSHC; and

WHEREAS, the Township entered into the Consent Order with FSHC, which was filed with the Court on January 16, 2026; and

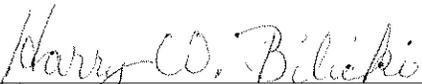
WHEREAS, as per the FHA and Consent Order with FSHC, the Township is required to amend its Fourth Round Plan to include the terms and conditions agreed upon in the Consent Order; and

WHEREAS, the Township has prepared an Amended Fourth Round Housing Element and Fair Share Plan (“Amended Fourth Round Plan”), which is attached hereto as Exhibit A; and

WHEREAS, upon notice duly provided pursuant to N.J.S.A. 40:55D-13, the Planning Board held a public hearing on the Amended Fourth Round Plan on February 19, 2026; and

WHEREAS, the Planning Board determined that the attached Amended Fourth Round Plan is consistent with the goals and objectives of the Township's current Master Plan, and that adoption and implementation of the Amended Fourth Round Plan is in the public interest and protects public health and safety and promotes the general welfare.

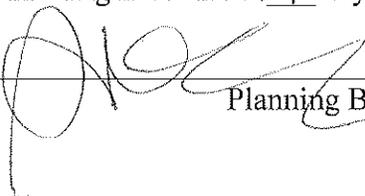
NOW, THEREFORE, BE IT RESOLVED by the Planning Board of the Township of Hamilton, County of Atlantic, State of New Jersey, that the Planning Board hereby adopts the Township's Amended Fourth Round Housing Element and Fair Share Plan attached hereto as Exhibit A.



Chairman of the Planning Board

CERTIFICATION

I certify that the foregoing Resolution was duly adopted by the Planning Board of the Township of Hamilton at a regular meeting held on the 19 day of February 2026.



Planning Board Secretary

TOWNSHIP OF HAMILTON

RESOLUTION #2026-0102

**RESOLUTION OF THE TOWNSHIP COMMITTEE OF THE TOWNSHIP
OF HAMILTON ENDORSING AN AMENDED FOURTH ROUND
HOUSING ELEMENT AND FAIR SHARE PLAN**

WHEREAS, pursuant to the Fair Housing Act (“FHA”), N.J.S.A. 52:27D-301 et seq., the Township of Hamilton adopted a “binding resolution” on January 21, 2025 accepting a DCA-calculated Fourth Round Present Need of 13 and Fourth Round Prospective Need of 65; and

WHEREAS, the Township filed a timely Fourth Round Declaratory Judgment complaint (“DJ Complaint”) with the Affordable Housing Dispute Resolution Program (“the Program”) and the Court, along with its binding resolution, on January 23, 2025; and

WHEREAS, the filing of the DJ Complaint gave the Township automatic, continued immunity from all exclusionary zoning lawsuits, including builder’s remedy lawsuits, which is still in full force and effect; and

WHEREAS, the Township did not receive any objections to its Present and Prospective Need numbers by February 28, 2025, therefore on March 27, 2025, the Court entered an order establishing the Township’s Fourth Round Present Need of 13 and Prospective Need of 65; and

WHEREAS, the FHA required the municipality to adopt a Fourth Round Housing Element and Fair Share Plan (“Fourth Round Plan”) by June 30, 2025; and

WHEREAS, the Planning Board adopted the Fourth Round Plan on June 5, 2025, the Township filed the adopted Fourth Round Plan with the Program and the Court on June 6, 2025, and the Township Committee endorsed the Fourth Round Plan on June 17, 2025; and

WHEREAS, the Township received a letter requesting additional documentation from Fair Share Housing Center on August 26, 2025 from Fair Share Housing Center (“FSHC”); and

WHEREAS, the Court entered a Case Management Order on November 14, 2025 requiring the Township to submit documentation in response to FSHC’s letter by December 1, 2025 and to enter into a Consent Order with FSHC by February 2, 2026; and

WHEREAS, the Township filed the documentation in response to FSHC’s letter with the Court on December 1, 2025 and then negotiated a Consent Order with FSHC; and

WHEREAS, the Township entered into the Consent Order with FSHC, which was filed with the Court on January 16, 2026; and

WHEREAS, as per the FHA and Consent Order with FSHC, the Township is required to amend its Fourth Round Plan to include the terms and conditions agreed upon in the Consent Order; and

WHEREAS, the Township has prepared an Amended Fourth Round Housing Element and Fair Share Plan (“Amended Fourth Round Plan”), which is attached hereto as Exhibit A; and

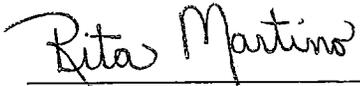
WHEREAS, upon notice duly provided pursuant to N.J.S.A. 40:55D-13, the Planning Board adopted the Amended Fourth Round Plan after a public hearing was held on February 19, 2026; and

WHEREAS, the Township Committee has reviewed the Amended Fourth Round Plan and concurs with the Planning Board’s determination that the Amended Fourth Round Plan is consistent with the Township’s Master Plan, promotes the public health, safety, and general welfare, and is in the best interests of the Township.

NOW, THEREFORE, BE IT RESOLVED by the Township Committee of the Township of Hamilton, County of Atlantic, State of New Jersey, that the Township Committee hereby endorses the Township’s Amended Fourth Round Housing Element and Fair Share Plan attached hereto as Exhibit A.

COMMITTEE MEMBER	MOTION	YES	NO	ABSTAIN	ABSENT
AIKEN		x			
CHEEK	1	x			
THOMPSON	2	x			
WITHERSPOON		x			
MAYOR PITALE		x			

Certified to be a true copy of a resolution which was adopted by the Township Committee of the Township of Hamilton, County of Atlantic on the 2nd day of March, 2026.


 Rita Martino, RMC, CMR
 Township Clerk

TOWNSHIP OF HAMILTON
ATLANTIC COUNTY, NEW JERSEY



Amended
Housing Element & Fair Share Plan

February 2026

Prepared By:

Polistina & Associates
6684 Washington Avenue
Egg Harbor Township, New Jersey 08234
Phone: (609) 646-2950
Fax: (609) 646-2949

Jennifer L. Heller, PP, AICP
Township Planner
New Jersey License No. 6486

The original of this document was signed and sealed in accordance with N.J.A.C. 13:41-1.3 (b) and is on file with the Township of Hamilton Planning Board.

TOWNSHIP OF HAMILTON

PLANNING BOARD

Harry Bilicki, Chairperson
Allan Womelsdorf, Vice-Chairperson
Mayor Carl Pitale, Class I
Tom Kohler, Class II
Committeeman Richard Cheek, Class III
Wayne Choyce
Angela D. Harris-Moore
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Aline Dix, Alternate No. 1
Terrance Malloy, Alternate No. 2

Deborah Ohnemuller, Land Use Administrator
Robert Watkins, PE, PP, CME, CFM, Board Engineer
Vincent J. Polistina, PE, PP, CME, Board Planner
Christopher Carey, LLA, Board Landscape Architect
Stephen Mazur, PE, Board Traffic Engineer
Brian Heun, Esq., Board Solicitor

MAYOR

Carl Pitale

TOWNSHIP COMMITTEE

Richard Cheek, Deputy Mayor
Eric Aiken
Tracy Thompson
Dr. Thelma Witherspoon

Brett Noll, Township Administrator
Ken Warren, Esq., Township Solicitor
Erik Nolan, Esq., Township Special Affordable Housing Counsel
Robert Goodman, Director of Community Development
William Johnson, Municipal Housing Liaison

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- Appendix B: Court Order setting the Township's Fourth Round obligations
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- Appendix F: Conifer Project Documentation
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- Appendix M: Caring Residential Services Documentation
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Executive Summary:

As the Township of Hamilton continues to satisfy its affordable housing obligations, this Fourth Round Housing Element and Fair Share Plan provides a housing policy framework with a variety of options to provide affordable housing opportunities.

Through this Housing Element and Fair Share Plan, the Township promotes provision of a variety of housing types over a range of affordability, encourages the ongoing maintenance of the Township's existing housing stock, and formally acknowledges the constitutional obligation to provide a realistic opportunity for the provision of housing affordable to families of low and moderate income.

The Fourth Round Housing Element and Fair Share Plan continues to rely on the existing PVD Zoning Ordinance, which ensures that affordable housing is constructed as part of new developments in the Township's Regional Growth Areas. The Plan identifies opportunities to create new affordable housing by proposing overlay zoning for inclusionary affordable housing developments.

This Fourth Round Housing Element and Fair Share Plan will serve as the foundation for the Township's submission to the Superior Court of New Jersey and the Affordable Housing Dispute Resolution Program ("Program").

Introduction:

The Township has prepared this Fourth Round Housing Element and Fair Share Plan in accordance with the requirements set forth in the "Municipal Land Use Law" (N.J.S.A. 40:55D-28) ("MLUL"), the Fair Housing Act (N.J.S.A. 52:27D-301 et seq.), as amended by P.L. 2024 c.2, Administrative Directive #14-24 (the "amended FHA"), the Uniform Housing Affordability Controls (N.J.A.C. 5:80-26.1 et. seq.), and applicable regulations of the New Jersey Council on Affordable Housing (N.J.A.C. 5:93 et seq.) ("COAH").

New Jersey affordable housing law began with the New Jersey Supreme Court's (hereinafter the "Supreme Court") creation of the Mount Laurel doctrine in its landmark case, So. Burl. Cty. N.A.A.C.P. v. Tp. of Mt. Laurel, 67 N.J. 151 (1975) also known as "Mount Laurel I." In Mount Laurel I, the Supreme Court decided that under the State Constitution, 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", including those of low and moderate income. Thus, the Supreme Court in Mount Laurel I decision ruled that municipalities should not use their zoning powers to prevent the potential for the development of affordable housing.

Displeased with progress under its earlier decision, in 1983, the Supreme Court decided So. Burlington Ct. N.A.A.C.P. v. Mount Laurel Tp., 92 N.J. 158 (1983) or "Mount Laurel II". Because the Legislature had not yet acted to implement the holding in Mount Laurel I, the Court in Mount Laurel II fashioned a judicial remedy, now commonly referred to as

a “Builder’s Remedy”. That remedy created a special process by which builders could file suit against a municipality for the opportunity to construct housing at much higher densities than a municipality otherwise would allow, creating affordable housing in the process. In essence, Builder’s Remedy lawsuits seek to force municipalities to meet their affordable housing obligations.

Responding to the chaos created by the implementation of the Supreme Court’s Mount Laurel decisions and the many Builder’s Remedy lawsuits that followed, the State Legislature passed the Fair Housing Act (hereinafter “FHA”) in 1985, which the Supreme Court upheld in (Hills Dev. Co. v. Bernards Twp., 103 N.J. 1 (1986) or “Mount Laurel III”), which created the Council on Affordable Housing (“COAH”) and authorized municipal Housing Elements and Fair Share Plan to be approved by COAH via the granting of Substantive Certification, which would protect municipalities from builder’s remedy lawsuits.

To implement the FHA requirements, COAH adopted a series of regulations. Round One regulations were enacted in 1987. Round 2 regulations were adopted by COAH in 1994. Round 3 regulations were supposed to be adopted in 1999 when the Round 2 rules were set to expire, but the first iteration of Round 3 regulations were not adopted by COAH until 2004. After those regulations were invalidated by the courts, COAH adopted a second iteration of Round 3 regulations in 2008. The second iteration of regulations were also invalidated by the Courts, and after COAH failed to adopt a third iteration of Round 3 regulations in 2014, the Supreme Court issued 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), in which it directed trial courts to assume COAH’s functions and ruled that municipalities would have to get their Third Round Housing Elements and Fair Share Plans approved in the courts via the granting a Judgment of Compliance and Repose (JOR), rather than getting the plans approved by COAH.

On March 20, 2024, this all changed once again when Governor Murphy signed into law, P.L. 2024, C.2, which substantially amended the FHA and created an entirely new affordable housing plan approval process. The amended FHA abolished COAH, and introduced a comprehensive structure for municipalities to meet their obligations before a new entity known as the Affordable Housing Dispute Resolution Program (hereinafter the “Program”), which consists of retired Mount Laurel judges and their Special Adjudicators, once known as Court Masters. The Program was created to approve Fourth Round Housing Elements and Fair Share Plans, along with the underlying local trial Court, and help municipalities mediate with objectors regarding their Fourth Round affordable housing obligations and the approval of the plans. The amended FHA also required the Department of Community Affairs (DCA) to take over the monitoring of affordable units in every municipality in the state, and to draft and release a report calculating non-binding Fourth Round municipal Present and Prospective Need obligation for every municipality in the state. The DCA released its Fourth Round numbers report in October of 2024. The amended FHA also ordered the New Jersey Housing and Mortgage Finance Agency (NJHMFA) to adopt new UHAC regulations. The amended FHA also changed the way municipalities receive bonus credits amongst other things.

In response to the requirements of the amended FHA, the Township of Hamilton adopted a resolution on January 21, 2025 committing to the Fourth Round Present and Prospective Need obligations as calculated by the DCA in its October 2024 numbers report. See Appendix A. The Township filed a Declaratory Judgment Complaint on January 23, 2025 with the Program and the Court, along with the Township's Fourth Round numbers resolution. See Appendix A.

On March 27, 2025, the Court entered an Order setting the Township's Fourth Round affordable housing obligations. See Appendix B.

Housing Element:

Pursuant to both the amended FHA and the MLUL, municipalities in New Jersey are required to include a housing element in their master plans. The principal purpose of the housing element is to describe the specific, intended methods that a municipality plans to use in order to meet its low- and moderate-income housing needs. Further, the housing element is meant to demonstrate the existing zoning or planned zoning changes that will allow for the provision of adequate capacity to accommodate household and employment growth projections, to achieve the goal of access to affordable housing for present and future populations.

A municipality's housing element shall be designed to achieve the goal of access to affordable housing to meet present and prospective housing needs, with particular attention to low- and moderate-income housing, and shall contain at least:

- a. An inventory of the municipality's housing stock by age, condition, purchase or rental value, occupancy characteristics, and type, including the number of units affordable to low- and moderate-income households and substandard housing capable of being rehabilitated, and in conducting this inventory the municipality shall have access, on a confidential basis for the sole purpose of conducting the inventory, to all necessary property tax assessment records and information in the assessor's office, including but not limited to the property record cards;
- b. A projection of the municipality's housing stock, including the probable future construction of low- and moderate-income housing, for the next ten years, taking into account, but not necessarily limited to, construction permits issued, approvals of applications for development and probable residential development of lands;
- c. An analysis of the municipality's demographic characteristics, including but not necessarily limited to, household size, income level and age;
- d. An analysis of the existing and probable future employment characteristics of the municipality;
- e. A determination of the municipality's present and prospective fair share for low- and moderate-income housing and its capacity to accommodate its present and

- prospective housing needs, including its fair share for low- and moderate-income housing, as established pursuant to section 3 of P.L.2024, c.2 (C.52:27D-304.1);
- f. A consideration of the lands that are most appropriate for construction of low- and moderate-income housing and of the existing structures most appropriate for conversion to, or rehabilitation for low- and moderate-income housing, including a consideration of lands of developers who have expressed a commitment to provide low- and moderate-income housing.
 - g. An analysis of the extent to which municipal ordinances and other local factors advance or detract from the goal of preserving multigenerational family continuity as expressed in the recommendations of the Multigenerational Family Housing Continuity Commission, adopted pursuant to paragraph (1) of subsection f. of section 1 of P.L.2021, c.273 (C.52:27D-329.20);
 - h. For a municipality located within the jurisdiction of the Highlands Water Protection and Planning Council, established pursuant to section 4 of P.L.2004, c.120 (C.13:20-4), an analysis of compliance of the housing element with the Highlands Regional Master Plan of lands in the Highlands Preservation Area, and lands in the Highlands Planning Area for Highlands-conforming municipalities. This analysis shall include consideration of the municipality's most recent Highlands Municipal Build Out Report, consideration of opportunities for redevelopment of existing developed lands into inclusionary or 100 percent affordable housing, or both, and opportunities for 100 percent affordable housing in both the Highlands Planning Area and Highlands Preservation Area that are consistent with the Highlands regional master plan; and
 - i. An analysis of consistency with the State Development and Redevelopment Plan, including water, wastewater, stormwater, and multi-modal transportation based on guidance and technical assistance from the State Planning Commission.

Demographic Characteristics

As indicated above, the MLUL requires an analysis of housing and demographic data as part of any Housing Element. The 2020 Census and the US Census population estimates are the most recent available comprehensive database of this type of information for the Township of Hamilton.

Table 1 below provides a comparison of population change in the Township of Hamilton, Atlantic County and the State of New Jersey.

Table 1
Township of Hamilton, Atlantic County and New Jersey
Population Changes: 1940-2023

Year	Township of Hamilton		Atlantic County		New Jersey	
	Number	Change	Number	Change	Number	Change
1940	3,363	-----	124,066	-----	4,160,165	-----
1950	3,774	12.2%	132,399	6.7%	4,835,329	16.2%
1960	6,017	59.4%	160,880	21.5%	6,066,782	25.5%
1970	6,445	7.1%	175,043	8.8%	7,168,164	18.7%
1980	9,499	47.4%	194,119	10.9%	7,365,011	2.7%
1990	16,012	68.8%	224,327	15.6%	7,730,188	5.0%
2000	20,499	28.0%	252,552	12.6%	8,414,350	8.9%
2010	26,503	29.3%	274,549	8.7%	8,791,894	3.2%
2020	27,484	3.7%	274,534	- 1.7%	9,288,994	5.7%
2023	28,669	4.3%	275,213	0.2%	9,290,841	< 0.0%

*Source: US Census Bureau, Population Estimates Program
2020 Census Data
U.S. Census Bureau*

The age distribution within the Township indicates a younger population than both Atlantic County and the State. This can be attributed to the large increase in single family dwellings that have been constructed in the Township that are occupied by younger families. Approximately 30.3% of the population was over 55 years of age in 2023. The distribution of ages of persons in the Township is indicated in Table 2.

**Table 2
Township of Hamilton
Population by Age Group: 2000-2023**

	2000		2010		2020		2023	
	Number	Percent	Number	Percent	Number	Percent	Number	Percent
Total Population	20,499	100%	26,503	100%	27,484	100%	27,884	100%
Sex								
- Male	10,217	49.8%	13,138	49.6%	13,197	48.0%	13,906	49.9%
- Female	10,282	50.2%	13,365	50.4%	14,287	52.0%	13,978	50.1%
Age								
Under 5	1,431	7.0%	1,605	6.1%	1,425	5.2%	1,408	5.0%
5-9 Years	1,585	7.7%	1,728	6.5%	1,611	5.9%	1,222	4.4%
10-14 Years	1,656	8.1%	1,864	7.0%	1,753	6.4%	1,975	7.1%
15-19 Years	1,385	6.8%	1,938	7.3%	1,756	6.4%	1,648	5.9%
20-24 Years	1,168	5.7%	1,714	6.4%	1,635	5.9%	1,965	7.0%
25-34 Years	3,246	15.8%	3,656	3.8%	3,714	13.5%	3,606	12.9%
35-44 Years	4,105	20.0%	3,903	14.7%	3,461	12.6%	3,918	14.1%
45-54 Years	2,753	13.4%	4,372	16.5%	3,623	13.2%	3,722	13.3%
55-59 Years	875	4.3%	1,647	6.2%	2,100	7.6%	1,551	5.6%
60-64 Years	612	3.0%	1,288	4.8%	1,930	7.0%	2,107	7.6%
65-74 Years	946	4.6%	1,659	6.2%	2,744	10.0%	3,449	12.3%
75-84 Years	555	2.7%	871	3.3%	1,283	4.7%	986	3.6%
85+ Years	182	0.9%	258	1.0%	440	1.6%	327	1.2%

Source: U.S. Census Bureau, 2023 American Community Survey 5-Year Estimates
 2020 Census Data
 2010 Census Data
 2000 Census Data

Non-family households make up 36.1% of the households in the Township of Hamilton. This is higher than the County rate of 34.0% and higher than the State average 32.3%. In 2023, the average household size in the Township of Hamilton is 2.48 persons/dwelling unit, while the County average is 2.47 and the State average is 2.61, making the average household in the Township of Hamilton almost the same as that of the County and slightly less than that of the State.

Education:

Within the Township of Hamilton's adult population (25 and over) 94.1% have received a high school diploma and 31.7% received a bachelor's degree or higher making the Township slightly better educated than the rest of Atlantic County. When compared to the County, 88.9% of the adult population has received a high school diploma and 31.2% of the adult population has received a bachelor's degree or higher.

Age of Housing:

Table 3 depicts the number of new housing units constructed between 2000 and 2020 for the Township, County and State.

Table 3
Township of Hamilton, Atlantic County and New Jersey
Housing Units: 2000, 2010 & 2020

Jurisdiction	Housing Units 2000	Housing Units 2010	Housing Units 2020	Increase	% Increase from 2000-2020
Twp. of Hamilton	7,567	10,196	11,120	3,553	46.9%
Atlantic County	114,090	126,647	132,038	17,948	15.7%
New Jersey	3,310,275	3,553,562	3,761,229	450,954	13.6%

*Source: 2020 Census Data
2010 Census Data
2000 Census Data*

As of 2023, approximately 42.3% of the Township's current housing stock was constructed prior to 1980, with 6.6% constructed prior to 1940. The Township therefore has what can be considered a newer housing stock, reflective of the recent population growth in the Township. The age of housing stock can be used as a gauge of the overall condition of housing in the community. In the case of the Township of Hamilton, a large percentage of homes have been constructed in recent years, and therefore have not endured the "wear and tear" that typically takes place over years.

Housing Tenure:

The 2020 Census data indicates that 10,462 housing units (91.0%) in the Township were occupied and 658 units (9.0%) were vacant. A total of 7,433 units (71.0%) of the occupied units are owner occupied with the additional 3,029 units (29.0%) occupied by renters.

**Table 4
Township of Hamilton
Housing Tenure: 2000, 2010 & 2020**

TOWN	2000 Units	2000 % of Total	2010 Units	2010 % of Total	2020 Units	2020 % of Total
Total Housing Units	7,567	100%	10,196	100%	11,120	100%
Occupied Housing Units						
-Owner Occupied	5,279	73.9%	7,269	71.3%	7,433	71.0%
-Renter Occupied	1,869	26.1%	2,221	21.8%	3,029	29.0%
-Total	7,148	100%	9,490	100%	10,462	100%
Vacant Housing Units	419	5.5%	706	4.8%	658	9.0%
Seasonal, Recreational Use	83	N/A	109	N/A	97	N/A
Rental Vacancy Rate	5.4%	N/A	7.3%	N/A	6.7%	N/A
Household Size						
-Owner Occupied	2.82	N/A	2.72	N/A	2.59	N/A
-Renter Occupied	2.45	N/A	2.53	N/A	2.50	N/A

Source: 2020 Census Data
2010 Census Data
2000 Census Data

Physical Character of the Township Housing Stock

Table 5 provides an inventory of the age of the housing stock in the Township of Hamilton.

**Table 5
Township of Hamilton
Inventory of Housing Age: 2023**

Year(s) Constructed	Number	Percent of Total
2020 or later	98	0.8%
2010-2019	1,216	10.5%
2000-2009	2,709	23.5%
1990-1999	1,867	16.2%
1980-1989	2,199	19.1%
1970-1979	1,362	11.8%
1960-1969	563	4.9%
1950-1959	578	5.0%
1940-1949	177	1.5%
1939 or earlier	762	6.6%

Source: US Census Bureau, 2023 American Community Survey 5-Year Estimates

In 2023, the median value of the owner-occupied units in the Township of Hamilton was \$240,500. The median home value has increased since the release of the 2020 Census, which was \$201,500. While the Township of Hamilton’s average median home value is

about 21% less than that of Atlantic County, it is significantly less than the average in New Jersey.

Table 6
Township of Hamilton, Atlantic County and New Jersey
Median Home Values: 2000, 2010, 2020 & 2023

Median Home Value	2000	2010	2020	2023	Percent Increase
Township of Hamilton	\$105,700	\$228,800	\$201,500	\$240,500	19.4%
Atlantic County	\$122,000	\$264,400	\$222,600	\$303,800	36.5%
New Jersey	\$170,800	\$357,000	\$355,700	\$427,600	20.2%

Source: US Census Bureau, 2023 American Community Survey 5-Year Estimates
2020 Census Data
2010 Census Data
2000 Census Data

As noted in Table 7 the majority of owner-occupied units are valued at less than \$500,000. Of the 7,629 units reported in the 2023 American Community Survey, 97% were valued at less than \$500,000.

Table 7
Township of Hamilton
Home Value of Specified Owner Occupied Units: 2023

Value of Specified Owner Occupied Units	Number of Units	Percent of Total
Less than \$50,000	282	3.7
\$50,000- \$99,999	164	2.1
\$100,000- \$149,999	1,109	14.5
\$150,000- \$199,999	956	12.5
\$200,000- \$299,999	2,861	37.5
\$300,000- \$499,999	2,028	26.6
\$500,000- \$999,999	163	2.1
Over \$1,000,000	66	0.9

Source: US Census Bureau
2023 American Community Survey 5-Year Estimates
2020 Census Data

As noted in Table 8, the majority of the gross rents charged were less than \$2,000 per month. Of the 2,601 rental units reported in the 2023 American Community Survey, 79% of the units were rented at less than \$2,000.

Table 8
Township of Hamilton
Gross Rent of Specified Renter Occupied Units: 2023

Value of Occupied Rental Specified Units	Number of Units	Percent of Total
Less than \$500.00	26	0.8%
\$500.00-\$999.00	192	5.8%
\$1,000.00-\$1,499.00	1,214	36.9%
\$1,500.00-\$1,999.00	1,169	35.5%
\$2,000.00-\$2,499.00	519	15.8%
\$2,500.00-\$2,999.00	171	5.2%
\$3,000 or more	0	0.0%
No cash rent	60	--

*Source: US Census Bureau
2023 American Community Survey 5-Year Estimates
2020 Census Data*

The median gross rent in the Township of Hamilton was \$1,591.00 in 2023. The median rent is higher than that of the Atlantic County average and lower than the New Jersey average.

Table 9
Township of Hamilton, Atlantic County and New Jersey
Median Rents: 2000, 2010, 2020 & 2023

Median Rent	2000	2010	2020	2023	% Change
Hamilton	\$806.00	\$1,273.00	\$1,367.00	\$1,591.00	16.4%
Atlantic County	\$677.00	\$955.00	\$1,129.00	\$1,325.00	17.4%
New Jersey	\$751.00	\$1,092.00	\$1,368.00	\$1,667.00	21.9%

*Source: US Census Bureau, 2023 American Community Survey 5-Year Estimates
2020 Census Data
2010 Census Data
2000 Census Data*

Single family detached homes remain the dominant housing structure in the Township, representing 52.0% of total housing units. In addition, mobile homes account for 4.3% of the housing structures in the Township. Even though the mobile homes are not deed restricted for affordable housing, their presence makes it clear that the Township (1) has an abundance of naturally affordable housing, and (2) does not exclude low- and moderate-income households.

**Table 10
Township of Hamilton
Types of Dwelling Units: 2023**

Type of Unit	Number of Units	Percent of Total
1- Unit; detached	5,998	52.0%
1- Unit; attached	2,236	19.4%
2 Units	273	2.4%
3 or 4 Units	627	5.4%
5 to 9 Units	949	8.2%
10 to 19 Units	787	6.8%
20 or more Units	163	1.4%
Mobile Homes	498	4.3%
Boat, RV, Van, etc.	0	0.0%
Total	11,531	100%

*Source: US Census Bureau
2023 American Community Survey 5-Year Estimates*

Table 11 provides Census data regarding the condition of housing and whether units are overcrowded:

**Table 11
Township of Hamilton
Condition of Housing: 2023**

Characteristic	Number of Units
Overcrowded (> 1 person per room)	111
Total Units lacking complete plumbing	0
Total Units lacking complete kitchen	114

Source: US Census Bureau, 2023 American Community Survey 5-Year Estimates

According to the 2023 American Community Survey, the 2023 median household income in the Township of Hamilton was \$85,582.00. Additionally, 7.5% percent of the Township's population identified as living below the poverty level.

Units Affordable to Low- and Moderate-Income Households

Units are affordable to low and moderate-income households if the maximum sales price or rent is set within a specified formula as per UHAC regulations. A moderate-income household is a household whose gross family income is more than fifty percent (50%) of the median income, but less than eight percent (80%) of median income for households of the same size within the housing region. A low-income household is a household whose gross family income is equal to or less than fifty-percent (50%) of median gross household income for a household and a very-low-income household is classified as earning less than thirty-percent (30%) of the median area income of the same size within the housing region for the Township of Hamilton. The Township of Hamilton is in

Region 6, which encompasses Atlantic, Cape May, Cumberland and Salem counties. The median household income in the Township of Hamilton in 2023 was \$85,582.00.

Table 12
2024 Affordable Housing Regional Income Limits
By Household Size

	1 Person	1.5 Person	2 Person	3 Person	4 Person
Median	\$68,852	\$73,770	\$78,688	\$88,524	\$98,360
Moderate	\$55,081	\$59,016	\$62,950	\$70,819	\$78,688
Low	\$34,426	\$36,885	\$39,344	\$44,262	\$49,180
Very Low	\$20,655	\$22,131	\$23,606	\$26,557	\$29,508

	4.5 Person	5 Person	6 Person	7 Person	8 Person
Median	\$102,294	\$106,228	\$114,097	\$121,966	\$129,835
Moderate	\$81,835	\$84,983	\$91,278	\$97,573	\$103,868
Low	\$51,147	\$53,114	\$57,049	\$60,983	\$64,917
Very Low	\$30,688	\$31,868	\$34,229	\$36,590	\$38,950

Source: AHPNJ, April 12, 2024

Based on the qualifying formula in N.J.A.C. 5:80-26, the monthly cost of shelter which includes mortgage (principal and interest), taxes, insurance and homeowners or condominium association fees, may not exceed twenty-eight percent (28%) of gross monthly household income based on a five percent (5%) down payment. In addition, moderate-income sales units must be available for at least three different prices and low-income sales units available for at least two different prices. The maximum sales prices must now be affordable to households earning no more than seventy-percent (70%) of median income. The sales prices must average fifty-five percent (55%) of median income.

Under UHAC regulations, rents including utilities may not exceed thirty percent (30%) of gross monthly income. The average rent must now be affordable to households earning fifty-two percent (52%) of median income. The maximum rents must be affordable to households earning no more than sixty-percent (60%) of median income. In averaging fifty-two percent (52%), one rent may be established for a low-income unit and one rent for a moderate-income unit for each bedroom distribution. The utility allowance must be consistent with the utility allowance approved by HUD and utilized in New Jersey. In addition, thirteen percent (13%) of all restricted rental units must be affordable to households earning no more than thirty percent (30%) of median income.

Based upon the average household size of 2.48 in the Township of Hamilton in 2023 and the regional limits, the median income in Region 6 for the Township of Hamilton in 2024 is \$88,524. At a minimum, 2,266 owner occupied units and 2,601 renter occupied units

could be considered affordable to three person very-low-, low- and moderate-income households as indicated in Table 13. Of the 2,266 owners occupied units, 76 units could be considered affordable to three person very low-income and low-income households and 2,190 units could be considered affordable to three-person low-income and moderate-income households.

Of the 2,601 renter occupied units, 218 units could be considered affordable to three person very low-income and low-income households and 2,383 units could be considered affordable to three-person low-income and moderate-income households. Based upon these numbers approximately 44.3% of the 10,980 units in the Township in 2023 are potentially affordable. Of these, a minimum of 294 units representing approximately 2.7% could be affordable to very low- and low-income households with the remaining 4,573 units representing approximately 41.6% could be affordable to low-income and moderate-income households.

Although these figures are estimates and assumptions regarding household size have been made, it appears that the Township has significant numbers of affordable units, some of which are naturally affordable, and some of which can be counted as affordable housing credits.

Table 13
Township of Hamilton
Estimate of 2023 Housing Units Affordable to Low & Moderate Income Households
Information for Median Income, Mortgage and Rental Information

Income Level	Annual Income	
Median Household Income	\$85,582	
Moderate Income	\$42,791 - \$68,465	
Low Income	\$25,674 - \$42,791	
Very Low Income	< \$25,674	
Income Level	Affordable Monthly Rent	Affordable Monthly Mortgage
Moderate Income	\$998.46 - \$1,711.63	\$1,069.78 - \$1,597.52
Low Income	\$641.85 - \$998.46	\$599.06 - \$1,069.78
Very Low Income	< \$641.85	< \$599.06
Mortgage Status and Selected Owner Costs	Number of Units	Affordability
Owner Occupied Units with a Mortgage		
Less than \$500.00	0	Very Low Income
\$500.00-\$999.00	76	Some Very Low Income & Low Income
\$1,000.00-\$1,499.00	524	Some Low Income & Moderate Income
\$1,500.00-\$1,999.00	1,666	Some Moderate Income & Some Not Affordable
\$2,000.00-\$2,499.00	1,159	Not Affordable
\$2,500.00-\$2,999.00	943	Not Affordable
\$3,000.00 or more	651	Not Affordable
Not Mortgaged	2,610	Not Applicable
Renter Occupied Housing Units		
		Affordability
Less than \$500.00	26	Very Low Income
\$500.00-\$999.00	192	Some Very Low Income & Low Income
\$1,000.00-\$1,499.00	1,214	Moderate Income
\$1,500.00-\$1,999.00	1,169	Some Moderate Income & Some Not Affordable
\$2,000.00-\$2,499.00	519	Not Affordable
\$2,500.00-\$2,999.00	171	Not Affordable
\$3,000.00 or more	0	Not Affordable
No Rent Paid	60	Not Applicable

Source: 2020 Census Data
 2023 American Community Survey 5-Year Estimates

Housing Stock, Population & Employment Projections

Housing Unit Projections

The amended FHA 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). Table 14 shows the balance of Certificates of Occupancy and Demolition Permits issued between 2013 and 2023. According to NJDCA permit data, 723 new units were certified, and 55 units were demolished. There is an annual average of 65 Certificates of Occupancy issued per year. If this rate were to remain relatively constant, the Township could see a net increase of 780 units by 2035.

Table 14
Township of Hamilton
Residential Construction Certificate of Occupancy
and Demolition Permits Issued: 2013-2023

Year	Certificates of Occupancy	Demolitions	Net New Dwellings
2013	41	5	36
2014	37	8	29
2015	26	4	22
2016	27	3	24
2017	22	3	19
2018	142	6	136
2019	49	10	39
2020	184	4	180
2021	126	5	119
2022	36	3	33
2023	33	4	29
Total	723	55	668
Annual Average	65	5	60

Source: New Jersey Department of Community Affairs, Division of Codes & Standards, Construction Reporter

Analysis of Existing Employment:

The 2023 American Community Survey data indicates that the civilian labor force (16 years and older) for the Township of Hamilton and Atlantic County in 2023 were 14,477 and 145,774 respectfully. The Township of Hamilton civilian labor force represents 9.9% of the County civilian labor force. In 2023, the percentage of the persons age 16 and over in the civilian labor force in the Township of Hamilton was 63.1%. This average is higher than the County average of 64.1%. The Township had a higher unemployment rate than the County, rates were 6.3% (1,440 people) and 4.1% (9,185 people) respectfully.

The Census data distribution of occupational positions in the Township of Hamilton generally reflects that of Atlantic County and the State. The largest difference, at the State level, comes in the service occupations. Approximately 27.9% of the Township of

Hamilton's labor force works in service occupations compared to 15.5% of the State. This is primarily due to the casino industry as well as the tourist industry in Atlantic County.

Table 15
Township of Hamilton and Atlantic County
Civilian Labor Force Characteristics: 2023

	Township of Hamilton		Atlantic County	
	Number of Persons	Percent of Total	Number of Persons	Percent of Total
Labor Force	14,477	63.1%	145,774	64.1%
Employed	13,037	56.9%	134,927	60.1%
Unemployed	1,440	6.3%	9,185	4.1%

Source: US Census, 2023 American Community Survey 5-Year Estimates

Table 16
Township of Hamilton, Atlantic County and New Jersey
Occupation Distribution: 2023

Occupation	Twp. of Hamilton	Atlantic County	New Jersey
Management, business, science and arts occupations	35.4%	38.6%	47.4%
Service Occupations	22.1%	27.0%	15.5%
Sales and Office Occupations	24.0%	16.8%	19.0%
Natural resources, construction and maintenance occupations	7.5%	7.5%	6.9%
Production, transportation and material moving occupations	11.0%	10.1%	11.2%

Source: US Census, 2023 American Community Survey 5-Year Estimates

In 2023, the median household income in the Township of Hamilton was \$85,582. However, there is a wide range of income levels, as 35.3% of the population make over \$100,000 and 10.2% make under \$25,000. The distribution of household income is indicated in Table 17.

Table 17
Township of Hamilton
Household Income: 2023

Household Income	Number	Percent
Less than \$10,000	319	2.9%
\$10,000- \$14,999	193	1.8%
\$15,000- \$24,999	601	5.5%
\$25,000- \$34,999	608	5.5%
\$35,000-\$49,999	1,066	9.7%
\$50,000- \$74,999	2,065	18.8%
\$75,000- \$99,999	1,371	12.5%
\$100,000- \$149,999	2,921	26.6%
\$150,000 or more	960	8.7%

Source: US Census, 2023 American Community Survey 5-Year Estimates

As mentioned in the 'Analysis of Existing Employment' section, data from the 2023 American Community Survey data indicates a civilian labor force (those in the population above the age of 16) of 14,477, of which 13,037 were employed. Classifications of workers by occupation distribution can be referenced in Table 18 which lists occupation by industry of workers in the Township.

**Table 18
Township of Hamilton
Employment Classification: 2023**

Industry	Number of Employees	% of Total Employed
Agriculture, forestry, fishing, hunting and mining	23	0.2%
Construction	589	4.5%
Manufacturing	638	4.9%
Wholesale Trade	189	1.4%
Retail Trade	2,213	17.0%
Transportation, warehousing and utilities	569	4.4%
Information	111	0.9%
Finance, Insurance, Real Estate and Rental/Leasing	480	3.7%
Professional, scientific, management, administrative and waste management services	1,757	13.5%
Educational services, health care and social assistance	3,208	24.6%
Arts entertainment, recreation, accommodation and food services	2,145	16.5%
Other services except public administration	364	2.8%
Public Administration	751	5.8%

Source: US Census, 2023 American Community Survey 5-Year Estimates

Population and Employment Projections

The South Jersey Transportation Planning Organization (“SJTPO”) is the Metropolitan Planning Organization for the southern New Jersey region, which contains all municipalities in the Counties of Salem, Atlantic, Cape May, and Cumberland. The SJTPO publishes population and employment forecasts for each county and municipality in the region. Between 2020 and 2060, the SJTPO projects a de minimus population increase and significant employment growth throughout the region. In the Township of Hamilton, SJTPO projects local employment growth of 3,002 jobs (+25.8%) with an insignificant change in population. As shown in Table 18, the Township is expected to experience an employment increase (+25.8%) slightly higher than what is projected to occur throughout the County (+25.1%).

**Table 19
Township of Hamilton
Population and Employment Projections: 2020-2060**

Location	Population			Employment		
	Estimate 2020	Projected 2060	Percent Change	Estimate 2020	Projected 2060	Percent Change
Township of Hamilton	27,484	27,507	+ 0.1%	11,617	14,619	+ 25.8%
Atlantic County	274,534	266,014	- 3.1%	150,987	188,855	+ 25.1%
SJTPO Region	588,786	557,050	- 5.4%	310,002	378,855	+ 22.2%

Source: SJTPO Population and Employment Projections 2020-2060

Lands Most Appropriate for Affordable Housing

In general, sites that are most appropriate for affordable housing are those that have the necessary infrastructure and are not encumbered by environmental constraints. Within the Township the Regional Growth Area located within the Pinelands, as well as Planning Area 3 Fringe and Planning Area 5 Environmentally Sensitive within the CAFRA portion of the Township, are appropriate locations for affordable housing. These are the areas that the State has, for the most part, encouraged growth.

Specifically, sites within the PVD Planned Village Development Zone are most appropriate for affordable housing, since multifamily dwellings are permitted.

In 2006, an Ordinance was passed to amend the Zoning Code for the PVD zoning district to provide a twenty percent (20%) affordable housing set-aside, consistent with Section 329.9 of the New Jersey Fair Housing Act (N.J.S.A. 52:27D-301 et seq.). See attached Appendix C. The Township uses its zoning code to meet affordable housing needs by requiring residential development in certain districts in the Pinelands area of the Township to provide affordable housing as is required by the amended FHA.

Multigenerational Family Housing Continuity

The FHA requires the Housing Element and Fair Share Plan to provide an analysis of the extent to which municipal ordinances and other local factors advance or detract from the goal of preserving multigenerational family continuity as expressed in the recommendations of the Multigenerational Family Housing Continuity Commission, adopted pursuant to paragraph (1) of subsection f. of 23 section 1 of P.L.2021, c.273 (C.52:27D-329.20).

A review of the Township's ordinance indicates that there are no ordinances that would specifically create a detraction from meeting the Commission's goal of allowing senior citizens to reside at the homes of their extended families. The ordinances in the Township of Hamilton do not detract from the multigenerational family continuity goal. The Township should update its land use ordinance to expand the areas where accessory apartments and in-law suites are permitted uses.

Consideration of Affordable Housing Options

The Township did not receive proposals from developers of affordable housing projects to satisfy the Township's Fourth Round Prospective Need Obligation. The Township believes that the projects that exist and are proposed in this Housing Element and Fair Share Plan represent the best options for affordable housing in the Township. While the Township recognizes that developers may, in the future, present sites that possess characteristics that could lend themselves to affordable housing development, additional sites are not needed to satisfy the obligation at this time.

FAIR SHARE PLAN

Affordable Housing and Fair Share Plan

In 1975, in the case Southern Burlington County NAACP v. Township of Mt. Laurel (Hereinafter "Mt. Laurel I"), the New Jersey Supreme Court ruled that developing municipalities have a constitutional obligation to provide for the construction of low- and moderate-income housing. The court's 1983 Mt. Laurel II decision expanded the obligation in ruling that all municipalities share in this constitutional obligation to provide a realistic means for addressing a fair share of the regional present and prospective need for housing affordable to low- and moderate-income families provided that any portion of the municipality is located in a "growth area" as set forth in the SDGP. As such, through a municipality's zoning and land use regulations, it is to be realistically possible, through provision of a variety of housing choices, for all categories of people within Housing Region 6 (including Salem, Cumberland, Cape May and Atlantic counties) to live if they choose in the Township of Hamilton.

Township of Hamilton Fair Share Obligations

the Township of Hamilton will address the following affordable housing obligations:

A. Present Need (Rehabilitation) Obligation:

The Present Need Obligation, also known as the rehabilitation obligation, can be defined as an estimate of the number of substandard existing deficient housing units currently occupied by low- and moderate-income households. The Township of Hamilton has a Present Need Obligation of 13 units, as per the Order entered by the Court on March 27, 2025. See Appendix B.

B. Prior Round Obligation (1987-1999):

The Township of Hamilton has a Prior Round Obligation of **349**.

C. Third Round - Prospective Need Obligation (1999-2025):

The Township of Hamilton has a Third Round Prospective Need Obligation of **201**, which is the number assigned to the Township under the 2018 Judge Jacobson decision.

D. Fourth Round Prospective Obligation (2025-2035):

The Township of Hamilton has a Fourth Round Obligation of **65**.

Housing Strategy:

Affordable Housing Caps and Requirements

As per the he amended FHA, the Township of Hamilton will address the following micro-requirements:

- A. This plan requires that thirteen percent (13%) of all the affordable units referenced in the Agreement, with the exception of units constructed as of July 1, 2008, and units subject to preliminary or final site plan approval as of July 1, 2008, will be very low income units (defined as units affordable to households earning thirty percent (30%) or less of the regional median income be household size), with half of the very low income units being available to families.
- B. Bonus credits in this plan have been calculated in accordance with N.J.A.C. 5:93-5.15(d).
- C. This plan will ensure that at least fifty percent (50%) of the units addressing the Fourth Round Obligation will be affordable to a combination of very-low-income and low-income households, while the remaining affordable units will be affordable to moderate-income households.
- D. This plan will ensure that a minimum of twenty-five percent of the Township's Fourth Round fair share obligation will be met through rental units, including at least half of the rental units available to families.
- E. This plan will ensure that at least half of the units addressing the Township's Fourth Round Prospective Need Obligation will be available to families.
- F. This plan complies with the Fourth Round age-restricted cap of thirty percent (30%).

The housing strategy outlined herein addresses the Township's 13-unit Rehabilitation Obligation, 349-unit Prior Round Obligation, Third Round 201-unit Obligation, and the 65-unit Fourth Round Obligation. Below are the affordable housing projects and mechanisms the Township has put in place to address the affordable housing obligations.

Addressing the Present Need Obligation:

The purpose of a Rehabilitation Program is to rehabilitate substandard housing units occupied by low- and moderate-income households. A substandard housing unit is defined as a unit with health and safety violations that require the repair or replacement of a major system. A major system includes a roof, plumbing, heat, electricity, sanitary plumbing and/or a load bearing structural system. Upon rehabilitation, housing

deficiencies are corrected and the unit is brought up to New Jersey Uniform Construction Code standards.

Based on the DCA's calculation for the municipality's present need, a Rehabilitation Obligation of thirteen (13) units was accepted by the Township. The Township plans to satisfy this obligation and will continue its efforts to rehabilitate the present need obligation of thirteen (13) units during the ten-year Judgment of Compliance and Repose period via its continued participation in the Atlantic County Improvement Authority's rehabilitation program and/or through other rehabilitation programs selected by the Township.

Addressing the Prior Round Obligation:

The Township has a Prior Round obligation of **349**, which it has addressed as follows:

- A. Thirty-eight (38) bedrooms from existing Supportive and Special Needs Housing:** Pursuant to N.J.A.C. 5:93-5.8, the unit of credit for Supportive and Special Needs Housing is the bedroom. As such, the Township is able to claim 38 credits, based on the number of bedrooms indicated below. The Township will seek credit for the following twenty-one (21) existing Supportive and Special Needs housing facilities, which contain thirty-eight (38) bedrooms:

1. Supportive and Special Needs Housing operated by Caring, Inc. in the Township:

5905 Buttercup Lane - Four (4) bedrooms

2. Supportive and Special Needs Housing operated by ARC of Atlantic County in the Township:

6307 Roosevelt Avenue - Four (4) bedrooms

5303 Harding Highway #1104 - One (1) bedroom

5303 Harding Highway #1402 - One (1) bedroom

1795 McKee Avenue - Four (4) bedrooms

4730 Andorea Drive – Two (2) bedrooms

4433 Yorktown Place – Two (2) bedrooms

4435 Yorktown Place – Two (2) bedrooms

4469 Yorktown Place – Two (2) bedrooms

4419 Yorktown Place – Two (2) bedrooms

4424 Yorktown Place – One (1) bedroom

4414 Yorktown Place – One (1) bedroom

4539 Concord Place – Two (2) bedrooms

4452 Concord Place – Two (2) bedrooms

4756 Summersweet Drive – Two (2) bedrooms

4758 Summersweet Drive – Two (2) bedrooms

4708 Summersweet Drive – Two (2) bedrooms

3. Supportive and Special Needs Housing operated by Career Opportunity Development, Inc. (CODI) in the Township:

2817 Forsythia Court – Two (2) bedrooms
 2608 Nutmeg Court – One (1) bedroom
 2813 Hawthorn Court – Two (2) bedrooms
 3204 Juniper Court – One (1) bedroom

- B. Forty-five (45) affordable family rental units from the Conifer Realty, LLC Pine Grove at Hamilton project:** Forty-five (45) family rental units from the already funded, constructed and occupied 99-unit Conifer Realty, LLC one hundred percent (100%) affordable project known as Pine Grove at Hamilton located at 1700 John Ash Court (Block 1131, Lot 5.01). This development has been approved, constructed and is currently occupied. Supporting documentation for this mechanism is included. See Appendix F.
- C. Five (5) affordable units at Woodview Estates Assisted Living Facility:** The Woodview Estates Assisted Living Facility located at 5030 Unami Boulevard and contains 78 beds in the facility. Per the state law on licensing assisted living residences since 2001, the reservation of 10% of the beds for Medicaid-eligible individuals is required. Any beds reserved is recognized as providing low- and moderate-income housing requirements. The assisted living facility is required to reserve 8 of the 78 beds for this purpose. Five of the eight credits are being applied to satisfy the Prior Round Obligation.
- D. One-hundred twenty-four (124) units from the Planned Village Development Zoning District:** The Township of Hamilton created the Planned Village Development (PVD) zoning district in 2006 to provide realistic opportunities for affordable housing within designated portions of the regional growth area. Several sites were previously identified in the Prior Round as realistic opportunities for development. The Planned Village Development ordinance is included in Appendix C.

Block 996, Lot 7, is located on the Black Horse Pike near the Atlantic Cape Community College campus and contains a lot area of 21.7 acres. With a proposed density of 5.45 dwelling units per acre, per the PVD zoning, the site will yield 118 dwelling units. The Township is proposing to amend the current ordinance to increase the set-aside required for rental units from 15% to 20% in the PVD zoning district. This will encourage the development of affordable units in the appropriate areas of the Township. The site is currently vacant and does not contain any areas of wetlands or wetlands buffers. The site is in the sewer service area and has frontage on existing roadways. The site is approvable and developable under the zoning regulations set forth in the current and proposed ordinances for the Planned Village Development zoning district.

Block 1135.01, Lot 10.01 (portion of) is a portion of the former Atlantic City Race Course on Leipzig Avenue behind the Hamilton Mall. The ACRC ceased operations and permanently closed in 2015. The site is located in the Township's PVD zone and with the 92 acres available in the area of the existing paddocks, the site will yield 500 dwelling units. The Township is proposing to amend the PVD ordinance to increase the rental set-aside requirement from 15% to 20% to increase the number of affordable units. This site is in the sewer service area, and has public utilities available as well as improved street frontage. The zoning of the property makes it suitable for multifamily dwellings in an area where commercial development and infrastructure exist to support the residential uses.

Maps of both sites are included and no wetlands are present on or in the area of any potential development. See Appendix G.

All 124 units are being credited towards satisfying the Prior Round Obligation.

E. Thirty-eight (38) units from the Harding Run Phase II site (PVD Zoning District): This project received preliminary approval in 2006 for a 135-unit inclusionary development which would produce 38 affordable units. This project is located within the Township's PVD zoning district and is still a developable and suitable project. A copy of the Decision & Resolution from the Planning Board is included. See Appendix H.

F. Eight (8) units from the Harding Highway (Woods Edge) site (PVD Zoning District): This site is known as Lot 1 in Block 1134 and has a lot area of 112 acres. This parcel was included in an Area in Need of Redevelopment Study and one of the subject parcels in the Woods Edge Redevelopment Plan adopted by the Township of Hamilton. The project received General Development Plan approval in accordance with Planning Board Resolution #PB2022-002 memorialized on May 5, 2022. A copy of the resolution is included. See Appendix I.

The 112-acre site will provide up to 600 units based on the PVD zoning district standards. This site will be required to provide a 15% set-aside resulting in 90 affordable units. These credits will be distributed amongst the Prior Round, Third Round and Fourth Round to meet the Township's affordable housing obligations. A map showing the wetlands constraints demonstrates that there are no wetlands impeding development on the site and that the site is approvable and suited for this area. Since the developer has zoning protections under the MLUL through the approval of a general development plan, development on this lot will remain at a 15% set-aside for affordable housing. Eight (8) of the 90 affordable units will be applied to the Prior Round to satisfy the Township's obligation.

G. 87 rental bonus credits

**Table 20
Township of Hamilton
Prior Round Affordable Housing Unit Crediting**

Development	Special Needs	Family	Senior	Rentals	Units	Bonus Credits	Total Credits
ARC of Atlantic County - 6307 Roosevelt Avenue	4			4	4	4	8
Caring Res. Services - 5905 Buttercup Lane	4			4	4	4	8
ARC of Atlantic County - 5303 Harding Highway #1104	1			1	1	1	2
ARC of Atlantic County - 5303 Harding Highway #1402	1			1	1	1	2
ARC of Atlantic County - 1795 McKee Avenue	4			4	4	4	8
ARC of Atlantic County - 4730 Andorea Drive	2			2	2	2	4
ARC of Atlantic County - 4433 Yorktown Place	2			2	2	2	4
ARC of Atlantic County - 4435 Yorktown Place	2			2	2	2	4
ARC of Atlantic County - 4469 Yorktown Place	2			2	2	2	4
ARC of Atlantic County - 4419 Yorktown Place	2			2	2	2	4
ARC of Atlantic County - 4424 Yorktown Place	1			1	1	1	2
ARC of Atlantic County - 4414 Yorktown Place	1			1	1	1	2
ARC of Atlantic County - 4539 Concord Place	2			2	2	2	4
ARC of Atlantic County - 4452 Concord Place	2			2	2	2	4
CODI - 2817 Forsythia Court	2			2	2	2	4
CODI - 2608 Nutmeg Court	1			1	1	1	2
CODI - 2813 Hawthorn Court	2			2	2	2	4
CODI - 3204 Juniper Court	1			1	1	1	2
Conifer - 1700 John Ash Court		45		45	45	45	90
ARC of Atlantic County - 4756 Summersweet Dr.	2			2	2	2	4
ARC of Atlantic County - 4758 Summersweet Dr.	2			2	2	2	4
ARC of Atlantic County - 4708 Summersweet Dr.	2			2	2	2	4
Woodview Estates Assisted Living			5	5	5		5
PVD Zoning – (B 996 L 37; B 1135.02 L 10.01)					124		124
PVD Zoning - Harding Run Phase II (B 1132.05 L 1.01 & 1.02)					38		38
PVD Zoning - Woods Edge (B 1134 L 1)					8		8
Total Credits	42	45	5	92	262	87	349

Addressing the Third Round Obligation

The Township of Hamilton has a Third Round (1999-2025) Obligation of **201** and has address said obligation as follows:

- A. **Forty-eight (48) affordable family rental units from the Conifer Realty, LLC Pine Grove at Hamilton project:** Forty-eight (48) family rental units from the already funded, constructed and occupied 99-unit Conifer Realty, LLC one hundred percent affordable project known as Pine Grove at Hamilton located at 1700 John Ash Court (Block 1131, Lot 5.01). Supporting documents for this mechanism are included. See Appendix F.

- B. Three (3) Affordable Family For-Sale Habitat for Humanity Houses:** The Township and Habitat for Humanity of South Central New Jersey, Inc. (hereinafter “Habitat”) entered into an Affordable Housing Agreement on December 22, 2010 for Habitat to build two single family for-sale low or moderate income affordable units, one to be located at 9 Matisse Drive (Block 1132.26, Lot 3) and the other one to be located at 13 Rembrandt Way (Block 1132.25, Lot 4). The 13 Rembrandt property was foreclosed upon and sold; following the latest sale, the controls have been extended for 20 years beginning on August 30, 2024. The 9 Matisse property has a current deed restriction for thirty years and was sold to an income qualified owner on November 2, 2021. The deed restrictions for both units are included. See Appendix J.

In 2022, the Township and Habitat entered into an Affordable Housing Agreement to build one single-family for sale low- or moderate-income affordable unit at 6372 Beacon Avenue (Block 611, Lot 17). A copy of the deed restriction is also included. See Appendix J.

- C. Two (2) Affordable Family Rental Homes from Homes for All, Inc.:** Homes for All, Inc. owns and manages two affordable family rentals at 510 Bainbridge Avenue and 520 Bainbridge Avenue. Homes for All, Inc. manages the rental properties and each unit is rented to a low-income-qualified household. The Township will seek a 40-year deed restriction on each property.
- D. Four (4) affordable family rental units from the Oakcrest Estates inclusionary project:** This property received approval to construct a 42-unit inclusionary development and will provide four (4) affordable units. The site is located in the Township’s PVD zoning district.
- E. Sixteen (16) age-restricted units at 4119 Black Horse Pike utilizing a proposed redevelopment plan to allow affordable housing in mixed use development in the DC Design Commercial zoning district:** The Township recently named 4119 Black Horse, LLC as the Conditional Redeveloper for the former Zaberer’s Restaurant site (Block 1323, Lot 3) for the construction of mixed-use development which includes a 170-unit inclusionary age-restricted development and a large commercial development that fronts on the Black Horse Pike. The proposed residential development will provide thirty-four (34) age-restricted affordable units to be distributed to the Third Round (16 units) and Fourth Round (18 units).

The Township has proposed a redevelopment plan for 4119 Black Horse Pike. See Appendix K. The redevelopment plan will allow a developer interested a mixed-use development on the property located in the Design Commercial zoning district to construct residential units in addition to the permitted commercial uses already included in the Design Commercial zone. There will be a 20% set-aside for both rental and for-sale affordable units in the redevelopment plan. The

permitted uses and the allowed density in the redevelopment plan will be similar to the uses and density permitted in the PVD zoning district.

Utilizing the proposed redevelopment plan, the proposed development will provide thirty-four (34) age-restricted affordable units to be distributed to the Third Round (16 units) and Fourth Round (18 units).

The site is well suited for affordable housing due to its close proximity to public transportation and commercial businesses, which can support the needs of a residential development. The site was previously developed with a restaurant and off-street parking before it was demolished in the 1980’s and in 2020, the Township of Hamilton determined that this area met the criteria to be designated as an Area in Need of Redevelopment. The site is located within the sewer service area and utilities and improved streets are adjacent to the site. The site is vacant and no wetlands exist on the property and a preliminary concept plan has been prepared by the Conditional Redeveloper. See Appendix L.

F. Eighty (80) affordable units from the Harding Highway site (PVD Zoning District): This site is known as Lot 1 in Block 1134 and has a lot area of 112 acres. The project received General Development Plan approval in accordance with Planning Board Resolution #PB2022-002 memorialized on May 5, 2022. See Appendix I. Eighty (80) of the 90 affordable units will be applied to the Third Round to satisfy the Township’s obligation.

G. 50 rental bonus credits

**Table 21
Township of Hamilton
Third Round Affordable Housing Unit Crediting**

Development	Special Needs	Family	Senior	Rentals	Units	Bonus Credits	Total Credits
Conifer - 1700 John Ash Court		48		48	48	48	96
Homes for All - 510 Bainbridge Avenue		1		1	1		1
Homes for All - 520 Bainbridge Avenue		1		1	1		1
Habitat for Humanity - 9 Matisse Drive					1		1
Habitat for Humanity - 6372 Beacon Avenue					1		1
Habitat for Humanity - 13 Rembrandt Way					1		1
Woodview Estates Assisted Living			2	2	2		2
Oakcrest Estates		4		4	4		4
4119 Black Horse, LLC - Age Restricted Inclusionary			16		16		16
PVD Zoning - Woods Edge (B 1134 L 1)					80		80
Total Credits	0	54	18	56	155	48	203

Addressing the Fourth Round Obligation

The Township of Hamilton has a Fourth Round (2025-2035) Obligation of **65** and will address said obligation as follows:

- A. **Six (6) affordable family rental units from the Conifer Realty, LLC Pine Grove at Hamilton project:** The remaining six (6) family rental units from the already funded, constructed and occupied 99-unit Conifer Realty, LLC one hundred percent affordable project known as Pine Grove at Hamilton located at 1700 John Ash Court (Block 1131, Lot 5.01). Supporting documents for this mechanism are included. See Appendix F.
- B. **Two (2) Affordable Family Rental Homes from Caring, Inc.:** Caring Residential Services 9 owns and manages two affordable family rentals at 600 Route 50 and 602 Route 50. The single-family dwellings are rented to a family with a head of household with a disability and each house has three bedrooms. Supporting documentation for these homes is included. See Appendix M.
- H. **Eighteen (18) age-restricted affordable units at 4119 Black Horse Pike utilizing a proposed redevelopment plan to allow affordable housing in mixed use development in the DC Design Commercial zoning district:** The Township recently named 4119 Black Horse, LLC as the Conditional Redeveloper for the former Zaberer's Restaurant site (Block 1323, Lot 3) for the construction of mixed-use development which includes a 170-unit inclusionary age-restricted development and a large commercial development that fronts on the Black Horse Pike. The proposed residential development will provide thirty-four (34) age-restricted affordable units to be distributed to the Third Round (16 units) and Fourth Round (18 units).

The Township has proposed a draft redevelopment plan for 4119 Black Horse Pike. See Appendix K. The redevelopment plan will allow a developer interested a mixed-use development on the property located in the Design Commercial zoning district to construct residential units in addition to the permitted commercial uses already included in the Design Commercial zone. There will be a 20% set-aside for both rental and for-sale affordable units in the redevelopment plan. The permitted uses and the allowed density in the redevelopment plan will be similar to the uses and density permitted in the PVD zoning district.

Utilizing the proposed redevelopment plan, the proposed development will provide thirty-four (34) age-restricted affordable units to be distributed to the Third Round (16 units) and Fourth Round (18 units).

The site is well suited for affordable housing due to its close proximity to public transportation and commercial businesses, which can support the needs of a residential development. The site was previously developed with a restaurant and off-street parking before it was demolished in the 1980's and in 2020, the

Township of Hamilton determined that this area met the criteria to be designated as an Area in Need of Redevelopment. The site is located within the sewer service area and utilities and improved streets are adjacent to the site. The site is vacant and no wetlands exist on the property and a preliminary concept plan has been prepared by the Conditional Redeveloper. See Appendix L.

- C. Timber Glen Phase 5 Inclusionary Development:** The 64-unit multifamily inclusionary development will provide twelve (12) affordable family rental units. This project received Planning Board approval on January 17, 2008 in accordance with Resolution No. SD 7.02-81. See Appendix N.

- D. Two (2) affordable units from the Harding Highway site (PVD Zoning District):** This site is known as Lot 1 in Block 1134 and has a lot area of 112 acres. The project received General Development Plan approval in accordance with Planning Board Resolution #PB2022-002 memorialized on May 5, 2022. See Appendix I. Two (2) of the 90 affordable units will be applied to the Third Round to satisfy the Township’s obligation.

- E. Twelve (12) affordable units from the Mill Complex Redevelopment Plan and Cotton Mill Associates:** The Township adopted a redevelopment plan for the Mill Complex Redevelopment Area (Block 730, Lots 5.02 and 6 & Block 723, Lot 66), Ordinance 1606-2007 and last amended by Ordinance 1940-2020. The Township designated Cotton Mill Associates, LLC as the Conditional Redeveloper for the area on December 6, 2021. The Redevelopment Plan includes a requirement to provide affordable housing. The zoning requires a minimum of 10% of all residential units shall be set aside for occupancy by low- and moderate-income households. See Appendix O.

Table 22
Township of Hamilton
Fourth Round Affordable Housing Unit Crediting

Development	Special Needs	Family	Senior	Rentals	Units	Bonus Credits	Total Credits
Conifer - 1700 John Ash Court		6		6	6	6	12
4119 Black Horse, LLC - Age Restricted Inclusionary			18		18		18
Caring Residential Services - 600 Route 50		1		1	1	1	2
Caring Residential Services - 602 Route 50		1		1	1	1	2
Woodview Estates Assisted Living			1	1	1		1
Timber Glen Phase 5 (64 units, inclusionary)		10		10	10		10
PVD Zoning - Woods Edge (B 1134 L 1)					2		2
Cotton Mill		12			12	6	18
Total Credits	0	30	19	19	51	14	65

Very Low-Income Units

Pursuant to the amended FHA (P.L. 2008, c.46), the Township must ensure that at least thirteen percent (13%) of affordable housing units approved and constructed (or to be constructed) after July 17, 2008, are available to very low-income households. The Township will exceed the requirement that thirteen percent (13%) of units be available to very low-income households in both the Third Round and Fourth Round.

Per the more recently amended FHA (P.L. 2024, c.2) at N.J.S.A. 52:27D-329.1, at least half of very low-income units addressing the Fourth Round Prospective Need must be “available for families with children.” To meet this requirement, the Township will continue to pursue affordable housing opportunities for family rental units.

Income and Bedroom Distribution

The Township will continue to follow UHAC regulations and ensure that any new affordable housing projects comply with proper bedroom and income distribution requirements.

Affordable Housing Administration and Affirmative Marketing

The Township of Hamilton currently has a Court-approved Affordable Housing Ordinance, Chapter 57 of the Township Code. The Affordable Housing Ordinance governs the establishment and occupancy of the affordable units in the Township, including, but not limited to, the phasing of affordable units, the mix of very-low-, low- and moderate-income units, bedroom distribution, occupancy standards, affordability controls, rents and sales prices, affirmative marketing, and income qualification.

The Township will prepare an updated Affordable Housing Ordinance in accordance with the DCA’s proposed new regulations (N.J.A.C. 5:99), and UHAC’s new 2025 regulations, once the DCA and HMFA finalize their rule proposals.

The Township’s Affordable Housing Development Fee Ordinance is contained in the Township’s Code in Chapter 167 Fees, Article XI Affordable Housing Development Fees. The Township will continue to collect development fees during the Fourth Round.

The Township has appointed a Municipal Housing Liaison by resolution (see Appendix E).

The Township has also contracted with Rehabco, Inc. to be the Township’s Administrative Agent and to conduct the administration and affirmative marketing of its affordable housing sites.

The Township shall work with its Administrative Agent to draft and adopt by resolution an Affirmative Marketing Plan. The Township’s Administrative Agent designated by the

Township of Hamilton, or any Administrative Agent appointed by a specific developer, shall implement the Affirmative Marketing Plan to assure the affirmative marketing of all affordable units.

Affirmative Marketing Plans are 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, affirmative marketing plans are 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 6, consisting of Atlantic, Cape May, Cumberland, and Salem counties.

The Township's Affirmative Marketing Plan will lay 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 30-year (or 40-year for rentals) affordability controls required by UHAC, N.J.A.C. 5:80-26.1 et seq. This plan must be adhered to by all private, nonprofit or municipal developers of affordable housing units and must cover the period of deed restriction or affordability controls on each affordable unit.

State Development and Redevelopment Plan

This Housing Element and Fair Share Plan is consistent with the 2001 State Development and Redevelopment Plan (SRDP) and the draft proposed SDRP as the proposed projects and zoning mechanisms will provide the opportunity for the construction of affordable housing.

A small portion of the Township, 3% of the land area, is located within the CAFRA jurisdiction and within the PA3 Fringe and PA5 Environmentally Sensitive Planning Areas. These areas are not suitable for development and are also located outside of the NJDEP Sewer Service Area.

The SDRP has accepted the Pinelands Management Areas and incorporated them into the State Plan Policy Map. Since the majority of the Township of Hamilton is within the Pinelands Areas, the SDRP "acknowledges the special statutory treatment accorded to the New Jersey Pinelands under the Pinelands Protection Act" and relies exclusively on the adopted plans and regulations of the Pinelands Commission to implement statewide goals and objectives in those Pinelands Management Areas.

The Township continues to encourage the development affordable housing in the PVD Planning Village Development District. This is consistent with the overall SRDP goal to direct redevelopment and growth into areas where infrastructure can support the development and support services such as open space, retail shopping and public transportation are within walking distance.

In 2006, the Township added the PVD Planned Village Development district to encourage the development of affordable housing. This zoning has resulted in several projects which have provided affordable units within these zoning districts.

Cost Generation

The Township's Subdivision of Land and Site Plan Review and Zoning ordinances have been reviewed to eliminate unnecessary cost generating standards. The Township will amend, if needed, the Planning Board rules for expediting the review of development applications for affordable housing projects, including, but not limited to, scheduling special monthly public hearings. All development applications containing affordable housing shall be reviewed for consistency with the Township's ordinances, Residential Site Improvement Standards (N.J.A.C. 5:21-1 et seq.) and the FHA regarding unnecessary cost-generating requirements.

Once the DCA and HMFA finalize their rule proposes, the Township will revise its Subdivision of Land and Site Plan Review and Zoning ordinances, if needed, in accordance with the DCA's proposed new regulations (N.J.A.C. 5:99), and UHAC's new 2025 regulations in order to comply with the new requirements to address cost-generative issues.

Spending Plan

The Township is in the process of preparing a Fourth Round Spending Plan, which will be adopted and submitted to the Program and the Court for review, and which discusses anticipated revenues, collection of revenues, and the use of revenues, in accordance with N.J.A.C. 5:93-5.1(c). All collected revenues are placed in the Township's Affordable Housing Trust Fund and will be dispensed for the use of affordable housing activities as indicated in the Fourth Round Spending Plan. Once DCA and HMFA finalize their rule proposals (anticipated after June 30, 2025), the Township will prepare an updated Spending Plan in accordance with DCA's proposed new regulations at N.J.A.C. 5:99, UHAC's new 2025 regulations that are anticipated to be released shortly, as well as to address any order of the Court or the Affordable Housing Mediation Program.

The Township may, in the future, seek to amend its Spending Plan and obtain court approval to use its affordable housing trust funds for the following additional permitted affordable housing activities, including new, emergent affordable housing activities, subject to applicable limitations and minimum expenditures. N.J.S.A. 52:27D-329.2 permits the use of revenues generated by a development fee ordinance for activities that address the municipal fair share obligation including, but not limited to, rehabilitation, new construction, improvement to land, roads and infrastructure for affordable housing, assistance to render units more affordable, and administrative costs of housing plan implementation.

The Township will ensure that a portion of its collected development fees are used to provide affordability assistance to very low-, low- and moderate-income households in affordable housing units included in the Township's Housing Element and Fair Share Plan. A minimum of one-third (1/3) of the affordability assistance must be utilized for very-low-income units.

No more than 20% of the revenues collected each year from development fees shall be spent on administrative fees, including, but not limited to, salaries and benefits for municipal employees or consultant fees necessary to develop or implement a rehabilitation program, a Housing Element and Fair Share Plan, and/or an affirmative marketing program.

Summary

Through the proposed mechanisms addressed in this Fourth Round Housing Element and Fair Share Plan, the Township will be able to satisfy its Rehabilitation, Prior Round, Third Round and Fourth Round Prospective Need affordable housing obligations by 2035 providing for a realistic opportunity for the production of very low-, low- and moderate-income units within the Township.

APPENDIX A

**Fourth Round DJ Complaint and Township Resolution
Committing to Fourth Round Obligations**

SURENIAN, EDWARDS, BUZAK & NOLAN LLC

311 Broadway, Suite A

Point Pleasant Beach, NJ 08742

(732) 612-3100

By: Erik C. Nolan, Esq. (Attorney ID: 014032006)

Attorneys for Declaratory Plaintiff, Township of Hamilton

**IN THE MATTER OF THE
APPLICATION OF THE TOWNSHIP OF
HAMILTON, COUNTY OF ATLANTIC,
STATE OF NEW JERSEY**

**SUPERIOR COURT OF NEW JERSEY
LAW DIVISION: ATLANTIC COUNTY**

DOCKET NO.: ATL-L-_____

CIVIL ACTION
AFFORDABLE HOUSING DISPUTE
RESOLUTION PROGRAM
PER DIRECTIVE # 14-24

**COMPLAINT FOR DECLARATORY
RELIEF PURSUANT TO AOC
DIRECTIVE # 14-24**

Declaratory Plaintiff, the Township of Hamilton, County of Atlantic, State of New Jersey (hereinafter, “Hamilton” or the “Township”), a municipal corporation of the State of New Jersey, with principal offices located at 6101 Thirteenth Street, Mays Landing, New Jersey 08330, by way of filing this Declaratory Judgment Complaint to start this Declaratory Judgment Action (“DJ Action”) as authorized under Directive #14-24 of the Administrative Office of the Courts (“AOC”) alleges and says:

Background

1. Hamilton is a municipal corporation of the State of New Jersey.
2. The Planning Board of the Township of Hamilton (hereinafter, “Planning Board”) is a municipal agency created and organized under the Municipal Land Use Law, N.J.S.A. 40:55D-1 et. seq., (“MLUL”), and, among other duties and obligations, is responsible for adopting the Fourth Round Housing Element and Fair Share Plan (“HEFSP”) of Hamilton’s Master Plan.

3. Through this DJ Action, Hamilton seeks the following relief in relation to its Fourth Round (2025-2035) affordable housing obligation: (a) to secure the jurisdiction of the Affordable Housing Dispute Resolution Program (the “Program”) pursuant to P.L. 2024, c.2 (hereinafter, the “Act”) and the Court, pursuant to AOC Directive #14-24; (b) to have the Program and the Court approve the Township of Hamilton’s Present and Prospective affordable housing obligations as set forth in the binding resolution adopted by the Township, attached hereto as **Exhibit 1**; (c) to have the Program and the Court approve the Township’s HEFSP, to be adopted by the Planning Board and endorsed by the Township Committee, and issue a conditional or unconditional “Compliance Certification” pursuant to the Act or other similar declaration; (d) through the filing of this DJ Action and binding resolution, to have the Program and/or the Court confirm Hamilton’s immunity from all exclusionary zoning litigation, including builder’s remedy lawsuits, during the pendency of the process outlined in the Act and for the duration of the Fourth Round, i.e., through June 30, 2035; and (e) to have the Program and the Court take such other actions and grant such other relief as may be appropriate to ensure that the Township receives and obtains all protections as afforded to it in complying with the requirements of the Act, including, without limitation, all immunities and presumptions of validity necessary to satisfy its affordable housing obligations voluntarily without having to endure the expense and burdens of unnecessary third party litigation.

COUNT I

ESTABLISHMENT OF JURISDICTION UNDER P.L.2024, C. 2

4. The Township of Hamilton repeats and realleges each and every allegation as set forth in the previous paragraphs of this Declaratory Judgment Complaint as if set forth herein in full.

5. The Act represents a major revision of the Fair Housing Act of 1985, N.J.S.A. 52:27D-301 et. seq.

6. Among other things, the Act abolished the Council on Affordable Housing (hereinafter, “COAH”), and replaced it with seven retired, on recall judges designated as the Program, and also authorized the Director of the AOC (hereinafter, “Director”) to create a framework to process applications for a Compliance Certification.

7. On or about December 19, 2024, the Director issued Directive #14-24, which among other things, required municipalities seeking a Compliance Certification to file an action in the form of a Declaratory Judgment Complaint and Civil Case Information Statement in the County in which the municipality is located within 48 hours after the municipality’s adoption of a binding resolution establishing the municipality’s Fourth Round numbers, as authorized under the Act, with an attached copy of said binding resolution.

8. To achieve voluntary compliance without the need for exclusionary zoning litigation, the Township adopted a binding resolution establishing its present and prospective affordable housing obligations within the statutory window of time set forth in the Act and in accordance with the methodology and formula set forth in the Act, a certified copy of which resolution is attached to this Declaratory Judgment Complaint as **Exhibit 1**.

9. Based on the foregoing, the Township has established the jurisdiction of the Program and the Court in regard to this DJ Action for a Compliance Certification as set forth hereinafter.

WHEREFORE, the Township of Hamilton seeks a declaratory judgment for the following relief:

- a. Declaring that the Township has established jurisdiction for the Program and the Court to confirm its present and prospective affordable housing needs as set forth in the binding resolution attached as **Exhibit 1** to this Declaratory Judgment Complaint or to adjust such determination consistent with the Act;
- b. Declaring the present and prospective affordable housing obligations of the Township under the Act;
- c. Declaring the approval of the Township's HEFSP subsequent to its adoption by the Planning Board and its endorsement by the Committee, including, as appropriate and applicable, (i) a windshield survey or similar survey which accounts for a higher-resolution estimate of present need; (ii) a Vacant Land Adjustment predicated upon a lack of vacant, developable and suitable land; (iii) a Durational Adjustment (whether predicated upon lack of sanitary sewer or lack of water); (iv) an adjustment predicated upon regional planning entity formulas, inputs or considerations, as applicable; (v) an adjustment based on any future legislation that may be adopted that allows an adjustment of the affordable housing obligations; (vi) an adjustment based upon any ruling in litigation involving affordable housing obligations; and/or (vii) any other applicable adjustment permitted in accordance with the Act and/or applicable COAH regulations;
- d. Declaring that the Township will have immunity from all exclusionary zoning litigation and all litigation related to its affordable housing obligations as established by the Act starting the moment this Complaint is filed, as per the Act which states, “. . . a court shall not consider exclusionary zoning litigation

during the timeframe after the timely submission of a binding resolution or fair share plan and housing element of a municipality, or both, and before a challenge is submitted, or during the timeframe of a challenge that is pending resolution with the program pursuant to this subsection.”;

- e. Declaring and issuing a Compliance Certification and continuing immunity from exclusionary zoning litigation in accordance with the Act and Directive # 14-24 to the Township of Hamilton for the period beginning July 1, 2025 and ending June 30, 2035; and
- f. Declaring such other relief that the Program and Court deems just and proper within the parameters of the Act and all applicable regulations related to affordable housing within the State of New Jersey.

COUNT II

DETERMINATION OF THE PRESENT AND PROSPECTIVE NEED OF THE TOWNSHIP OF HAMILTON

10. Hamilton repeats and realleges each and every allegation set forth in the previous paragraphs of this Declaratory Judgment Complaint as if set forth herein in full.

11. The Act adopted the methodology to calculate every municipality’s present and prospective need affordable housing obligation for the Fourth Round (2025-2035) and beyond.

12. The Act directed the Department of Community Affairs (“DCA”) to apply the methodology and to render a non-binding calculation of each municipality’s present and prospective affordable housing obligations to be contained in a report to be issued no later than October 20, 2024.

13. The DCA issued its report on October 18, 2024.

14. Pursuant to the October 18, 2024 report, the DCA calculated Hamilton’s present and prospective affordable housing obligations as follows:

FOURTH ROUND PRESENT NEED (REHABILITATION) OBLIGATION	FOURTH ROUND PROSPECTIVE NEED OBLIGATION (2025-2035)
13	65

15. Pursuant to the Act, a municipality desiring to participate in the Program is obligated to adopt a “binding resolution” determining its present and prospective affordable housing obligations to which it will commit based upon the methodology set forth in the Act.

16. Hamilton adopted a binding resolution, a copy of which resolution is attached hereto and made a part hereof as **Exhibit 1** to this Declaratory Judgment Complaint.

17. The binding resolution maintains that Hamilton’s Round 4 (2025-2035) Present Need (Rehabilitation) Obligation is 13 and its Prospective Need (“New Construction”) Obligation is 65.

18. Hamilton seeks the approval of, and confirmation by, the Program and the Court of the Round 4 (2025-2035) Present and Prospective affordable housing obligations as set forth in the binding resolution attached hereto and made a part hereof as **Exhibit 1**, or the adjustment of those obligations consistent with the Act and all applicable regulations.

19. Pursuant to the binding resolution, the Township of Hamilton reserves all rights to amend its affordable housing obligations in the event of a successful legal challenge, or legislative change, to the Act.

20. Pursuant to the binding resolution, Hamilton specifically reserves the right to seek and obtain 1) a windshield survey or similar survey which accounts for a higher-resolution estimate

of present need; 2) a Vacant Land Adjustment predicated upon a lack of vacant, developable and suitable land; 3) a Durational Adjustment (whether predicated upon lack of sanitary sewer or lack of water); 4) an adjustment predicated upon regional planning entity formulas, inputs or considerations, as applicable; 5) an adjustment based on any future legislation that may be adopted that allows an adjustment of the affordable housing obligations; 6) an adjustment based upon any ruling in litigation involving affordable housing obligations; and 7) any other applicable adjustment permitted in accordance with the Act and/or applicable COAH regulations.

WHEREFORE, the Township of Hamilton seeks a declaratory judgment for the following relief:

- a. Declaring that the Township has established jurisdiction for the Program and the Court to confirm its present and prospective affordable housing needs as set forth in the binding resolution attached as **Exhibit 1** to this Declaratory Judgment Complaint or to adjust such determination consistent with the Act;
- b. Declaring the present and prospective affordable housing obligations of the Township under the Act;
- c. Declaring the approval of the Township's HEFSP subsequent to its adoption by the Planning Board and its endorsement by the Committee, including, as appropriate and applicable, (i) a windshield survey or similar survey which accounts for a higher-resolution estimate of present need; (ii) a Vacant Land Adjustment predicated upon a lack of vacant, developable and suitable land; (iii) a Durational Adjustment (whether predicated upon lack of sanitary sewer or lack of water); (iv) an adjustment predicated upon regional planning entity formulas, inputs or considerations, as applicable; (v) an adjustment based on

any future legislation that may be adopted that allows an adjustment of the affordable housing obligations; (vi) an adjustment based upon any ruling in litigation involving affordable housing obligations; and/or (vii) any other applicable adjustment permitted in accordance with the Act and/or all applicable regulations;

- d.** Declaring that the Township will have immunity from all exclusionary zoning litigation and all litigation related to its affordable housing obligations as established by the Act starting from the moment this Complaint is filed, as per the Act which states, “. . . a court shall not consider exclusionary zoning litigation during the timeframe after the timely submission of a binding resolution or fair share plan and housing element of a municipality, or both, and before a challenge is submitted, or during the timeframe of a challenge that is pending resolution with the program pursuant to this subsection.”;
- e.** Declaring and issuing a Compliance Certification and continuing immunity from exclusionary zoning litigation in accordance with the Act and Directive # 14-24 to the Township of Hamilton for the period beginning July 1, 2025 and ending June 30, 2035; and
- f.** Declaring such other relief that the Program and Court deems just and proper within the parameters of the Act and all applicable regulations related to affordable housing within the State of New Jersey.

COUNT III

APPROVAL OF TOWNSHIP'S HOUSING ELEMENT AND FAIR SHARE PLAN

21. The Township of Hamilton repeats and realleges each and every allegation set forth in the previous paragraphs of this Declaratory Judgment Complaint as if set forth herein in full.

22. Pursuant to the Act, a HEFSP must be prepared, adopted by the Planning Board and endorsed by the municipality by June 30, 2025.

23. Hamilton hereby commits for its professionals to prepare the appropriate HEFSP to address its affordable housing obligations, as determined by the Program and the Court which HEFSP shall apply as appropriate, any applicable adjustments, including, without limitation, 1) a windshield survey or similar survey which accounts for a higher-resolution estimate of present need; 2) a Vacant Land Adjustment predicated upon a lack of vacant, developable and suitable land; 3) a Durational Adjustment (whether predicated upon lack of sanitary sewer or lack of water); 4) an adjustment predicated upon regional planning entity formulas, inputs or considerations, as applicable; 5) an adjustment based on any future legislation that may be adopted that allows an adjustment of the affordable housing obligations; 6) an adjustment based upon any ruling in litigation involving affordable housing obligations; and 7) any other applicable adjustment permitted in accordance with the Act and/or applicable regulations.

WHEREFORE, the Township of Hamilton seeks a declaratory judgment for the following relief:

- a. Declaring that Hamilton has established jurisdiction for the Program and the Court to confirm its present and prospective affordable housing needs as set forth in the binding resolution attached as **Exhibit 1** to this Declaratory Judgment Complaint or to adjust such determination consistent with the Act;

- b.** Declaring the present and prospective affordable housing obligations of the Township under the Act;
- c.** Declaring the approval of the Township’s HEFSP subsequent to its adoption by the Planning Board and its endorsement by the Committee, including, as appropriate and applicable, (i) a windshield survey or similar survey which accounts for a higher-resolution estimate of present need; (ii) a Vacant Land Adjustment predicated upon a lack of vacant, developable and suitable land; (iii) a Durational Adjustment (whether predicated upon lack of sanitary sewer or lack of water); (iv) an adjustment predicated upon regional planning entity formulas, inputs or considerations, as applicable; (v) an adjustment based on any future legislation that may be adopted that allows an adjustment of the affordable housing obligations; (vi) an adjustment based upon any ruling in litigation involving affordable housing obligations; and/or (vii) any other applicable adjustment permitted in accordance with the Act and/or all applicable regulations;
- d.** Declaring that the Township of Hamilton will have immunity from all exclusionary zoning litigation and all litigation related to its affordable housing obligations as established by the Act starting the moment this Complaint is filed, as per the Act which states, “. . . a court shall not consider exclusionary zoning litigation during the timeframe after the timely submission of a binding resolution or fair share plan and housing element of a municipality, or both, and before a challenge is submitted, or during the timeframe of a challenge that is pending resolution with the program pursuant to this subsection.”;

- e. Declaring and issuing a Compliance Certification and continuing immunity from exclusionary zoning litigation in accordance with the Act and Directive # 14-24 to the Township of Hamilton for the period beginning July 1, 2025 and ending June 30, 2035; and
- f. Declaring such other relief that the program and Court deems just and proper within the parameters of the Act and all applicable regulations related to affordable housing within the State of New Jersey.

COUNT IV

CONFIRMATION OF IMMUNITY

24. The Township of Hamilton repeats and realleges each and every allegation set forth in the previous paragraphs of this Declaratory Judgment Complaint as if set forth herein in full.

25. Pursuant to the Act, a municipality that complies with the deadlines in the Act for both determining present and prospective affordable housing obligations and for adopting an appropriate HEFSP shall have immunity from exclusionary zoning litigation.

26. The Township of Hamilton has voluntarily met the deadline for the adoption and filing of its binding resolution not later than January 31, 2025, and the filing of this DJ Action in accordance with AOC Directive #14-24 not later than February 3, 2025, by adopting the binding resolution attached to this Declaratory Judgment Complaint as **Exhibit 1**, and has also committed to the adoption of its HEFSP by June 30, 2025. Therefore, as per the Act, the Township is entitled to immunity from all exclusionary zoning lawsuits from the moment this Complaint is filed, throughout the process moving forward, and then through June 30, 2035, once a Compliance Certification or a Judgment of Compliance and Repose is granted.

WHEREFORE, the Township of Hamilton seeks a declaratory judgment for the following relief:

- a.** Declaring that the Township has established jurisdiction for the Program and the Court to confirm its present and prospective affordable housing needs as set forth in the binding resolution attached as **Exhibit 1** to this Declaratory Judgment Complaint or to adjust such determination consistent with the Act;
- b.** Declaring the present and prospective affordable housing obligations of the Township under the Act;
- c.** Declaring the approval of the Township's HEFSP subsequent to its adoption by the Planning Board and its endorsement by the Committee, including, as appropriate and applicable, (i) a windshield survey or similar survey which accounts for a higher-resolution estimate of present need; (ii) a Vacant Land Adjustment predicated upon a lack of vacant, developable and suitable land; (iii) a Durational Adjustment (whether predicated upon lack of sanitary sewer or lack of water); (iv) an adjustment predicated upon regional planning entity formulas, inputs or considerations, as applicable; (v) an adjustment based on any future legislation that may be adopted that allows an adjustment of the affordable housing obligations; (vi) an adjustment based upon any ruling in litigation involving affordable housing obligations; and (vii) any other applicable adjustment permitted in accordance with the Act and/or all applicable regulations;
- d.** Declaring that the Township will have immunity from all exclusionary zoning litigation and all litigation related to its affordable housing obligations as

established by the Act starting the moment this complaint is filed, as per the Act which states, “. . . a court shall not consider exclusionary zoning litigation during the timeframe after the timely submission of a binding resolution or fair share plan and housing element of a municipality, or both, and before a challenge is submitted, or during the timeframe of a challenge that is pending resolution with the program pursuant to this subsection.”;

- e. Declaring and issuing a Compliance Certification and continuing immunity from exclusionary zoning litigation in accordance with the Act and Directive # 14-24 to the Township of Hamilton for the period beginning July 1, 2025 and ending June 30, 2035; and
- f. Declaring such other relief that the Program and Court deems just and proper within the parameters of the Act and all applicable regulations related to affordable housing within the State of New Jersey.

SURENIAN EDWARDS BUZAK & NOLAN LLC
Attorneys for Declaratory Plaintiff, Township of Hamilton

By 
Erik C. Nolan, Esq.

Dated: January 23, 2025

CERTIFICATION PURSUANT TO R. 4:5-1

Erik C. Nolan, Esq., of full age, hereby certifies as follows:

1. I am a member of the Firm of Surenian, Edwards, Buzak & Nolan LLC, attorneys for declaratory plaintiff, Township of Hamilton.

2. To the best of my knowledge, there is no other action pending in any court or any pending arbitration proceeding of which the matter in controversy herein is the subject and no such other action or arbitration proceeding is contemplated. To the best of my knowledge, there are no other parties who should be joined in this action.
3. The within Complaint was filed and served within the time prescribed by the Rules of Court.

I hereby certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

SURENIAN EDWARDS BUZAK & NOLAN LLC
Attorneys for Declaratory Plaintiff, Township of Hamilton

By 
Erik C. Nolan, Esq.

Dated: January 23, 2025

CERTIFICATION PURSUANT TO R. 1:38-7(b)

Erik C. Nolan, Esq., of full age, hereby certifies as follows:

1. I am a member of the firm of Surenian, Edwards, Buzak & Nolan LLC, attorneys for Declaratory Plaintiff, Township of Hamilton.
2. I certify that confidential personal identifiers have been redacted from documents now submitted to the Court and will be redacted from all documents submitted in the future in accordance with R. 1:38-7(b).

I hereby certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

SURENIAN EDWARDS BUZAK & NOLAN LLC
Attorneys for Declaratory Plaintiff, Township of Hamilton

By 
Erik C. Nolan, Esq.

Dated: January 23, 2025

DESIGNATION OF TRIAL COUNSEL

Pursuant to R. 4:25-4, notice is hereby given that Erik C. Nolan, Esq., attorney for the Declaratory Plaintiff, Township of Hamilton is designated as trial counsel in the above captioned matter.

SURENIAN EDWARDS BUZAK & NOLAN LLC
Attorneys for Declaratory Plaintiff, Township of Hamilton

By 
Erik C. Nolan, Esq.

Dated: January 23, 2025

EXHIBIT 1

TOWNSHIP OF HAMILTON

RESOLUTION #2025-0071

RESOLUTION OF THE TOWNSHIP COMMITTEE OF THE TOWNSHIP OF HAMILTON COMMITTING TO FOURTH ROUND PRESENT AND PROSPECTIVE NEED AFFORDABLE HOUSING OBLIGATIONS

WHEREAS, on March 20, 2024, Governor Murphy signed into law P.L. 2024, c.2, which amended the 1985 New Jersey Fair Housing Act (hereinafter the “Amended FHA”); and

WHEREAS, the Amended FHA required the Department of Community Affairs (“DCA”) to provide an estimate of the Fourth Round affordable housing obligations for all municipalities on or before October 20, 2024, based upon the criteria described in the Amended FHA; and

WHEREAS, the DCA issued a report on October 18, 2024 (“DCA Report”) wherein it reported its estimate of the Fourth Round affordable housing obligations for all municipalities based upon its interpretation of the standards in the Amended FHA; and

WHEREAS, the DCA Report calculates the Township’s Fourth Round (2025-2035) obligations as follows: a Present Need (Rehabilitation) Obligation of 13 and a Prospective Need (New Construction) Obligation of 65; and

WHEREAS, the Amended FHA further provides that, irrespective of the DCA’s calculations, municipalities have the ability to either accept, or provide alternate calculations for, the DCA’s “present and prospective fair share obligation(s)...by binding resolution no later than January 31, 2025”, a deadline which was later extended to February 3, 2025 by the Administrative Office of the Courts (“AOC”) via a directive issued on December 19, 2024; and

WHEREAS, this Resolution satisfies the requirements of the Amended FHA by accepting the DCA estimate of need as described in the DCA Report; and

WHEREAS, Section 3 of the Amended FHA provides that: “the municipality’s determination of its fair share obligation shall have a presumption of validity, if established in accordance with sections 6 and 7” of the Amended FHA; and

WHEREAS, the Township’s acceptance of the Fourth Round obligations calculated by the DCA are entitled to a “presumption of validity” because it complies with Sections 6 and 7 of the Amended FHA; and

WHEREAS, in addition to the foregoing, the Township specifically reserves the right to adjust its fair share obligations in accordance with applicable Council on Affordable Housing (“COAH”) regulations or other applicable law based on one or more of the foregoing adjustments if applicable: 1) a windshield survey or similar survey which accounts for a higher-resolution estimate of present need; 2) a Vacant Land Adjustment predicated upon a lack of vacant, developable and suitable land; 3) a Durational Adjustment, whether predicated upon lack of sewer

or lack of water; and/or 4) an adjustment predicated upon regional planning entity formulas, inputs or considerations, including but not limited to, the Highlands Council Regional Master Plan and its build out, or the Pinelands Commission or Meadowlands Commission regulations and planning documents; and

WHEREAS, in addition to the foregoing, the Township specifically reserves all rights to revoke or amend this Resolution and commitment, as may be necessary, in the event of a successful challenge to the Amended FHA in the context of the case The Borough of Montvale v. the State of New Jersey (MER-L-1778-24), any other such action challenging the Amended FHA, or any legislation adopted and signed into law by the Governor of New Jersey that alters the deadlines and/or requirements of the Amended FHA; and

WHEREAS, in addition to the foregoing, the Township reserves the right to take a position that its Fourth Round Present or Prospective Need Obligations are lower than described herein in the event that a third party challenges the calculations provided for in this Resolution (a reservation of all litigation rights and positions, without prejudice); and

WHEREAS, in addition to the foregoing, nothing in the Amended FHA requires or can require an increase in the Township's Fourth Round Present or Prospective Need Obligations based on a successful downward challenge of any other municipality in the region since the plain language and clear intent of the Amended FHA is to establish unchallenged numbers by default on March 1, 2025; and

WHEREAS, in addition to the foregoing, the Acting Administrative Director of the AOC issued Directive #14-24 on December 19, 2024; and

WHEREAS, pursuant to Directive #14-24, a municipality seeking a Fourth Round Compliance Certification from the entity created by the Amended FHA known as the Affordable Housing Dispute Resolution Program (hereinafter "the Program"), shall file an action in the appropriate venue with the Program, in the form of a Declaratory Judgment Complaint within 48 hours after adoption of the municipal resolution accepting or challenging its Fourth Round fair share obligations, or by February 3, 2025, whichever is sooner; and

WHEREAS, nothing in this Resolution shall be interpreted as an acknowledgment of the legal validity of the AOC Directive and the Township reserves any and all rights and remedies in relation to the AOC Directive; and

WHEREAS, the Township seeks a Compliance Certification from the Program and, therefore, wishes to file a Declaratory Judgment Complaint in the appropriate venue with the Program, along with a copy of this Resolution, within 48 hours of the adoption of this Resolution; and

WHEREAS, in light of the above, the Mayor and Township Committee finds that it is in the best interest of the Township to declare its obligations in accordance with this binding Resolution and in accordance with the Amended FHA; and

NOW, THEREFORE, BE IT RESOLVED on this ___ day of January of 2025, by the Township Committee of the Township of Hamilton, Atlantic County, State of New Jersey, as follows:

1. All of the Whereas Clauses are incorporated into the operative clauses of this Resolution as if set forth in full.

2. For the reasons set forth in this Resolution, the Mayor and Township Committee hereby commit to the DCA Fourth Round Present Need (Rehabilitation) Obligation of 13 and the DCA Fourth Round Prospective Need (New Construction) Obligation of 65 as described in this Resolution, subject to all reservations of rights, which specifically include, without limitation, the following:

a) The right to adjust the Township’s fair share obligations based on a windshield survey or similar survey, a Vacant Land Adjustment, a Durational Adjustment, and all other applicable adjustments, permitted in accordance with applicable COAH regulations or other applicable law; and

b) The right to revoke or amend this Resolution in the event of a successful legal challenge, or legislative change, to the Amended FHA; and

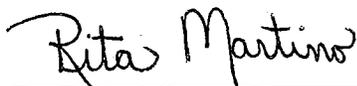
c) The right to take any contrary position, or adjust its fair share obligations, in the event of a third party challenge to the Township’s fair share obligations.

3. Pursuant to the requirements of the FHA as amended, and the Administrator of the Court’s (AOC) Directive #14-24 issued on December 19, 2024, the Township hereby directs its Affordable Housing Counsel to file a Declaratory Judgment Complaint, along with this Resolution and a Case Information Statement (Civil CIS), in the appropriate venue with the Program or any other such entity as may be determined to be appropriate, to initiate an action within 48 hours of the adoption of this Resolution, so that the Township’s Fourth Round Housing Element and Fair Share Plan can be reviewed and approved.

4. This Resolution shall take effect immediately, according to law.

COMMITTEE MEMBER	MOTION	YES	NO	ABSTAIN	ABSENT
CHEEK	1	x			
LAWS	2	x			
PITALE					x
WITHERSPOON		x			
MAYOR SCHENKER		x			

Certified to be a true copy of a resolution which was adopted by the Township Committee of the Township of Hamilton, County of Atlantic on the 21st day of January, 2025.


 Rita Martino, RMC, CMR
 Township Clerk

APPENDIX B

**Court Order Setting the Township's
Fourth Round Obligations**

PREPARED BY THE COURT:

**IN THE MATTER OF THE
DECLARATORY JUDGMENT
ACTION OF THE TOWNSHIP
OF HAMILTON, ATLANTIC
COUNTY PURSUANT TO P.L.
2024, CHAPTER 2**

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION – CIVIL PART
ATLANTIC COUNTY
DOCKET NO. ATL-L-157-25

Civil Action

**ORDER FIXING MUNICIPAL
OBLIGATIONS FOR “PRESENT NEED”
AND “PROSPECTIVE NEED” FOR THE
FOURTH ROUND HOUSING CYCLE**

THIS MATTER, having come before the Court on its own motion, *sua sponte*, on the Complaint for Declaratory Judgment filed on January 23, 2025 (“DJ Complaint”) by the Petitioner, **TOWNSHIP OF HAMILTON** (“Petitioner” or “Municipality”), pursuant to N.J.S.A. 52:27D-304.2, -304.3, and -304.1(f)(1)(c) of the New Jersey Fair Housing Act, N.J.S.A. 52:27D-301, *et seq.* (collectively, the “FHA”), and in accordance with Section II.A of Administrative Directive #14-24 (“Directive #14-24”) of the Affordable Housing Dispute Resolution Program (the “Program”), seeking a certification of compliance with the FHA;

AND IT APPEARING, that on October 18, 2024, pursuant to the FHA (as amended), the New Jersey Department of Community Affairs (“DCA”) issued its report entitled *Affordable Housing Obligations for 2025-2035 (Fourth Round)*,¹ therein setting forth the present need and prospective need obligations of all New Jersey municipalities for the Fourth Round housing cycle (the “DCA’s Fourth Round Report”);

¹ See https://nj.gov/dca/dlps/pdf/FourthRoundCalculation_Methodology.pdf

AND IT APPEARING that, pursuant to the DCA's Fourth Round Report, the **present need** obligation of the Petitioner has been calculated and reported as **13** affordable units, and its **prospective need** obligation of the Petitioner has been calculated and reported as **65** affordable units, and which calculations have been deemed presumptively valid for purposes of the FHA;

AND THE COURT, having determined that no interested party has filed a challenge to the Petitioner's DJ Complaint by way of an Answer thereto as provided for and in accordance with Section II.B of Directive #14-24 of the Program;

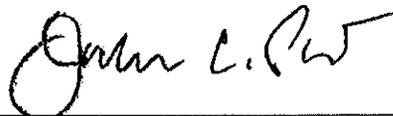
AND THE COURT, having found and determined, therefore, that the present need and prospective need affordable housing obligations of the Petitioner for the Fourth Round housing cycle as calculated and reported in the DCA's Fourth Round Report have been committed to by the Petitioner and are uncontested, and for good cause having otherwise been shown:

IT IS, THEREFORE, on this 27th day of **MARCH 2025 ORDERED AND ADJUDGED** as follows:

1. That the present need obligation of the Municipality, be, and hereby is fixed as **13** affordable units for the Fourth Round housing cycle.
2. That the prospective need obligation of the Municipality, be, and hereby is fixed as **65** affordable units for the Fourth Round Housing cycle; and
3. That the Petitioner is hereby authorized to proceed with preparation and adoption of its proposed Housing Element and Fair Share Plan for the Fourth Round, incorporating therein the present need and prospective need allocations aforesaid (and which plan shall include the elements set forth in the "Addendum" attached to Directive #14-24), by or before June 30, 2025, as provided for and in accordance with Section III.A of Directive #14-24, and without further delay.

IT IS FURTHER ORDERED, that a copy of this Order shall be deemed served on the Petitioner and Petitioner's counsel.

SO ORDERED:

A handwritten signature in black ink, appearing to read "John C. Porto", written over a horizontal line.

Hon. John C. Porto, P.J.Cv.

Uncontested.

APPENDIX C

PVD Planned Village Development Ordinance

ARTICLE XXIV
Planned Village Development Zone
[Added 12-5-2006 by Ord. No. 1579-2006]

§ 203-242. Purpose.

It is the intent of this article to create a realistic opportunity for the construction of a portion of the low- and moderate-income housing obligation of the Township of Hamilton under New Jersey's Fair Housing Act, N.J.S.A. 52:27D-301 et seq.; the rules of the New Jersey Council on Affordable Housing, N.J.A.C. 5:93-1 et seq.; and the Mt. Laurel doctrine, as well as to settle litigation entitled *Harding Highway, LLC v. Township of Hamilton, et al.*, Docket No. ATL-L-155-04 (Mount Laurel). Furthermore, the purpose of a planned village development (hereinafter "PVD") is to facilitate the development of affordable housing for low- and moderate-income households within designated portions of the regional growth area while continuing to encourage innovations in residential development and supportive public, quasi-public and neighborhood commercial uses that promote a sense of community for the benefit of the development's residents, minimize the proliferation of roadways, encourage functional open space and passive recreational facilities and, at the same time, encourage land development that is fiscally responsive to the community and yet environmentally sound.

§ 203-243. General provisions.

- A. Because this article provides specialized regulations for housing types, land uses, subdivision improvements, street standards, site planning, and building design within the Planned Village Development Zoning District, the standards and requirements of this article supersede and replace all conflicting provisions in the Hamilton Township Developmental Ordinance and Zoning Ordinance. All ordinances of the Township of Hamilton that are inconsistent with the provisions of this article are superseded by the provisions of this article.
- B. Any tract of land developed as a PVD shall be held in common ownership or, in the case of multiple ownership or where contiguous parcels are owned, shall be developed according to a single plan with common authority and common responsibility. For the purposes of this section, properties separated only by an unimproved public right-of-way shall be considered contiguous.
- C. A PVD shall include deed-restricted affordable housing units that generate COAH credits, through actual dwelling units and/or rental bonuses or other credits. The affordable unit set aside determination shall be determined by § 203-246B of this article.
- D. When a developer of a PVD opts to include age-restricted housing as an element of the development, said developer will be required to file deed restrictions on the age-restricted units as established in § 203-89C of the Code of the Township of Hamilton. The developer shall submit, as a condition of final approval for a PVD, a draft of such declaration or deed to the Planning Board for its review and approval, which deed or declaration shall further contain satisfactory procedures for monitoring and enforcing such restrictions in the event of any violation thereof. The declaration or deed shall be recorded in the County Clerk's office prior to the issuance of any building permit.

§ 203-244. Definitions.

As used in this article, the following terms shall have the meanings indicated and shall supplement or supersede the definitions in § 203-18:

AFFORDABLE HOUSING UNIT — A dwelling unit with a sales price or rent within the means of a low or moderate income household as defined in N.J.A.C. 5:94-7.

AGE-RESTRICTED UNIT — For the purpose of a PVD, an age-restricted unit shall mean an adult household as defined in Subsections A and B of the definition of a "planned adult community" found in § 203-18.

MARKET-RATE UNIT — Dwelling units that are not restricted to low- and moderate-income households that may sell or rent at any price determined by a willing seller and a willing buyer.

STACKED TOWNHOUSE — For the purpose of a PVD, a stacked townhouse shall mean a residential structure of not more than three stories or 40 feet, consisting of a multistory residential unit located on top of, in part or whole, either a single-story residential unit (a.k.a. a flat unit) or another multistory residential unit each with an entrance on the first floor, each separated by a fire-rated assembly, each intended for occupancy as separate living quarters for two or more families, each located on a single lot if available for fee simple ownership, and each available for ownership in fee simple or as condominium, or for rental.

TOWNHOUSE — For the purpose of a PVD, a townhouse shall mean a dwelling unit in a residential structure of not more than three stories or 40 feet, containing not fewer than three one-family dwelling units each with an entrance on the first floor and each being separated by a fire-rated assembly and each intended for separate ownership or rental.

§ 203-245. Permitted uses.

The following uses are permitted in a PVD.

- A. Residential development, including:
 - (1) Single-family detached dwellings.
 - (2) Single-family attached dwellings.
 - (3) Townhouses, including stacked townhouses.
 - (4) Apartment and/or condominium units including units located over commercial uses, units located over parking and freestanding apartment and/or condominium buildings.
- B. Churches, schools or similar facilities, subject to the additional requirements of Article XV of this article.
- C. Community buildings, pools, and similar recreation facilities designed as part of the PVD, subject to any pertinent special regulations.
- D. Neighborhood commercial development as provided for in § 203-247 of this article.

§ 203-246. Housing mix regulations.

The mix of various uses is designed to encourage a mix of housing types to promote diversified population and housing.

A. Required housing mixes.

- (1) No more than 30% of all dwelling units may consist of two-story apartments over retail space such as would be found in a traditional main street area.
- (2) A minimum of 40% of all dwelling units shall consist of one or more of the following: single-family detached, single-family attached (duplex), townhouses or stacked townhouses, provided that the number of market-rate non-age-restricted single-family detached units is a minimum of 20% of total units.
- (3) No more than 25% of all dwelling units may consist of age-restricted housing in three-story buildings constructed over parking.

B. Affordable housing set asides.

- (1) Twenty percent of the total units developed in a PVD shall be set aside for occupancy by low- and moderate-income households ("affordable housing") if the affordable units are offered for sale; or
- (2) Fifteen percent of the total units developed in a PVD shall be set aside for occupancy by low- and moderate-income households if the affordable housing units are offered for rent.
- (3) Affordable housing units may be age-restricted, provided that the number of age restricted affordable units does not exceed one-third (33.34%) of the total affordable units in the PVD.
- (4) Affordable units shall comply with the New Jersey Barrier-Free Subcode accessibility requirements, N.J.A.C. 5:23-7, as required by the state Fair Housing Act, as amended by P.L. 2005, c.350.
- (5) The affordable housing shall be developed and sold or rented in accordance with the current applicable COAH rules, including requirements on: split between low- and moderate-income housing, bedroom distribution, range of affordability, pricing and rents of units, affirmative marketing, affordability controls, and construction phasing with the market-rate units developed on the tract.

C. Pinelands development credits (PDCs).

- (1) Pinelands development credits shall be acquired and redeemed at a rate of one right (0.25 credit) for every four non-income-restricted housing unit (i.e., 25% of all market-rate residential units, including age-restricted units) developed in a PVD.
- (2) Pinelands development credits shall be purchased in proportion to the number of units in each phase of the project pursuant to the provisions of § 203-171C(4).
- (3) No PDCs shall be required to be purchased with respect to any affordable units

constructed in an inclusionary project.

- (4) No PDCs shall be required with respect to the nonresidential components of a PVD, provided that any commercial development complies with provisions of § 203-247A.
- D. Age-restricted units. The maximum number of age restricted units in a PVD shall not exceed one-third (33.34%) of the total units developed.

§ 203-247. Neighborhood commercial development regulations.

Neighborhood commercial (NC) uses, as established in § 203-58, are permitted in a PVD with the intent being to encourage development of mixed commercial/residential structures (e.g., apartments/condominiums over commercial space) in a traditional main street configuration, subject to the following provision.

- A. Up to a maximum of 15% of the land area in a PVD may be used for commercial purposes, provided that no more than 5% of the land area is occupied by commercial uses without a residential component.
- B. The commercial area shall be integrated into the internal circulation system of the PVD (roads, bikeways and walkways) to encourage and promote activity and usage by the residents of the PVD and adjacent development.

§ 203-248. Open space requirements.

Open space shall be designed as an integral part of all PVD projects and shall provide a range of opportunities for active and passive recreation as well as protect and preserve the natural environment.

- A. The minimum area of total open space in a PVD shall be 40% of the developable land within the site. For the purpose of this calculation, total open space shall consist of all areas not covered by buildings or impervious surfaces, including, but not limited to, perimeter buffers, yard areas of single-family and townhouse units, recreation areas, parking lot areas and islands that are landscaped or unpaved, etc.
- B. Active recreational facilities shall be provided in accordance with § 203-158, as appropriate, in relation to the number of dwelling units proposed in the project.
- C. Except as provided for in Subsection C(1) (below) the developer shall be permitted to buy out of the active recreation obligation only in accordance with § 203-158I, however, recreation fees applicable to affordable units shall be 50% of the amount required by that section.
- (1) The recreation fees applicable to Block 1134 Lot 1 shall be as follows: market-rate units, \$2,500/unit; affordable units, \$1,250/unit.
- D. The distribution of developed and undeveloped common open space shall be designed to the maximum extent practicable to coincide with the orientation of the housing units and the user population in a manner that provides uninterrupted and easy access.
- E. Linkage of developed open space shall, to the maximum extent practicable, be provided as a

system of pathways (walkways, bikeways, etc.) which connect developed open spaces.

- F. Development in the vicinity of undeveloped open space shall be designed to protect the site's natural resources, animal habitat, flood-prone areas, etc. The undeveloped open space shall be utilized to provide protection for critical ecosystems within the project site and to preserve in perpetuity the natural assets of the project area.
- G. All open space shall be recorded in the master deed for each project to reflect its permanency for such space. Such document shall be submitted to the Planning Board prior to final approval.

§ 203-249. Density.

- A. The maximum residential density shall be 5.45 dwelling units per gross acre, provided that the net density shall not exceed 6.5 dwelling units per acre.
- B. Residential density shall be calculated using the total gross area of the site, including areas used for neighborhood commercial development.
- C. Net density shall be as defined in § 203-18.

§ 203-250. Area and bulk requirements.

- A. The minimum buffer between any residential lot and adjacent roadway shall be 75 feet from an existing off-site arterial roadway and 50 feet from an existing off-site local or collector street or road.
- B. No principal or accessory building shall be located within 40 feet of the property line of the site proposed for PVD development, or within 40 feet of an internal collector street connecting to an off-site collector or arterial roadway.
- C. Commercial structures, including mixed commercial residential structures, shall be set back a minimum of 50 feet from an existing off-site arterial roadway and 40 feet from an existing off-site local or collector roadway.
- D. The minimum lot area, minimum lot widths, minimum yard dimensions, minimum privacy yard areas and maximum lot coverage specified in Table 1¹ shall apply to all residential development in a PVD.

§ 203-251. Spacing between buildings.

- A. The minimum distance between residential buildings of a similar type shall be as specified in Table 2.²
- B. Building spacing for nonresidential structures, such as community buildings, etc., shall be no closer than:
 - (1) Fifty feet to any residential structure.

1. Editor's Note: Table 1, Residential Housing Types in a Planned Village Development, is included at the end of this chapter.

2. Editor's Note: Table 2, Building, Spacing, Length and Units in Planned Village Development, is included at the end of this chapter.

- (2) Twenty-five feet to any street curb or property line, except as otherwise stipulated herein.

§ 203-252. Height.

- A. Except as provided in Subsections B through E (below), the height of principal buildings shall not exceed three stories and 40 feet; provided, however, that three-story buildings containing two stories of apartments over a retail level shall be permitted as an element of a traditional main street design.
- B. The height of accessory uses shall not exceed one story and 15 feet.
- C. Buildings containing age-restricted multifamily housing with parking on the ground level with three residential stories above shall not to exceed 45 feet from grade on the front facade and shall not exceed 55 feet from grade on the rear facade, where the rear facade grade is lower than that front facade grade, to permit parking entrances and exits.
- D. Mechanical equipment may exceed building height by five feet and shall be shielded from view to the maximum extent possible.
- E. The height of ornamental architectural structures that are not intended for occupancy and are located in a common area of the PVD (e.g., clock towers, etc.) shall not exceed 40 feet.

§ 203-253. Off-street and on-site parking.

The following parking standards shall be required for the specified uses listed in a planned residential development:

- A. Parking for the residential component of a PVD shall be regulated by New Jersey Residential Site Improvement Standards.
- B. See § 203-60 for on-site parking requirements applicable to commercial and mixed commercial/residential uses.
- C. Off-street on-site parking facilities shall be limited to passenger vehicles of permanent residents. Storage of trucks, boats, trailers, etc., in multifamily projects shall be prohibited.
- D. Design controls applicable for off-street parking facilities are set forth in the site plan and subdivision regulations of this article.
- E. Parking for community buildings, if any, shall be based upon one off-street on-site space per 120 square feet of building area.
- F. Bike racks permanently in place shall be provided at all recreational facilities based upon estimated user demand.
- G. Parking for recreational facilities shall be provided based upon the need generated by individual facilities.

§ 203-254. Landscaping.

All planned residential developments are required to submit a detailed landscaping plan, prepared by a professional landscape architect, pursuant to requirements established in Article XIV, Environmental Review and Site Analysis.

- A. Landscaping objectives and uses of plants. Landscape design is an important element in creating a well-conceived planned residential development; accordingly, in site design it has a role greater than just screening and aesthetic function. Thus, the following elements are set forth to identify the areas of landscaping design required as part of any planned residential development.
- (1) Architectural uses. Plants, singly or in groups, form walks, canopies or floors of varying heights and densities creating walls of privacy, plant canopies, plant floors, etc.
 - (2) Engineering uses. Engineers are concerned with such items as glare, traffic, noise control, soil erosion, etc. Utilizing well-chosen and properly placed plant material, noise, soil erosion, glare, etc. can be reduced.
 - (3) Climate control uses. Shade trees, windbreak trees and snowfence plants are examples of plants used for climate control.
 - (4) Aesthetic uses. Plants can be used to blend together various unrelated elements, such as buildings, utility structures or inharmonious land uses. Landscaping can be very effectively used to improve a building design by complementing a building's design through color, texture, seasonal configurations, highlighting areas of interest using landscaping creatively with lighting and signage, etc.
 - (5) Water as landscape. Water areas can be a handsome and often functional addition to a site design by utilizing detention basins, serving engineering purposes, as part of the landscaping element. Through creative engineering and good landscape design, such areas can add substantially to the quality of any planned residential development.
 - (6) Wildlife habitat. Wildlife habitat is an important element in large tract development where large areas of open space are to remain undisturbed. Designs must inventory this habitat and assure its continuity, either through supplementing habitat, preserving it or both. Accordingly, the design for development must address such concerns with concrete alternatives.
 - (7) Preservation of existing vegetation. Site and landscape designs shall comply with the provisions of § 203-182, Tree preservation.
- B. Planting requirements. All areas not covered by roadways, pedestrian walkways, parking areas, etc. shall be landscaped with natural materials according to a landscaping plan submitted as part of the site plan application process. The minimum number of trees planted in lots as buffers or in parking areas shall be as follows:
- (1) Canopy trees. There shall be a minimum number of five canopy trees, three inches in caliper measured six inches from the top of the root ball, per each proposed residential unit. Clump or flowering trees incapable of being measured six inches from the top of

the root ball shall be at least 12 feet high at the time of planting.

- (2) Shrubs and ornamental planting. (Note: The developer shall select all plant material in this category from approved Pinelands plant material. To assure variation, plant material shall include at least four distinct categories of plants. Such plant material shall be at least 40% mature at the time of planting.) The minimum number of this type of plant material shall be 20 plants per dwelling unit for townhouses and single-family housing types and 15 plants per unit for garden apartments. The intent, however, is to assure the proper uses of understory plant material along the edges of buildings, walkways, bases of signs, bases of streetlights, creation of plant walls, highlighting entranceways, restricting entry to certain areas, basic ornamental planting, etc.
- C. Special landscaping emphasis. The following standards shall be supplemental to those requirements of Subsection B above in cases where the Board determines that such requirements have not been met through the minimum standards set forth in Subsection B.
- (1) Parking lots. All parking lots in a planned unit development shall be landscaped in the following fashion:
 - (a) At a minimum, every 10th parking space shall be interrupted with a canopy tree three inches in caliper measured six inches from the top of the root ball. Such tree shall be planted at least four feet into an island perpendicular to the curb so that it is clear of vehicle overhang and opening doors. The tree shall be so positioned and the island designed so that the landscaping will not interfere with pedestrian circulation.
 - (b) All overhang areas shall be designed with a hard surface from the outside edge of the wheel bumper (head of parking stall to a distance of three feet beyond that point).
 - (2) Dwelling unit to edge of parking. The area extending between the wall of a dwelling unit to the edge of any parking area shall be landscaped to achieve a visual separation with a combination of hedges, shrubs, bollards or other similar techniques.
 - (3) Dwelling unit to edge of street. The area extending between any dwelling unit and street edge shall be landscaped with screen, buffer or ornamental planting as required to provide an appropriate transition between the two elements.
 - (4) Privacy areas. The patio and similar areas designated for privacy shall be landscaped with screen, canopy and ornamental planting.
 - (5) Maintenance, storage and refuse collection areas. These areas shall be landscaped with buffer and screen plantings to provide visual physical separation of such elements from contiguous areas.
 - (6) Landscaping for energy conservation. Landscape planting generally throughout the site shall be utilized to provide buildings with summer shade canopies, maximum winter exposure to sun, windbreaks, etc.
 - (7) Wildlife habitat. The utilization of landscape planting to promote the creation and/or

preservation of wildlife habitat must take form at two levels. The first effort is required in the areas referred to as "developed common open space." These include parks, playgrounds, backyards, walkways, etc., in which plant material selected to satisfy the needs of the human population can also have food and shelter value for bird and small game species. The second effort lies in the protection of the habitat value of the undeveloped open space and augmenting such habitat with plant material that further promotes food and shelter values.

- (8) Developed common open spaces. The developed open spaces throughout any project area shall be landscaped according to an overall plan incorporating existing plant material and supplementing it.
- (9) Utility fixtures, such as transformers, heat pumps, etc., throughout the site shall be screened with a combination of fencing and landscaping.
- (10) The rear yard and first floor of the rear outside wall of any single-family dwelling, attached or detached, must be buffered/screened from the view of any street classified as a collector, arterial, freeway or expressway.

D. Maintenance of landscaped areas.

- (1) All landscaped areas shall be maintained in a neat and professional manner throughout the life of the project, to include the replacement of plant material as required.
- (2) The agency, office or person charged with such responsibility shall be designated. All areas of the site plan to be under a common association responsibility shall be designated on the site plan.
- (3) Retention of native plant material. All efforts shall be made to retain natural plant material as required by § 203-182. Clearing shall be limited to roadways and building sites and other areas essential for the development pursuant to those sections relating to fire management and vegetation as provided for on the approved grading and soil erosion and sediment control plans.
- (4) Substitutions of existing plant material for required landscaping. Subsequent to construction of each project phase, the developer may request the Planning Board to verify the acceptability of existing native plant material and its suitability as a substitute for any proposed landscape plan.
- (5) Location of landscape material. All landscape material shall be located so as not to obstruct vision in parking areas, along roadways or in other areas accessible to motorized vehicles.
- (6) In the Pinelands Area, landscaping plans shall incorporate the elements set forth in § 203-185A(4).

§ 203-255. Signs.

Signs permitted in a PVD are identified in Article XIII, Signs, of this article. All signs utilized in a PVD shall, at a minimum, be consistent with the above section, as well as:

Township of Hamilton, NJ

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- A. Be constructed of natural materials in architectural character with the project.
- B. Be landscaped at their base in a manner to highlight the immediate area around the base of the sign.

§ 203-256. Lighting.

- A. A lighting plan shall be required for a PVD which adheres to the submission standards in Article XIV, Environmental Review and Site Analysis.
- B. At a minimum, lighting shall be provided for the following functions and areas within a planned residential project. Types of lighting required:
 - (1) Streetlighting along all project streets.
 - (a) Cutoff luminaire: not to exceed 25 feet in height. Such luminaires are to be limited to the collector streets in project areas.
 - (b) No-cutoff luminaire: not to exceed 15 feet in height. Such luminaires are to be limited to minor or local streets.
 - (c) Luminaire with less than ninety-percent cutoff: not to exceed 25 feet in height.
 - (d) The average maintained illumination measured at the pavement shall be 1.2 footcandles.
 - (2) Pedestrian lighting shall be provided along all walkways and areas frequented by pedestrian traffic that are not adequately reached by other lighting sources. Pedestrian lighting shall:
 - (a) Not exceed three feet in height.
 - (b) Be vandal proof and relatively maintenance free.
 - (c) Be in architectural character with building design.
 - (d) Be embodied into an overall landscape design whenever possible.
 - (3) Security lighting shall be provided throughout the site which shall:
 - (a) Light all security-sensitive areas, such as but not limited to areas between buildings, community buildings, pool areas, recreational areas, etc., when not in use.
 - (b) Light portions of bikepaths not lighted by other sources.
 - (c) Light addresses for individual buildings.
 - (d) Light any areas deemed to require lighting for unforeseen security purposes as recommended upon inspection of site plans by the Hamilton Township Police Department.
 - (4) Ornamental lighting shall be provided to highlight key areas of projects, such as but not

limited to entry points, landscape clusters, etc.

- (5) Recreational area lighting shall be provided for all recreational facilities incorporated as part of the recreational plan for any project. Such lighting, at a minimum, shall be installed to provide adequate illumination by which each designated recreational activity can be safely carried out. In such cases, luminaires may extend to a height of 50 feet as an exception to any regulations stated herein.
- (6) All luminaires provided shall be vandalproof and be oriented in such a fashion to preclude glare upon surrounding properties or roadways, both in and contiguous to the site.

§ 203-257. Fences.

Fences permitted in a planned village development are identified in § 203-173, Maximum height requirements for fences, walls and hedges.

§ 203-258. Waiver of density provisions.

In the event that an applicant is unable to achieve the densities set forth in § 203-249A of this article because of the requirements of the section relating to wetlands protection, the Planning Board shall waive or vary such requirements of this article regarding distances between buildings and the required housing mixes as are necessary to allow the developer to achieve the densities authorized in § 203-249A. In administering this provision the applicant shall have the burden of demonstrating that the assigned densities are not achievable, and the Planning Board shall have discretion to determine which requirements of this section shall be waived or modified.

§ 203-259. Development review.

- A. Planned development: A development in the PVD Zone District shall be considered a type of "planned development" and "planned unit development" and shall be reviewed by the Planning Board in accordance with the procedures specified in the Municipal Land Use Law for a planned development at N.J.S.A. 40:55D-39.c., -43, and -45.
- B. General development plan: General development plan approval, with vesting for 20 years, shall be available for a development in the PVD Zone District.
- C. General development plan, land use plan: The land use plan in the general development plan application shall identify any area(s) that may change in use from all residential to nonresidential or mixed residential and nonresidential.
- D. General development plan, housing plan: The housing plan in the general development plan application shall address the general locations of affordable housing units and how the construction phasing requirements of applicable COAH rules will be met.

§ 203-260. Unnecessary cost-generating features.

The Planning Board shall conduct its review of any development application in PVD District in accordance with the fast-tracking requirements of COAH rules, currently codified at N.J.A.C. 5:94-8. The applicant for a development application in the PVD Zone shall be entitled to invoke

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any rights conferred by COAH rules, including the right to request relief from cost-generating application requirements and development standards that are not essential to protect the public health and safety and reasonable variances and waivers necessary to construct the inclusionary development, in accordance with N.J.A.C. 5:94-8. These waiver and variance provisions shall not apply to development standards adopted by the Township that were established by the New Jersey Pinelands Commission pursuant to N.J.A.C. 7:50-6 and the requirements for the purchase of PDCs.

APPENDIX D

Resolution Appointing Administrative Agent

TOWNSHIP OF HAMILTON

RESOLUTION #2025-0166

A RESOLUTION AWARDING A PROFESSIONAL SERVICES CONTRACT TO REHABCO, INC. – AFFORDABLE HOUSING ADMINISTRATIVE AGENT

WHEREAS, there exists a need for an Affordable Housing Administrative Agent for the Township of Hamilton; and

WHEREAS, this contract is being awarded through a fair and open process pursuant to NJSA 19:44A-20.4 et. seq.; and

WHEREAS, the cost for this contract shall not exceed \$15,000.00, with the source of said funds being Housing Trust Fund COAH (T-39-56-850-000-001); and

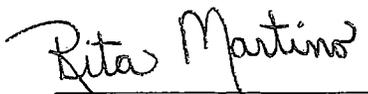
WHEREAS, the Chief Financial Officer of the Township of Hamilton, as required by N.J.A.C. 5:30-5.1, has certified that there are sufficient funds available, said certification being attached hereto and made a part hereof;

NOW THEREFORE, BE IT RESOLVED by the Township Committee of the Township of Hamilton as follows:

1. The Township Committee of the Township of Hamilton hereby authorizes the award of a Professional Service Contract to Rehabco, Inc., effective 5/5/25-5/4/26.
2. That this Agreement is awarded without competitive bidding as a Professional Service in accordance with NJSA 40A:11-5(1)(a)(i) of the Local Public Contracts Law because said services to be rendered or performed require knowledge of an advanced type in a field of learning acquired by a prolonged formal course of specialized instruction distinguished from general academic instruction or apprenticeship and training.
3. Notice of this appointment shall be published in accordance with NJSA 40A:11-5(1)(a)(i).
4. The Mayor and Township Clerk are authorized to execute the agreement.

COMMITTEE MEMBER	MOTION	YES	NO	ABSTAIN	ABSENT
CHEEK		X			
NELSON		X			
PITALE	2	X			
WITHERSPOON	1	X			
MAYOR SCHENKER		X			

Certified to be a true copy of a resolution which was adopted by the Township Committee of the Township of Hamilton, County of Atlantic on the 5th day of May, 2025.


 Rita Martino, RMC, CMR
 Township Clerk

APPENDIX E

Resolution Appointing Municipal Housing Liaison (MHL)

TOWNSHIP OF HAMILTON**RESOLUTION #2024-0233****RESOLUTION TO APPOINT WILLIAM JOHNSON AS
MUNICIPAL HOUSING LIAISON
OF THE TOWNSHIP OF HAMILTON**

BE IT RESOLVED by the Township Committee of the Township of Hamilton, County of Atlantic, State of New Jersey, that William Johnson be and is hereby appointed the Regular Dual Position Municipal Housing Liaison effective June 17, 2024 pursuant to the provisions of the Chapter 60, Article XXV of the Township Code.

BE IT FURTHER RESOLVED by the Township Committee of the Township of Hamilton, that William Johnson be and is hereby appointed Municipal Housing Liaison effective June 17, 2024 at \$12,000 per year funded by the Housing Trust.

COMMITTEE MEMBER	MOTION	YES	NO	ABSTAIN	ABSENT
CHEEK	2	x			
LAWS					x
PITALE		x			
WITHERSPOON	1	x			
MAYOR SCHENKER		x			

Certified to be a true copy of a resolution which was adopted by the Township Committee of the Township of Hamilton, County of Atlantic on the 17th day of June, 2024.

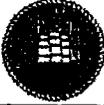
Rita Martino, RMC, CMR
Township Clerk

APPENDIX F

Conifer Project Documentation



ATLANTIC COUNTY, NJ
 EDWARD P. McGETTIGAN, COUNTY CLERK
 RCPT # 1327326 RECD BY Yvette
 REC FEES \$430.00
 RECORDED 06/30/2017 03:32:05 PM
 INST # 2017036786

 Atlantic County Document Summary Sheet	
ATLANTIC COUNTY CLERK 5901 MAIN ST MAYS LANDING, NJ 08330	Return Name and Address Title America Agency Corp 185 W. White Horse Pike, Berlin, NJ 08009 Voice: 856-767-8573 * Fax: 856-767-1156 Agent File Number: TA-49533-1

Official Use Only

Submitting Company		Title America Agency Corp			
Document Date (mm/dd/yyyy)		06/29/2017			
Document Type		DEED RESTRICTION			
No. of Pages of the Original Signed Document (including the cover sheet)		41			
Consideration Amount (if applicable)					
First Party (Grantor or Mortgagor or Assignor) (Enter up to five names)	Name(s) <small>(Last Name, First Name Middle Initial, Suffix) (or Company Name as written)</small>	Address (Optional)			
	New Jersey Housing and Mortgage Finance Agency				
Second Party (Grantee or Mortgagee or Assignee) (Enter up to five names)	Name(s) <small>(Last Name, First Name Middle Initial, Suffix) (or Company Name as written)</small>	Address (Optional)			
	Harding Housing Associates, LLC				
Parcel Information (Enter up to three entries)	Municipality	Block	Lot	Qualifier	Property Address
	Hamilton Twp.	1131	5.01		4700 Harding Highway
Reference Information (Enter up to three entries)	Book Type	Book	Beginning Page	Instrument No.	Recorded/File Date

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DOCUMENT SUMMARY SHEET (COVER SHEET) IS PART OF ATLANTIC COUNTY FILING RECORD. RETAIN THIS PAGE FOR FUTURE REFERENCE.

Record and Return to:

Kathleen Mount, Paralegal

Division of Loan Closings

New Jersey Housing and Mortgage

Finance Agency

637 South Clinton Avenue

P.O. Box 18550

Trenton, New Jersey 08650-2085

HARDING HOMES

HMFA #2982

FINANCING, DEED RESTRICTION AND REGULATORY AGREEMENT

between

NEW JERSEY HOUSING AND MORTGAGE FINANCE AGENCY

and

HARDING HOUSING ASSOCIATES, LLC

Prepared by:



Nels J. Lauritzen

Deputy Attorney General

Construction and Permanent Financing
[Revised August 2004]

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Schedule A. Legal Description

THIS FINANCING, DEED RESTRICTION AND REGULATORY AGREEMENT (this "Agreement") is made and entered into as of June 29, 2017, between the **NEW JERSEY HOUSING AND MORTGAGE FINANCE AGENCY** (the "Agency"), a body politic and corporate and an instrumentality exercising public and essential governmental functions of the State, created pursuant to the New Jersey Housing and Mortgage Finance Agency Law of 1983, N.J.S.A. 55:14K-1 et seq. (the "Act"), and **HARDING HOUSING ASSOCIATES, LLC**, (together with its successors and assigns, the "Owner"), a limited liability company organized and existing pursuant to the laws of the State of New York, duly authorized to transact business in the State of New Jersey, and a qualified housing sponsor within the meaning of the Act.

WITNESSETH:

In consideration of the mutual covenants and undertakings set forth herein, and other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, the Agency and the Owner hereby agree as follows:

Section 1. Definitions and Interpretation

The following terms shall have the respective meanings set forth below:

"Act" means the New Jersey Housing and Mortgage Finance Agency Law of 1983, as amended from time to time, P.L. 1983, c. 530, N.J.S.A. 55:14K-1 et seq.

"Agency Financing" means the First Mortgage Loan.

"Agency Regulations" means the regulations promulgated by the Agency pursuant to the Act and any policies, procedures or guidelines issued by the Agency with respect to the housing projects financed by the Agency under the Act, all of the foregoing as they may be amended from time to time.

"Approvals" means all federal, state, county, municipal and other governmental permits, licenses, and approvals for the construction of the Project.

"Assignment of Leases" means the Assignment of Leases between the Owner and Agency given by the Owner to the Agency as additional security for the repayment of the First Mortgage Loan.

"Bonds" means the New Jersey Housing and Mortgage Finance Agency Multi-Family Housing Revenue Bonds, issued under the Resolution.

"CDBG Mortgage" means the second mortgage and security agreement of even date

herewith given by the Owner to the Agency to secure the payment of the CDBG Mortgage Note and that constitutes a valid second lien on the Project.

"CDBG Mortgage Loan" means the second mortgage loan made to the Owner by the Agency to finance or refinance a portion of the cost of development, construction, and/or acquisition of the Project, which are evidenced by the CDBG Mortgage Note and secured by the CDBG Mortgage.

"CDBG Mortgage Note" means the interest-bearing, non-recourse promissory note, made by the Owner to the Agency, that contains the promises of the Owner to pay the sums of money stated therein at the times stated therein and that evidences the obligation of the Owner to repay the CDBG Mortgage Loan which is a valid second lien on the Property.

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

"Construction Contract" means the agreement between the Owner and Conifer-LeChase Construction, LLC, or any other agreement executed by the Owner and approved by the Agency, for the construction of the Project in accordance with the plans and specifications for the Project approved by the Agency.

"Continuing Disclosure Agreement" means the Continuing Disclosure Agreement between the Agency and the Trustee pertaining to the Bonds as the same may hereafter be modified, supplemented or amended.

"Day" or **"Days,"** whether or not the word is a capitalized term, shall mean calendar day or day(s) unless otherwise specified.

"Disbursement Agreement" means the agreement whereby the Owner and other parties thereto agree that the Agency shall hold and disburse all funds other than the Bond proceeds required for construction of the project.

"Environmental Laws" shall mean and include any federal, State, or local statute, law, ordinance, code, rule, regulation, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic, or dangerous waste, substance, element, compound, mixture or material, as now or at any time hereafter in effect including, without limitation, the Federal Comprehensive Environmental Response, Compensation and Liability Act of 1980 as amended, 42 U.S.C. Sections 9601 et seq., the Federal Hazardous Materials Transportation Act, as amended 42 U.S.C. Sections 1801 et seq., the Federal Resource Conservation and Recovery Act as amended, 42 U.S.C. Sections 6901 et seq., the Superfund Amendments and Reauthorization Act, 42 U.S.C. Sections 9601 et seq., the Federal Toxic Substances Control Act, 15 U.S.C. Sections 2601 et seq., the Federal Hazardous Material Transportation Act, 49 U.S.C. Sections 1801 et seq., the Federal Clean Air Act, 42 U.S.C. Sections 7401 et seq., the Federal Water Pollution Control Act, 33 U.S.C. Sections 1251 et seq., the Rivers and Harbors Act of 1899, 33 U.S.C. Sections 401 et seq.,

the Residential Lead-Based Paint Hazard Reduction Act of 1992, 42 U.S.C. Section 4852d, the New Jersey Environmental Cleanup Responsibility Act, as amended, N.J.S.A. 13:1K-6 et seq., the New Jersey Industrial Site Recovery Act, N.J.S.A. 13:1K-6 et seq., the Spill Compensation and Control Act, as amended, N.J.S.A. 58:10-23.11 et seq., the New Jersey Tank Registration Act, N.J.S.A. 58:10A-21 et seq., the New Jersey Water Pollution Control Act, as amended, N.J.S.A. 58:10A-1 et seq., and all rules and regulations adopted and publications promulgated thereto, or any other so-called "Superfund" or "Superlien" laws, or any other federal, State or local environmental law, ordinance, code, rule, or regulation, order or decree as any of the foregoing have been, or are hereafter amended.

"Environmental Report" means the Phase I Environmental Site Assessment prepared by Environmental Resolutions, Inc., Report No. 31446-01, dated November, 2013.

"Event of Default" means any of the events set forth in Section 30 of this Agreement.

"First Mortgage" means that first mortgage and security agreement of even date herewith given by the Owner to the Agency to secure the payment of the First Mortgage Note I and II and that constitutes a valid first lien on the Project and the Land.

"First Mortgage Loan" means the first mortgage loan made to the Owner by the Agency to finance or refinance a portion of the cost of the development, construction, rehabilitation and/or acquisition of the Project, which is evidenced by the First Mortgage Note I and II and secured by the First Mortgage.

"First Mortgage Note" or "First Mortgage Notes" or "First Mortgage Notes I and II" means the interest bearing, non-recourse promissory note, made by the Owner to the Agency, that contains the promise of the Owner to pay the sum of money stated therein at the times stated therein and that evidences the obligation of the Owner to repay the First Mortgage Loan.

"First Mortgage Note I" or "Note I" means the interest bearing, non-recourse long term promissory note made by the Owner to the Agency, that contains the promise of the Owner to pay the sum of money stated therein at the times stated therein and that evidence the obligation of the Owner to repay the First Mortgage Loan.

"First Mortgage Note II" or "Note II" means the interest bearing, non-recourse short term promissory note made by the Owner to the Agency that contains the promise of the Owner to pay the sum of money stated herein at the times stated therein and that evidence the obligation of the Owner to repay the First Mortgage Loan.

"Hazardous Materials" shall mean and include those elements, materials, compounds, mixtures or substances that are contained in any list of hazardous substances adopted by the United States Environmental Protection Agency (the "EPA") or any list of toxic pollutants designated by Congress, the EPA, or the New Jersey Department of Environmental Protection ("NJDEP"), or that

are defined as hazardous, toxic, pollutant, infectious, flammable or radioactive by any of the Environmental Laws, and, whether or not included in such lists, shall be deemed to include all products or substances containing petroleum, asbestos, lead, and polychlorinated biphenyls.

"HUD" means the United States Department of Housing and Urban Development.

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

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

"Loan Documents" means and includes but is not limited to, this Agreement, the First Mortgage and Security Agreement, the First Mortgage Note, the Assignment of Leases, the UCC-1 Financing Statements, the Assignment of Syndication Proceeds, Disbursement Agreement, and in the event the Project is receiving Tax-Exempt Financing, the Tax Certificate.

"Low Income Tenants" means occupants of the Project who have income of 60 percent or less of the area median gross income, adjusted for family size, as determined under Section 142(d) and 42(g) of the Code, as applicable to the Project's financing structure.

"Mortgage(s)" shall mean any and all mortgages securing the Agency Financing.

"Permitted Encumbrances" means any

(i) Utility, access and other easements and rights of way, restrictions and exceptions that do not, individually or in the aggregate, materially impair the utility or value of the Project or Land for the purposes for which it is intended;

(ii) Liens that are being contested in good faith and for which the Owner has provided security satisfactory to the Agency;

(iii) Liens subordinate to the First Mortgage Loan arising due to any monies loaned in connection with the Project or other monies loaned to the Owner, provided such liens are disclosed to and approved by the Agency in writing; and

(iv) Any other encumbrances approved by the Agency in writing.

"Plans" means all construction, architectural and design contracts and all architectural design plans and specifications.

"Project" means the multifamily residential rental project constructed or otherwise financed with the proceeds of the Agency Financing and all other improvements to be constructed or located on the Land.

"Project Revenues" means all rents and other revenues of any type whatsoever received with respect to the Project or Owner, except for advances of the Agency Financing.

"Qualified Bond Counsel" means an attorney or law firm acceptable to the Agency with respect to the issuance of bonds by states and their political subdivisions for the purpose of financing housing projects.

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

(i) the date which is 15 years after the date on which 50 percent of the residential units in the Project are occupied,

(ii) the first day on which no tax-exempt private activity bond issued with respect to the Project is outstanding, or

(iii) the date on which any assistance provided with respect to the Project under Section 8 of the United States Housing Act of 1937 terminates.

"Residential Rental Project" means a qualified residential rental project as defined in Section 142(d) and 42(g) of the Code, as applicable to the Project's financing structure.

"Resolution" means the General and Series Resolutions and/or supplemental Resolutions of the Agency authorizing the sale and issuance of the Agency's Bonds, in connection with the financing or refinancing of the Project.

"Servicing Fee" means the servicing fee that is due from the Owner to the Agency as set forth in the First Mortgage Note.

"State" means the State of New Jersey.

"Tax Certificate" means the Tax Certificate for Borrowers of Tax-Exempt Bond Proceeds, if the Project is receiving Tax-Exempt Financing.

"Tax Credits" means low income housing tax credits that the Project may receive pursuant to the Code.

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

"Trustee" means the institution named under the Resolution and designated to act as trustee thereunder with respect to the Bonds, and its successors.

"UCC-1 Financing Statements" means the UCC-1 financing statements between the Owner and Agency given by the Owner to the Agency as additional security for the repayment of the Agency Financing.

Section 2. Background and Purpose

The Owner will construct and/or rehabilitate and shall own, maintain, and operate the Project and the Land. The Project consists of 99 units of housing in the Township of Hamilton, County of Atlantic, State of New Jersey. To obtain financing for the Project, the Owner has applied to the Agency for the Agency Financing pursuant to the provisions of the Act. The Project and the Land constitute a "housing project" as defined in the Act.

In connection with its application for the First Mortgage Loan, the Owner has furnished to the Agency Project information, including the description of the Land on which the Project is to be situated, plans and specifications for the construction and/or rehabilitation of the Project, the tenant population that is to be housed in the Project, the number of units of each type to be included therein, the estimated cost of providing the Project, information as to the projected income and expenses of the Project once completed and placed in operation and arrangements for the payments in lieu of taxes with respect to the Project. In approving the application and as a basis for providing the Agency Financing, the Agency has relied upon all of the foregoing Project information.

The First Mortgage Loan is an "eligible loan," as defined in the Act. The Agency intends to make the First Mortgage Loan from funds obtained or to be obtained through the issuance of Bonds. To secure payment of the Bonds, if issued, the Agency will pledge payments due from the Owner from its repayment of the First Mortgage Loan, when made. As a condition of the Agency's approval of the Owner's application for the First Mortgage Loan, the Owner and the Agency have entered into the Loan Documents.

In addition to the First Mortgage Loan, the Owner has obtained and the Agency has approved funding for the Project as follows:

Fund for Restoration of Multifamily Housing ("FRM")	\$16,047,181
Low Income Housing Tax Credits ("LIHTC") (estimated)	\$ 9,543,521

The Owner will make an investment in the Project as provided in Section 42 of this Agreement.

Section 3. Residential Rental Property

The Owner hereby represents, covenants, warrants and agrees that:

(a) The Project shall be owned, managed, and operated exclusively as a multi-family residential rental property and, in the event the Project receives Tax-Exempt Financing, as a Residential Rental Project. The Project shall be comprised of a building or structure or several buildings or structures containing similarly constructed dwelling units, together with any functionally related and subordinate facilities and such other non-dwelling units as approved by the Agency, except that in the event the Project receives Tax-Exempt Financing or Tax Credits, the Project shall consist solely of a Residential Rental Project and no commercial or other facilities may be part of the Project unless permitted by the Agency, the Code or IRS Regulations.

(b) The Project shall contain one or more similarly constructed dwelling units, each of which will contain separate and complete facilities for living, sleeping, eating, cooking and sanitation for a single person or a family including a living area, a sleeping area, bathing and sanitation facilities and cooking facilities equipped with a cooking range, refrigerator and sink.

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

(d) All of the units shall be rented or available for rent on a continuous basis to members of the general public and the Owner will not give preference to any particular class or group in renting the dwelling units in the Project, except to the extent that dwelling units are required to be leased or rented to tenants as provided under Section 4 of this Agreement.

(e) In the event the Project receives Tax-Exempt Financing or Tax Credits, the Project shall comply with any additional requirements of the Code or IRS Regulations dealing with the residential character of the Project.

(f) All dwelling units have been and shall be occupied by or held available for rental only to members of the general public, without regard to race, creed, religion, national origin or sex.

Section 4. Occupancy Restrictions Governing Tenant Income

The Owner acknowledges that as a condition of receiving financing pursuant to the Act, there are limits on the maximum income that tenants may earn in order to be eligible to lease, occupy, and/or reside in a unit at the Project. The Owner agrees to comply with the income restrictions as set forth in the Act and the Agency Regulations promulgated under the Act governing income restrictions.

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

In compliance with the foregoing income restrictions, the Owner agrees to rent 40 percent of the units at the Project to tenants whose income does not exceed 60 percent of the area's median income adjusted for family size, as median income is defined by the United States Department of Housing and Urban Development, from time to time. The Owner acknowledges that if the income restrictions set forth in this paragraph are more restrictive than the restrictions prescribed under the Act and/or the Code, that the Owner will abide by the most stringent restrictions as an inducement for and part of the consideration for the Agency to make the Agency Financing.

In the event the Project is receiving Tax-Exempt Financing, the Owner hereby represents, warrants and covenants that at all times throughout the Qualified Project Period, not less than 40 percent of the units shall be leased to qualified Low-Income Tenants. For purposes of complying with these requirements, any dwelling unit occupied by an individual or family who is a Low Income Tenant at the commencement of occupancy shall continue to be treated as if occupied by a Low Income Tenant even though such individual or family subsequently ceases to be a Low Income Tenant. The preceding sentence shall not apply to any resident whose income as of the most recent income determination exceeds 140 percent of the income limit applicable to such resident, if after such determination, but before the next determination, any residential unit of comparable or smaller size in the Project is occupied by a new resident whose income exceeds the applicable income limit. If a unit is vacated by an individual or family who qualified as a Low Income Tenant, such dwelling unit shall be treated as occupied by a Low Income Tenant until reoccupied (other than for a temporary period of not more than 31 days), at which time the character of the unit shall be redetermined.

In addition, if the Project is receiving Tax-Exempt Financing, the Owner hereby represents, warrants and covenants that at all times throughout the Qualified Project Period, the Owner shall comply with its representations, warranties and covenants in the Tax Certificate.

Section 5. Representations, Warranties and Covenants of the Owner

The Owner represents, warrants and covenants that:

(a) The Owner (i) is a limited liability company duly organized and validly existing under the laws of the State of New York, duly authorized to transact business in the State and a qualified housing sponsor within the meaning of the Act, (ii) has provided the Agency with a true and complete filed copy of its certificate of formation and Amended and Restated Operating Agreement, with all amendments to any such documents, (iii) has the power and authority to own its

properties and assets including the Project and Land and to carry on its business as now being conducted (and as now contemplated), and (iv) has the power to execute and perform all the undertakings of this Agreement and the other Loan Documents.

(b) To the best of the Owner's knowledge after due and diligent inquiry, the execution and performance of this Agreement, the other Loan Documents and other instruments required pursuant to this Agreement by the Owner (i) shall not violate or, as applicable, have not violated, any provision of law, rule or regulations, any order of any court or other agency or government or any provision of any document to which the Owner is a party, and (ii) will not violate or, as applicable, have not violated, any provision of any indenture, agreement or other instrument, or result in the creation or imposition of any lien, charge or encumbrance of any nature other than the liens created hereby or permitted hereunder.

(c) All necessary action has been taken by the Owner to authorize the Owner's execution, delivery and performance of the Loan Documents.

(d) The Loan Documents have been duly executed and delivered by the Owner and constitute the valid and legally binding obligations of the Owner, enforceable against the Owner in accordance with their respective terms.

(e) The Owner has, at the time of execution of this Agreement, good and marketable fee simple title to the Project and Land free and clear of any lien or encumbrance, except for Permitted Encumbrances. It will continue to retain ownership of the Project and Land during the term of the Mortgage(s), subject to the terms of this Agreement and the other Loan Documents, the Act, the Agency Regulations, and if applicable, the Code or IRS Regulations.

(f) There is no arbitration, mediation or other dispute resolution proceeding now pending or, to the knowledge of the Owner after due and diligent inquiry, threatened against or affecting it, or any if its properties or rights, which would impair its right to carry on business as now conducted, or as contemplated to be conducted under this Agreement, or would materially adversely affect its financial condition.

(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 Owner after due and diligent inquiry, threatened against or affecting it, or any of its properties or rights, which, if adversely determined, would impair its right to carry on business substantially as now conducted, or as contemplated to be conducted under this Agreement, or would materially adversely affect its financial condition.

(h) The operation of the Project in the manner presently contemplated and as described in this Agreement will not conflict with any zoning, water or air pollution or other ordinance, order, law or regulation applicable thereto. The Owner has caused the Project to be designed in accordance with all federal, State and local statutes, laws, ordinances, code, rule, order,

regulation or decree relating to zoning, building, safety and environmental quality. Further, the Owner has or will receive all necessary governmental approvals and building permits for the Project.

(i) The Owner has filed or caused to be filed by it all federal, State and local tax returns which are required to be filed by it, and has paid or caused to be paid all taxes as shown on said return(s) or on any assessment received by it, to the extent that such taxes have become due.

(j) The Owner is not in material default in the performance, observance or fulfillment of any other obligations, covenants or conditions contained in any material agreement or instrument to which it is a party.

(k) To the best of its knowledge after due and diligent inquiry, the information contained in the legal description of the Land as set forth in Schedule "A" is accurate in all material respects and does not contain any untrue statements of a material fact or omit to state a material fact necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading.

(l) If the Agency issues Bonds to finance the Project, all information contained in the Preliminary Official Statement and Official Statement as it relates to the Owner, the Project and the Land, as of the date on which the Preliminary Official Statement and Official Statement are furnished to the underwriter, did not and will not contain any untrue statement of a material fact and did not and will not omit to state a material fact necessary in order to make the statements made therein, in light of the circumstances under which they were made, not misleading. If the Project receives Tax-Exempt Financing, the Owner shall not take or permit any action to be taken which would have the effect, directly or indirectly, of causing interest on any Bonds to be included in gross income for purposes of federal or State income taxation.

(m) The Owner has not and will not execute any other agreement with provisions contradictory to, or in opposition to, the provisions hereof or the Loan Documents and in any event the Owner acknowledges that the requirements of this Agreement and the other Loan Documents are paramount and controlling as to the rights and obligations therein and shall supersede any other requirements in conflict therewith.

(n) All statements contained in all applications, correspondence or other materials as amended from time to time and delivered to the Agency by the Owner in connection with the Agency Financing or relating to the Project and/or the Land are accurate in all material respects and do not contain any untrue statements of a material fact or omit to state a material fact necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading.

(o) The Owner will not permit any modification or amendment of the Owner's charter, articles of incorporation or association, by-laws or partnership agreement or other governing instrument or instruments, or a transfer of any stock or ownership interest, which would impair its

right to carry on business as now conducted, or as contemplated to be conducted under this Agreement.

(p) The representations, covenants and warranties of the Owner contained in this Agreement on the date of its execution are true and shall continue to be true at all times during the term of this Agreement. The Owner has a continuing obligation to notify the Agency if any of the representations, covenants and warranties contained in this Agreement is no longer true.

(q) No event has occurred and no condition exists which constitutes an Event of Default under this Agreement or the other Loan Documents or which, but for a requirement of notice or lapse of time, or both, would constitute such an Event of Default.

(r) A true copy of the entire contract for construction of the Project, with all modifications and addenda to date, has been delivered to the Agency and no default exists under such contract.

(s) The Owner has entered into an agreement with the municipality in which the Land is situated providing for real property tax abatement or payments in lieu of taxes by the Owner with respect to the Project and Land. A true copy of such agreement and all amendments thereto have been furnished to the Agency, are in full force and effect, and no proceedings questioning its validity are pending or threatened.

(t) The Owner has provided the Agency with a 100% payment and performance bond in a form acceptable to the Agency to ensure that the Project shall be properly completed in accordance with the plans and specifications and that all contractors, subcontractors, suppliers, materialmen, and vendors performing work on the Project have been paid.

(u) At the time of completion of the construction of the Project, the Owner shall obtain valid releases acceptable to the Agency from all contractors and subcontractors who have performed work on the Project.

Section 6. Environmental Representations, Warranties and Covenants of the Owner

Except as disclosed in the Environmental Report, a copy of which was provided to and approved by the Agency, the Owner represents, warrants and covenants as follows:

(a) Neither Owner nor, to the best of the Owner's knowledge, information and belief, any prior owner or any current or prior tenant, subtenant, or other occupant of all or any part of the Project or Land has used or is using Hazardous Materials on, from or affecting the Project or Land in any manner that violates any Environmental Laws, and no Hazardous Materials have been or will be disposed of or stored on the Project or Land intentionally or unintentionally, directly or indirectly, or by any person whether related or unrelated to Owner.

(b) The Owner has received no notice from any person or entity, public or private, claiming any violation of any Environmental Laws with regard to the Project or Land. There have been no claims, litigation, administrative proceedings, whether actual or threatened, or judgments or order relating to any Hazardous Materials, hazardous wastes, discharges, emissions, or other forms of pollution relating to the Project and/or Land.

(c) The Project and Land do not contain any asbestos-containing material in friable form, and there is no current and will be no future airborne contamination of the Project or Land by asbestos fiber, including any potential contamination that would be caused by maintenance or tenant activities in the Project.

(d) To the best of the Owner's knowledge, information and belief, there have been no Hazardous Materials, hazardous substances or hazardous wastes, as defined by the Industrial Site Recovery Act, N.J.S.A. 13:1K-6 et seq. (P.L. 1993, C.112), Spill Compensation and Control Act (N.J.S.A. 58:10-23.11 et seq.), CERCLA as amended (42 U.S.C. Subsection 9601 et seq.), or any other applicable Environmental Laws generated, manufactured, refined, transported, treated, stored, handled, discharged, spilled or disposed of on the Project and/or Land.

(e) There are no underground storage tanks in the Project or on the Land except as disclosed to the Agency in the Environmental Report. The Owner agrees to maintain, operate, monitor or close all underground storage tanks strictly in compliance with the applicable Environmental Laws.

(f) There is no lead-based paint hazard at the Project and no lead-contaminated soil on the Land except as disclosed to the Agency in the Environmental Report. The Owner agrees to perform any lead-hazard abatement or remediation activities with the approval of the Agency and strictly in compliance with applicable federal and State laws and regulations. The Owner of any housing constructed prior to 1978 ("Target Housing") agrees to provide lead warning statements and to disclose known lead-based paint hazards to all tenants and prospective tenants in Target Housing as required by 42 U.S.C. Section 4852d and the federal regulations promulgated thereunder.

(g) The Project is not located within "freshwater wetlands" or a "transition area," each as defined by N.J.S.A. 13:9B-3, and will be or has been constructed in compliance with the New Jersey Freshwater Wetlands Protection Act, as amended, N.J.S.A. 13:9B-1 et seq., and the rules and regulations promulgated thereunder.

(h) The Owner will construct, maintain, and operate the Project and Land, and will cause its tenants to use and operate the Project and Land, in compliance with all Environmental Laws.

Section 7. Reporting Requirements

The Owner agrees to comply with the following reporting requirements:

(a) The Owner shall obtain from each tenant, prior to the date of such tenant's initial occupancy in the Project, an income certification in the form required by the Agency, or in the event the Project receives Tax-Exempt Financing and/or Tax Credits, the Owner shall obtain the certification in the form required by the Code or IRS Regulations. The Owner shall obtain income recertifications from each tenant at such times as required by the Act or the Agency Regulations or, if applicable, the Code or IRS Regulations.

(b) The Owner shall file with the Agency, (i) on the fifth day of each month, copies of the initial occupancy income certifications specified in Section 7(a) hereof obtained by the Owner during the previous month and (ii) within 45 days of the end of each calendar year copies of the recertifications specified in Section 7(a) hereof, or at such other times as required by the Act or the Agency Regulations or, if applicable, the Code or IRS Regulations.

(c) The Owner shall maintain complete and accurate records beginning with the date of initial occupancy pertaining to the income of each tenant and rent charged to tenants residing in the Project, and shall permit, with or without notice to the Owner, any duly authorized representative of the Agency to inspect the books and records of the Owner pertaining to the incomes of and rent charged to all tenants residing in the Project.

(d) The Owner shall maintain and/or provide to the Agency such other reports, records and information as required by the Act, the Agency Regulations or, if applicable, the Code or IRS Regulations.

(e) In the event the Project is receiving Tax-Exempt Financing, the Owner shall submit to the Secretary of the United States Department of the Treasury, at such time and in such manner as the Secretary shall prescribe, an annual certification as to whether the Project continues to meet the requirements of Section 142(d) of the Code. A copy of such certification shall be sent to the Agency.

(f) In the event the Project is receiving a subsidy or subsidies from HUD, the Owner shall comply with the reporting requirements imposed by HUD therefor.

Section 8. Covenants to Run With the Land

(a) The Agency and the Owner hereby declare their understanding and intent that the burden of the covenants, reservations and restrictions set forth in this Agreement touch and concern the Land in that the Owner's legal interest in the Project and Land is rendered less valuable thereby. The Agency and the Owner hereby further declare their understanding and intent that the benefit of such covenants, reservations and restrictions touch and concern the Project and Land by enhancing and increasing the enjoyment and use of the Project and the Land by the tenants, contemplated under this Agreement and by furthering the public purposes for which the First Mortgage Loan is made and the Bonds, if any, are to be issued. The covenants, reservations and

restrictions hereof shall apply uniformly to the entire Project and Land. Except as provided in subsection (b) below, the covenants, reservations and restrictions set forth herein shall be deemed covenants running with the Land and hereof and shall pass to and be binding upon the Owner's assigns and successors in title to the Land or Project. Each and every contract, deed or other instrument hereafter executed covering or conveying the Project or the Land or any portion thereof shall conclusively be held to have been executed, delivered and accepted subject to such covenants, reservations and restrictions, regardless of whether such covenants, reservations and restrictions are set forth in such contract, deed or other instruments. If a portion or portions of the Project or Land are conveyed, all of such covenants, reservations and restrictions shall run to each portion of the Project and Land.

(b) Upon termination of this Agreement in accordance with Section 9 hereof, said covenants, reservations and restrictions shall expire and in such event, the Agency shall, at the expense of the Owner, execute any and all instruments reasonably required to evidence of record the satisfaction, cancellation and discharge of this Agreement.

Section 9. Term

This Agreement shall remain in full force and effect until all indebtedness from the Owner to the Agency with respect to the Project shall have been paid in full in accordance with the provisions of this Agreement, the First Mortgage Note and the other Loan Documents, provided however that (a) if the First Mortgage Loan is prepaid, this Agreement shall remain in effect as provided in the Agency Regulations governing prepayment, and (b) if the Project is receiving Tax-Exempt Financing, this Agreement shall remain in full force and effect for a period not less than the Qualified Project Period.

Section 10. Construction and Funding

A. Construction of Project

The Owner covenants and agrees to comply with all the provisions of the Construction Contract. The Owner covenants and agrees to diligently pursue the construction of the Project to completion by the date of completion in the Construction Contract, time being of the essence, in accordance with the plans and specifications for the Project approved by the Agency.

The Owner shall not approve or allow to occur any change in the plans and specifications for the Project or any change order under the Construction Contract except with the prior express approval of the Agency in the manner provided in the Construction Contract. Construction of the Project shall at all times be subject to the inspection, review, regulation and approval of the Agency and its duly authorized representatives as provided in the Construction Contract. Any such inspection, review, regulation and approval of the Agency shall be solely for its benefit for the purpose of assuring that the programs and goals of the Agency are being fulfilled and, when applicable, for the benefit of the holders of Bonds under the Resolution and in furtherance of its

obligations under the Act and shall not be construed as making the Agency a party to the Construction Contract, nor shall it relieve the Owner of any of its obligations under this Agreement, the Construction Contract or Loan Documents.

Pursuant to the Act, the Owner agrees that it will not pay nor will it permit any contractor or subcontractor engaged in the construction of the Project to pay any workers employed on the construction of the Project less than the prevailing wage rate as determined by the Commissioner of Labor and Industry pursuant to, and in accordance with, the New Jersey Prevailing Wage Rate Act, N.J.S.A. 34:11 et seq., or, should the Project or the tenants of the Project be subject to federal assistance, then as determined by the Secretary of the United States Department of Labor in accordance with the Davis-Bacon Act, as amended, 40 U.S.C. Sections 276a to 276a-5, to the extent applicable. The Owner shall cause the Construction Contract to include the provisions of this paragraph.

The Construction Contract provides for performance and payment bonds in favor of the Agency and the Owner. The Owner shall not do any act that would cause the release, in whole or in part, of the surety bond or bonds issued in connection with the Construction Contract, including, without limitation, deviation from the payment schedule, waiver of any requirements imposed on the general contractor or any subcontractor under the Construction Contract or consent to any change in the plans and specifications or scope of the work, unless such act would not cause any release because the surety has consented thereto.

The Owner covenants and agrees to notify the Agency in writing within three (3) business days of the occurrence of any default under the Construction Contract or the Loan Documents.

B. Funding of Construction

Upon and subject to the terms and conditions of the Loan Documents, the Agency agrees to advance to the Owner in successive advances as described herein the lesser of: (1) \$14,859,919 or (2) 90% of the cost of the Project as established by the Agency in accordance with its normal procedures for auditing or otherwise verifying Project cost.

The Owner agrees to contribute equity toward the construction of the Project as may be required pursuant to Section 42 of this Agreement and to pay all cost overruns related to the construction and completion of the Project.

The Owner covenants and agrees, upon completion of the Project, to certify to the Agency the actual cost of the Project. This cost as certified by the Owner shall be audited and verified by the Agency in accordance with its normal procedures. In the event that the amount advanced on the Agency Financing shall exceed 90% of the cost of the Project, the Owner shall pay forthwith to the Agency the amount of such excess, as determined by the Agency, notwithstanding any prepayment restrictions otherwise applicable, as an allowed partial prepayment of the Agency Financing. . When

the Agency has completed its audit and verification, it shall promptly notify the Owner in writing of the actual Project cost as finally determined by the Agency.

C. Procedures for Advances

The Owner shall establish a Project construction account with a bank or trust company in the State of New Jersey approved by the Agency that is a member of the Federal Deposit Insurance Corporation. The account shall be under the joint control of the Owner and the Agency, and shall also allow the Agency to unilaterally withdraw funds for:

1. payment back to the Trustee or the Agency, including, without limitation, payments back to the Agency to prevent funds remaining in the account for more than ninety (90) days;
2. payment to the Agency for construction interest payments, debt service payments, escrow requirements, and Servicing Fees; and
3. payment of other costs for construction of the Project.

The Agency will provide written notice to the Owner of its actions. Advances shall be deposited directly to such Project construction account.

D. Conditions Precedent to Advances

The Agency's obligation to make each advance under the Agency Financing shall be subject to the requirements of the Resolution, and to the satisfaction of the following conditions precedent, any of which may be waived in whole or in part by the Agency:

1. each of the Owner's covenants, agreements, representations and warranties contained in this Agreement shall continue to be true and shall not have been breached as of the date of each advance;
2. the full amount of all previous advances shall have been expended for Project costs approved by the Agency;
3. all work performed and material furnished for the Project shall be in accordance with the plans and specifications for the Project and all work shall have been properly performed to the satisfaction of the Agency;
4. no event shall have occurred and no conditions shall exist that would prevent the advance from becoming a valid mortgage lien on the Project and Land or secured by a prior perfected security interest on all other collateral mentioned in the Mortgage(s). If the Agency shall deem it necessary or desirable, all or part of any advance may be disbursed in escrow to a title insurance company licensed to do business in the State of New Jersey for the purposes of discharging any construction

or other lien on the Project and Land or on any other security mentioned in the Mortgage(s); and

5. the Agency shall have received a currently dated, certified survey of the Land showing that the Project construction is within the Land (and any required setbacks) and does not encroach on the property of others, which survey shall only be required as a condition precedent to the first and final advances.

Advances during construction will be made once a month in an amount sufficient to pay the applicable percentage of Contractor's and/or Owner's requisitions (less retainage) for the cost of construction of the Project then due and payable under the terms of the Construction Contract and approved by the Agency. Advances may be made at such other times or intervals as may be determined by the Agency.

The final advance shall be made only after the Agency has completed its cost certification for the Project and only after the Agency has received a Certificate of Occupancy from the Owner for all dwelling units in the Project.

Section 11. Insurance; Condemnation

During the term of the Agency Financing, the Owner shall cause all the buildings on the premises and the fixtures and articles of personal property covered by the Loan Documents to be insured against loss by fire and against loss by such other hazards as may be required by the Agency for the benefit of the Agency including, but not by way of limitation, flood insurance if any part of the Project is located in an area designated by or on behalf of the federal government as having specific flood hazard. Such insurance shall be written by companies, in forms as are satisfactory to the Agency, and in amounts not less than the full replacement value of the Project. The Owner shall assign and deliver the policies to the Agency. All such insurance policies which are obtained by the Owner during the term of the loan shall fully comply with all Agency requirements for property and liability insurance, including but not limited to the Agency requirement that the insurer must meet certain rating standards. The Agency shall be listed as first mortgagee, loss payee and additional insured under such policies. Such policies shall provide that the insurer may not cancel the policy and will not refuse to renew the policy except after thirty (30) days written notice to the Agency. If the Owner does not provide the Agency with the evidence of insurance as required herein, the Agency may (but shall not be required to) obtain such coverage. The Owner shall reimburse the Agency on demand for any premiums paid for insurance procured by the Agency, and until so reimbursed, the amount of such premiums shall be added to the principal sum of the First Mortgage Note and shall bear interest at the same interest rate as in the First Mortgage Note.

If the Project shall be damaged, destroyed or taken by condemnation (in whole or in part), the Agency shall direct the Owner to promptly reconstruct the Project to substantially the same condition as existed prior to such damage, destruction or condemnation, with such changes, alterations and modifications as may be desired by the Owner and approved by the Agency, provided that the plans

and specifications for reconstruction of the Project are approved by the Agency and, in the Agency's determination, the proceeds of the insurance or of the damages or award received as a consequence of such damage, destruction or condemnation, together with any other money available for such purpose, are sufficient to pay the cost of such reconstruction and upon completion of the reconstruction of the Project it shall be financially feasible.

In the event of reconstruction of the Project, the Agency, upon receipt of a written request by the Owner that payments are required for such purpose, shall apply so much as may be necessary of such proceeds of the insurance and any investment income earned thereon to the payment of the costs of such reconstruction as such work progresses.

No money shall be disbursed to pay the costs of reconstruction unless no Event of Default exists hereunder and unless the Agency first shall have received all of the following:

- (a) a certification from the Owner stating that:
 - (1) the full amount of such disbursement and all of the prior disbursements constitute proper and reasonable costs of reconstruction work performed or materials delivered to the site of the Project;
 - (2) all work performed and material furnished for the reconstruction of the Project have been in accordance with plans and specifications;
 - (3) all such work has been performed to the satisfaction of the architect retained to prepare the plans and specifications for reconstruction of the Project; and
 - (4) the Project remains financially feasible;
- (b) appropriate insurance from a title insurance company, licensed to do business in the State and acceptable to the Agency, insuring that there are no liens or encumbrances on the Project other than Permitted Encumbrances; and
- (c) if the location of any improvement is to be altered, a currently dated, certified survey showing that all improvements are on the Land within any required set-backs and do not encroach on the real property of others.

If, in the Agency's determination, the proceeds of the insurance or of the damages or award received as a result of damage, destruction or condemnation, together with any other money available for such purpose, are not sufficient to pay the cost of reconstruction or if the Project will not be financially feasible upon such reconstruction, then the proceeds of such insurance, damages or award shall be applied to the indebtedness on the First Mortgage Loan. Nothing in this Section shall affect the liens of this Agreement and the Mortgage(s) or the liability of the Owner for payment of the entire balance of the Agency Financing.

The Owner shall maintain continuously in effect such other insurance coverage of the types and in the amounts specified by the Agency, including worker's compensation insurance and other insurance required by law with respect to employees of the Owner, and liability insurance, and a blanket excess liability policy in an amount not less than \$10,000,000.00, protecting the Owner and the Agency against any loss or liability or damage for personal injury or property damage with respect to the Project. Owner shall also maintain Business Income insurance covering the loss of revenues derived from the Project by reason of interruption, total or partial, of the use of the Project resulting from loss or physical damage thereto in an amount equal to 100% of the anticipated gross rental income for one (1) year at full occupancy with no coinsurance penalty. The Owner shall carry fidelity bond insurance covering all employees of the Owner authorized to handle the revenues derived from the Project in an amount equal to one and one-half (1½) times the maximum monthly rent roll.

In the event the Project receives financing from proceeds of Bonds, the Owner covenants and agrees to provide such additional insurance coverage as required in the Resolution.

Section 12. Taxes, Payments in Lieu of Taxes and Other Municipal Charges

The Owner covenants and agrees to pay all taxes, payments in lieu of taxes, assessments, water charges, sewer charges, and other charges imposed on the Project or Land by the municipality, county, State or other governmental body having jurisdiction over the Project. If such charges are not paid by the Owner, the Agency may pay the same. Any such sum(s) so paid by the Agency shall be payable by the Owner on demand by the Agency and until paid the amount of such sums shall be added to the principal sum of the First Mortgage Note, and shall bear interest at the same interest rate as in the First Mortgage Note.

Section 13. Liens and Encumbrances

The Owner covenants and agrees to maintain its right, title and interest in the Project, Land and all items enumerated in the Loan Documents, as security for repayment of the Agency Financing, free and clear of all liens, security interests and other encumbrances except for Permitted Encumbrances and those exceptions identified and set forth in a certain title insurance commitment issued to the Agency by First American Title Insurance Company, dated January 11, 2017, last updated May 8, 2017, and identified as Title #TA-49533-1, continued to the date of this Agreement, as accepted by the Agency. The foregoing covenant and agreement shall not prevent the Owner from leasing or renting the Project or Land in the manner as otherwise provided in this Agreement. Except with the written consent of the Agency, the Owner will not install any item of tangible personal property as part of the fixtures or furnishings of the Project that is subject to a purchase money lien or security interest.

The Agency may, at its sole option, pay the amount necessary to discharge any lien or other encumbrance, and the Owner shall reimburse the Agency upon demand for any amounts so paid.

Until reimbursement of the Agency of any amounts so paid, such amount shall be added to the principal sum of the First Mortgage Note and shall bear interest at the same interest rate as in the First Mortgage Note.

Section 14. Maintenance, Repair and Replacement

The Owner covenants and agrees to maintain the Project and the Land, including, but not limited to, the dwelling units contained therein, any related facilities, the appurtenant equipment and grounds in good repair and condition so as to provide decent, safe and sanitary housing accommodations. In the event that any investigation, site monitoring, containment, clean-up, removal, restoration, remediation, or other remedial work of any kind or nature (the "Remedial Work") is required under any applicable Environmental Laws at, on, about, under or within the Project or Land, the Owner agrees to commence and diligently perform and complete such Remedial Work in compliance with all applicable Environmental Laws, at its own expense. In the event the Owner shall fail to timely commence, perform and complete such Remedial Work, the Agency may, at its sole and absolute discretion, cause such Remedial Work to be performed and the Owner shall reimburse the Agency upon demand for all costs incurred by the Agency in connection with the performance, completion and monitoring of such Remedial Work. Until reimbursement of the Agency of any costs so incurred, such amount shall be added to the principal sum as of the First Mortgage Note and shall bear interest at the same interest rate as in the First Mortgage Note.

The Owner will not make any substantial alteration to the Project without the consent of the Agency, nor will the Owner permit the removal of any fixtures or articles of personal property, except with the consent of the Agency and in connection with the replacement thereof with appropriate property of at least equal value that is free of all liens or claims.

The Owner will not demolish any part of the Project, substantially subtract from or permit any waste of the real or personal property comprising the Project or Land, or make any alteration that will increase the hazard of fire or other casualty.

Section 15. Advance Amortization Payments

Because the public purposes of the Agency include maximizing the period during which the dwelling units in the Project are available to persons whose incomes do not exceed the maximums provided by the Act, the Agency Regulations, and if applicable, the Code or IRS Regulations, the Owner shall not make any advance principal repayment except as allowed by the Agency Regulations and if the Project is financed by Bonds, as allowed under the Resolution. With respect to any advance amortization payment, if the Agency shall have consented thereto, the Owner shall, if the First Mortgage Loan is financed from Bonds, pay to the Agency an amount sufficient (a) to enable the Agency to redeem Bonds of the appropriate series in the principal amount as required under the Resolution, (b) to pay the interest accrued and to accrue on the Bonds to be redeemed to the redemption date thereof, (c) to pay the redemption premium, if any, on the Bonds to be redeemed, (d) to pay the cost and expense of the Agency in effecting the redemption of the Bonds to

be redeemed including legal fees of the Agency, as determined by the Agency, including any investment shortfall resulting from liquidation of investments, and (e) to pay any other cost, expense and liability incurred by the Agency in connection with the financing of the Project and issuance of its Bonds for such purpose not previously paid or provided for by the Agency including, without limitation, underwriting discount or other unamortized Bond discount; provided, however, that only the amount of such advance amortization payment applied as provided in (a) above shall be credited against the unpaid balance of the First Mortgage Loan.

Section 16. Reserve and Escrow Payments

On the date of the execution of this Agreement, the Owner will deposit with the Agency the following amounts, which will serve as a reserve against late payments and be available to pay expenses when due:

- (a) one monthly installment of debt service on the First Mortgage Note, including principal and interest;
- (b) an amount equal to one-half (1/2) of the estimated annual insurance payments; and
- (c) an amount equal to one-quarter (1/4) of the estimated annual real property taxes or payments in lieu of taxes.

Commencing with the Amortization Date, as defined in the First Mortgage Note, and on the first day of each month thereafter, the Owner will pay to the Agency, along with the monthly principal and interest payment, the following:

- (e) one-twelfth (1/12) of the estimated annual amounts necessary to pay taxes or payments in lieu of taxes and insurance premiums;
- (f) one-twelfth (1/12) of the amount equal to **\$440.00** per unit or such sum as the Agency may determine pursuant to its established management policy as a reserve for repairs and replacement.

All reserve and escrow payments required pursuant to this Section shall be held in accounts under the sole control of the Agency and shall be paid out for the benefit of the Project as needed on request of the Owner or on the Agency's own initiative. Any interest that may be earned on such reserves shall remain in the escrow accounts and shall be used for similar purposes unless the Owner and Agency mutually agree to apply the funds to some other Project purpose.

If the Agency determines that the payments specified herein are insufficient to insure prompt payment of taxes, payments in lieu of taxes, insurance premiums, or to properly fund painting, decorating, repair and replacement needs with respect to the Project, then the Agency may require increases in the required payments necessary to assure proper funding.

Section 17. Compliance Requirements

The Owner covenants and agrees to comply with the Act and the Agency Regulations, and with any amendments or supplements to the Act or Agency Regulations. If the Project receives Tax-Exempt Financing or Tax Credits, the Owner covenants and agrees to comply with the Code or IRS Regulations and with any amendments or supplements to the Code or IRS Regulations, and, in addition, if the Project receives Tax-Exempt Financing, the Owner shall comply with its representations and covenants in the Tax Certificate throughout the term hereof.

The Owner acknowledges that the proceeds of the First Mortgage Loan have been or are expected to be funded through the issuance of Bonds. The Owner agrees that it will execute and be bound by any amendments to this Agreement or the other Loan Documents and any additional documents as may be required by Qualified Bond Counsel for the issuance of the Bonds and/or to comply with the Code or IRS Regulations. The Owner further agrees to comply with any other requirements of the Agency that Qualified Bond Counsel reasonably believes to be necessary in connection with its marketing and issuance of Bonds. To the extent any amendments, modifications or changes to the Code or IRS Regulations shall, in the written opinion of Qualified Bond Counsel, impose requirements upon the construction, rehabilitation, ownership, occupancy or operation of the Project, the parties agree that this Agreement and/or the other Loan Documents shall be amended and modified in accordance with such requirements. The parties hereto agree to execute, deliver, and record, if applicable, any and all documents or instruments necessary in the opinion of and in the form approved by Qualified Bond Counsel to effectuate the intent of this Section.

If the Project receives financing from proceeds of Bonds, the Owner acknowledges receipt of the Continuing Disclosure Agreement, and the Owner agrees that in the event it subsequently becomes an "Obligated Person" meeting the objective criteria set forth in the Continuing Disclosure Agreement, it shall provide the Agency with the Obligated Person Data (as defined in the Continuing Disclosure Agreement) and the audited general purpose financial statements referred to in the Continuing Disclosure Agreement at the times necessary so as to allow the Agency to file the Annual Reports provided for in the Continuing Disclosure Agreement.

The Owner and Agency acknowledge that the Owner is receiving Tax-Exempt Financing and is receiving Tax Credits. Accordingly, the Owner acknowledges that all of the provisions concerning Tax-Exempt Financing are applicable and that all of the provisions concerning Tax Credits are applicable.

Section 18. Lease of Dwelling Units - Maximum Rents

The Owner shall offer dwelling units for lease and occupancy in strict accordance with the Act or Agency Regulations governing tenant marketing, eligibility and selection. The form of lease to be used by the Owner in leasing to residential tenants shall be previously approved by the Agency and shall comply in all respects with the Agency Regulations and the requirements of the Agency. Initial rents may not exceed such amounts as approved by the Agency. In the event the Project receives Tax-Exempt Financing or Tax Credits, rents may not exceed such amounts as prescribed by the Code or IRS Regulations. The form and terms of all leases for any other portion of the Project and/or Land, if permitted under this Agreement, are subject to the prior consent of the Agency. Rent increases for any dwelling unit shall be made pursuant to procedures prescribed by the Agency Regulations, or if applicable, the Code or IRS Regulations.

Section 19. Consideration for Lease

The Owner covenants and agrees not to require as a condition of the occupancy or leasing of any dwelling unit in the Project and not to accept or allow any employee or agent to accept any consideration other than the prepayment of the first month's rent plus a security deposit not in excess of one and one-half (1 1/2) month's rent or as otherwise mandated by HUD, if applicable, unless otherwise approved in writing by the Agency to guarantee the performance of the covenants of the lease or occupancy agreement.

Section 20. Tenant Security Deposit

The Owner covenants and agrees to deposit all monies paid to the Owner by any residential tenant as a security deposit for the payment of rent in a separate interest-bearing bank account held and maintained in accordance with applicable law and instructions of the Agency as to its custody and control.

Section 21. Account for Project Revenues

The Owner covenants and agrees to establish an account for and deposit all Project Revenues with a bank, trust company or savings and loan institution approved by the Agency and maintaining an office within the State, the deposits of which are insured by the Federal Deposit Insurance Corporation. If the Agency so elects, this account shall be under the joint control of the Agency and the Owner, with all withdrawals requiring a countersignature by one of the authorized representatives of the Agency.

The Owner may not withdraw or use Project Revenues except to pay debt service due under the Loan Documents, the Servicing Fee or other Project expenses approved by the Agency or return on investment payments due under Section 42 hereof. Project Revenues may not be transferred to or invested in any other accounts or investment vehicles, except as permitted by Agency Regulations.

Section 22. Inspection of Premises

The Owner covenants and agrees to permit the Agency, its agents or representatives to enter upon and inspect the Project without prior notice, pursuant to the provisions of the Act.

Section 23. Books and Records

The Owner covenants and agrees to maintain adequate books and records of its transactions with respect to the Project in the form required by the Agency. Such books and records shall be available for inspection and audit by the Agency or its agents at any time during business hours, with or without notice, pursuant to the provisions of the Act. The Owner further covenants and agrees to cause its financial affairs to be audited at least annually by independent certified public accountants and shall furnish the Agency with the audit report of such accountants when received and in any event within three (3) months of the close of each of its fiscal years. The Owner shall adopt and use such uniform systems of accounts and records as may from time to time be required by the Agency.

Section 24. Management Contract

The Owner may, and if the Agency so elects, shall, contract for the services of a firm experienced in real estate management to act as the managing agent for the Project. The selection of any such managing agent, the scope of the agent's duties and the basis of the agent's compensation shall be subject to the approval of the Agency, and any contract for the employment of any managing agent shall provide that such contract may be terminated by the Agency at any time by notice of such determination by the Agency given to the Owner and managing agent.

Section 25. Prohibited Actions

Except with the express approval of the Agency, the Owner shall not:

- (a) incur any liabilities except in connection with the acquisition, construction, rehabilitation, repair, improvement and rental of the Project and Land, and its operation and maintenance;
- (b) engage in any business activity except the ownership and operation of the Project and Land;
- (c) enter into contracts to be paid from Project Revenues for managers, attorneys, accountants, or other services without the prior written approval of the Agency;
- (d) pay more than the fair market value thereof for goods or services;
- (e) transfer or invest Project Revenues in any other accounts or investment vehicles, except as permitted by Agency Regulations; or

(f) pay compensation from Project Revenues to any officer, director, member, partner, or shareholder in his capacity as such or make any cash distribution to any of the foregoing; provided, however, that if no Event of Default has occurred, the Owner may make distributions annually of a return on investment in an amount not to exceed the amount permitted under the Act, the Agency Regulations, and then only to the extent of its retained earnings not previously distributed, or as otherwise approved by the Agency. The Owner, however, shall not make any distribution payment without the express agreement of the Agency that retained earnings (or other funds) are available for such distribution.

Section 26. Change of Owner Status

The Owner shall not dissolve, liquidate, sell, transfer, convey or exchange the Project and/or Land or any portion thereof without prior approval of the Agency and the Owner's compliance with the Agency Regulations. The Owner shall not dissolve, liquidate, sell, transfer, convey or exchange any shares, partnership or other ownership interest in the Owner without prior approval of the Agency and the Owner's compliance with the Agency Regulations. The Owner shall notify in writing and obtain the agreement in writing of any buyer or successor or other person acquiring the Project or Land or any interest therein, in a form acceptable to the Agency, that such acquisition is subject to the requirements of the Loan Documents, Act and Agency Regulations and, if applicable, the Code or IRS Regulations. This notice provision shall not act to waive any other Agency restriction on such dissolution, liquidation, sale, transfer, conveyance or exchange.

Section 27. Estoppel

Within ten (10) business days of demand by the Agency, the Owner will furnish to the Agency in writing a statement of the outstanding balance of the principal sum plus all the accrued interest remaining due on the Agency Financing, together with a statement of any defenses which may exist as to any liability of the Owner with regard to the Loan Documents.

Section 28. Financing Statements

The Owner hereby irrevocably authorizes the Agency to file on its behalf one or more UCC-1 Financing Statements or renewals thereof with respect to any of the security interests granted by the Loan Documents. The Owner hereby assigns all its rights and interests in accounts established under this Agreement to the Agency, to the extent that such interest may be needed, pursuant to this Agreement.

Section 29. Assignment

The Owner transfers and assigns to the Agency all of its right, title and interest, but not its liability, in, under, and to all construction, architectural and design contracts, all architectural design plans and specifications and all government permits, licenses and approvals for the construction of

the Project (the foregoing collectively referred to as the "Plans and Approvals"). The owner represents and warrants that the copies of the Plans and Approvals delivered to the Agency are and shall be true and complete copies of the Plans and Approvals, that there have been no modifications thereof which are not fully set forth in the copies delivered, and that the Owner's interest therein is not subject to any claim, setoff, or encumbrance. Neither this assignment nor any action by the Agency shall constitute an assumption by the Agency of any obligation under or with respect to the Plans and Approvals; the Owner shall continue to be liable for all obligations of Owner with respect thereto; and the Owner hereby agrees to perform all of its obligations under the Plans and Approvals.

The Owner hereby consents to any assignment of the Agreement by the Agency. No assignment or delegation of this Agreement by the Owner is permitted unless approved in writing by the Agency. If assigned, all rights, duties, obligations and interest arising under this Agreement shall bind and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and permitted assigns.

Section 30. Defaults

Each of the following shall be an Event of Default:

(a) failure by the Owner to pay more than ten (10) days after the due date any installment of principal or interest under the Agency Financing, or on the Servicing Fee or any other payment required by the Owner to the Agency or any other person pursuant to the terms of this Agreement, the First Mortgage Note, or the other Loan Documents;

(b) commission by the Owner of any act prohibited by the terms of this Agreement, or the other Loan Documents, or failure by the Owner to perform or observe in a timely fashion any action, obligation, warranty or covenant required by any of the terms of this Agreement or the other Loan Documents or failure by the Owner to produce satisfactory evidence of compliance therewith. An event set forth in this subsection shall not constitute an Event of Default until the prohibited act or failure to perform or observe shall remain uncured for a period of thirty (30) days after the Agency's written notice to the Owner, specifying such prohibited act or failure and requesting that it be remedied, unless the Agency shall agree in writing to an extension of such time prior to its expiration; provided, however, that if the prohibited act or failure stated in each notice is correctable, but cannot be corrected within the 30-day period, the Agency may consent to an extension of up to 120 days from the delivery of the written notice referred to herein if corrective action is instituted by the Owner within the initial 30-day period and diligently pursued; The Agency will send, simultaneously with sending to the Owner any notices under this subsection, a copy of the aforementioned notices to the Owner's investor limited partner. To the extent the Event of Default is curable, a cure tendered in full pursuant to the terms and conditions of this Agreement and the other Loan Documents by the Owner's investor limited partner shall be honored by the Agency.

(c) the filing by the Owner under any federal or State bankruptcy or insolvency law or other similar law, or any petition in bankruptcy or for reorganization or composition with creditors or the making of an assignment for the benefit of creditors;

(d) the filing against the Owner of a petition seeking an adjudication as a bankrupt or the appointment of a receiver for the benefit of its creditors that shall not have been dismissed within sixty (60) days of the filing thereof, or the adjudication of the Owner as a bankrupt or the appointment of a receiver for the benefit of its creditors; or the appointment by court order of a custodian (such as a receiver, liquidator or trustee) of the Owner or of any of its property or the taking of possession of the Owner or any of its property for the benefit of its creditors and such order remains in effect or such possession continues for more than sixty (60) days;

(e) the occurrence of substantial destruction of the Project by an uninsured casualty or the inability to replace or restore the Project in accordance with Section 11, or failure to maintain insurance that fully complies with the Agency insurance requirements set forth at Section 11 or in Agency insurance specifications minimum requirements, or failure to provide, immediately or no later than 30 days from notice, replacement insurance to meet Agency insurance requirements as set forth in Section 11 during the term of the First Mortgage Loan;

(f) any representation in conjunction with the Loan Documents or the Project by or on behalf of the Owner that is false or misleading in any material respect when made;

(g) any occurrence that results in the dissolution or liquidation of the Owner pursuant to the formation documents of the Owner;

(h) failure to comply with applicable provisions of the Act, the Agency Regulations, and if applicable, the Code or IRS Regulations;

(i) failure to substantially complete the Project pursuant to the Construction Contract.

(j) an Event of Default as to any one mortgage loan held by the Agency shall be deemed an Event of Default as to all mortgage loans held by the Agency.

Section 31. Remedies

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

(a) declare the outstanding balance of the principal sum under the First Mortgage Note plus all accrued interest, the Servicing Fee and all other liabilities of the Owner under the Loan Documents to be immediately due and payable;

(b) cease making disbursements from reserves held by the Agency;

(c) apply any reserves held by the Agency or the balance in the accounts for Project Revenues or any combination of these monies to the payment of the Owner's liabilities under the Loan Documents;

(d) foreclose the lien of all Mortgage(s) securing the Agency Financing on the Project and Land including, without limitation, all improvements existing or hereafter placed in or on the Project and Land. In any action to foreclose, the Agency shall be entitled to the appointment of a receiver of the rents and profits of the Project as a matter of right, with power to collect the rents, uses, and profits of the Project, due and becoming due during the pendency of such foreclosure suit, such rents and profits being hereby expressly assigned and pledged as additional security for the payment of the indebtedness secured by the Mortgage(s) without regard to the value of the Project or the solvency of any person or persons liable for payment of the mortgaged indebtedness. The Owner, for itself and any such subsequent owner, hereby waives any and all defenses to the application for a receiver as above and hereby specifically consents to such appointment, but nothing herein contained is to be construed to deprive the holder of the Mortgage(s) of any other right, remedy or privilege it may now have under the law to have a receiver appointed. The provisions for the appointment of a receiver of the rents and profits and the assignment of such rents and profits are made express conditions upon which the Agency Financing is made. Upon such foreclosure the Agency shall have the right to have a receiver appointed for the Project and the rent from the Project;

(e) take possession of the Project;

(f) without judicial process, collect all rents and other revenue including federal and State subsidies as the assignee of the Owner, and apply the same, at the Agency's option, either to the operation and maintenance of the Project or to the liabilities of the Owner under the Loan Documents and to accept assignment of leases;

(g) act as landlord of the Project and rent or lease the same on any terms or dispossess by summary proceedings or other available means any tenant defaulting under the terms of the lease of a dwelling unit;

(h) take possession of equipment, appliances and other tangible personal property in which a security interest has been granted by the Loan Documents and dispose of the same in any commercially reasonable manner. The Agency shall have the option to dispose of any such equipment and personal property either separately from or in conjunction with disposition of the Project or Land. In conjunction with a sale of the Project or Land, the Owner agrees that either method of disposition shall be commercially reasonable;

(i) sue under or make effective an assignment by the Owner to the Agency of any warranty for the Project or any contract for construction, rehabilitation, repair, renovation, reconstruction or improvement of the Project, in which event the Agency is specifically empowered by the Owner to exercise any and all rights of the Owner under the said contract or warranty to recover any amount payable to the Owner pursuant to the contract or any such warranty and to settle any such claim or liability and release the same and apply the proceeds of any such suit, settlement or release to the liabilities of the Owner under the First Mortgage Note, this Agreement, or the other Loan Documents;

(j) sue the Owner for mandatory injunction or other equitable relief requiring performance by the Owner of any of its obligations under this Agreement or the other Loan Documents. The Owner agrees with the Agency that the Agency's remedy at law for the violation and nonperformance of the Owner's obligations under this Agreement or the other Loan Documents is not adequate by reason, among other things, of the Agency's public purpose to provide adequate, safe and sanitary dwelling units for the tenants contemplated under this Agreement;

(k) replace the general partner, officers, managers, directors, managing members or partners of, or other persons exercising control over the affairs of the Owner with such person or persons as the Agency in its sole discretion deems advisable, including officers or employees of the Agency, who shall exercise all of the authority of managing general partner or other manager of the Owner. Such appointment by the Agency shall be for the duration provided in Section 7 (b)(6) of the Act and any person so appointed shall be entitled to the same immunities and compensation as provided in such Act. If the Agency decides to remove and replace the general partner, officers, managers, directors, managing members or partners of the Owner pursuant to its rights under the Act, the Agency may require from the newly appointed officers, managers, directors, managing members or partners a deed to the Project in lieu of foreclosure;

(l) exercise any rights of the Owner under the Plans and Approvals and to take in its name or in the name of Owner such action as the Agency may determine to be necessary pursuant to the assignment of Plans and Approvals (as set forth in Section 29). The Agency may use the Plans and Approvals for any purpose relating to the Project. The Owner irrevocably constitutes and appoints the Agency as the Owner's attorney-in-fact, in the Owner's name or in the Agency's name, to enforce all rights of the Owner under any Plans and Approvals.

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

Section 32. Anticipatory Breach

If the Owner threatens to commit a breach of any of the provisions of this Agreement or the other Loan Documents, the Agency shall have the right, without posting bond or other security, to seek injunctive relief or specific performance, it being acknowledged and agreed that any such

breach, or threatened breach, will cause irreparable injury to the Agency and that money damages will not provide an adequate remedy.

Section 33. Expenses Due to Default

All expenses (including reasonable attorney's fees and costs and allowances) incurred in connection with an action to foreclose the Mortgage(s) or in exercising any other remedy provided by this Agreement or the other Loan Documents, including the curing of any Event of Default, shall be paid by the Owner on demand, together with interest at the same interest rate as in the First Mortgage Note whether or not an action or proceeding is instituted. Expenses of foreclosure for purposes of this paragraph shall include the items enumerated in Section 15 of this Agreement.

The Owner hereby acknowledges that if the Project receives Bond financing, the payments to be made by the Owner pursuant to the Loan Documents may be used by the Agency to pay interest and principal on the Bonds. In the event that the Owner fails to make any payment due under the Loan Documents and the Agency is required to advance funds to pay interest or principal on the Bonds, the Owner shall be required to pay the Agency interest on any amounts so advanced by the Agency on demand, which interest shall be equal to the same interest rate as in the First Mortgage Note.

Section 34. Amendments; Notices; Waivers

This Agreement may be amended only by a written instrument executed and acknowledged on behalf of the Agency and the Owner in such manner that the instrument may be recorded.

No waiver by the Agency of any Event of Default or required performance by the Owner and no course of conduct of the parties or failure by the Agency to enforce or insist upon performance of any of the obligations of the Owner under this Agreement, or the other Loan Documents at any time shall preclude enforcement of any of the terms of this Agreement or the other Loan Documents.

Any provision of this Agreement requiring the consent or approval of the Agency for the taking of any action or the omission of any action or otherwise called for under this Agreement, requires such written consent by the Agency signed by a duly authorized officer of the Agency. Any such consent or approval, unless it expressly states otherwise, is limited to the particular action or omission referred to therein and does not apply to subsequent similar actions or omissions.

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

Borrower: **Harding Housing Associates, LLC**
1000 University Avenue, Suite 500
Rochester, NY 14607
Attn: Charles M. Lewis

Borrower's Attorney: **Susan Sturman Jennings, Esquire**
1000 University Avenue, Suite 500
Rochester, NY 14607

Investor Member: **RSEP Holding, LLC**
c/o Red Stone Equity Partners, LLC
200 Public Square, Suite 2050
Cleveland, Ohio 44114
Attention: President and General Counsel

With a copy to:

Nixon Peabody LLP
100 Summer Street
Boston, Massachusetts 02110
Attention: Roger W. Holmes

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

Section 35. Severability

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

Section 36. Personal Liability

Notwithstanding any other provision contained in this Agreement or the other Loan Documents, the Agency agrees, on behalf of itself and any future holder of the Loan Documents, that the liability of the Owner, any general or limited partner, member or shareholder of the Owner and their respective heirs, representatives, successors and assigns, for the payment of its obligations under the Loan Documents, including, without limitation, the payment of principal and interest due and other charges due hereunder and thereunder, shall be limited to the collateral pledged under the

Loan Documents, and that the Agency shall have no right to seek a personal judgment against the Owner, any general or limited partner, member or shareholder of the Owner, or their respective heirs, representatives, successors and assigns, individually, except to the extent necessary to subject the collateral pledged under the Loan Documents to the satisfaction of the mortgage debt; provided, however, that the Agency shall retain the right to exercise any and all remedies granted to it under this Agreement and the other Loan Documents, including, without limitation, the right to sue for injunctive or other equitable relief. The foregoing limitation of liability shall not apply to any party to the extent such party has committed fraudulent, criminal or unlawful acts and shall not apply to such amounts that may be due to the Agency pursuant to Sections 11, 12, 13, 14, 15(c) through (e), 33 and/or 42.

Section 37. Counterparts

This Agreement may be executed in multiple counterparts, all of which shall constitute one and the same instrument, and each of which shall be deemed to be an original. A fax copy of a signature on this Agreement shall have the same effect as an original provided that an original is received by the other party hereto within two business days thereafter.

Section 38. Disclaimer of Warranties, Liability, Indemnification

(a) The Owner acknowledges and agrees that (i) the Agency has not heretofore and does not make any warranty or representation, either express or implied as to the value, condition, or fitness for particular purpose or any use of the Project or Land or any portions thereof or any other warranty or representation with respect thereto; (ii) in no event shall the Agency or its agents or employees be liable or responsible for any incidental, indirect, special, consequential or punitive damages in connection with or arising out of this Agreement or any of the other Loan Documents or from the acquisition, construction, rehabilitation, reconstruction, repair, improvement, ownership, operation or maintenance of the Project or Land or any items or services provided for in this Agreement or the other Loan Documents; and (iii) during the term of this Agreement and the other Loan Documents and to the fullest extent permitted by law, the Owner shall indemnify and hold the Agency harmless against, and the Owner shall pay any and all liability, loss, cost, damage, claims, judgments or expenses of any and all kinds or nature and however arising, imposed by law, which the Owner and the Agency may sustain, be subject to, or caused or incurred by reason of any claim, suit or action based upon personal injury, death or damage to property or any other damage or loss sustained, whether real, personal or mixed, or arising out of any alleged violation of the Environmental Laws or the alleged use, storage or disposal of Hazardous Materials by the Owner or by any person or entity or other source related to the Project or Land, or upon or arising out of contracts entered into by the Owner, or arising out of the Owner's acquisition, construction, rehabilitation, reconstruction, repair, improvement, ownership, operation or maintenance of the Project or Land.

(b) It is mutually agreed by the Owner and the Agency that the Agency and its members, directors, officers, agents, servants, employees, and attorneys shall not be liable for any

action performed under this Agreement, and that the Owner shall hold them harmless from any claim or suit of whatever nature.

(c) Any claims asserted against the Agency shall be subject to the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1, et seq. (except for N.J.S.A. 59:13-9 thereof). While this statute is not applicable by its terms to claims arising under contracts with the Agency, the Owner agrees that it shall be applicable to claims arising under this Agreement or the other Loan Documents. It is acknowledged by the parties that the Agency is a public entity covered by the provisions of the New Jersey Tort Claims Act, N.J.S.A. 59:1-1 et seq.

(d) Notwithstanding the provisions of this Section 38, but in no way intending to reduce the obligations of Owner under this Agreement or the other Loan Documents, in the event the Agency takes possession, ownership and/or control of the Project and commences operating the same, Owner shall not be liable for the acts or omissions of the Agency, its employees, agents or representatives from and after the date of such possession, ownership or control.

Section 39. Filing

This Agreement shall be duly recorded in the Office of the Clerk for the county in which the Land is located.

Section 40. Governing Law and Venue

This Agreement shall be governed by the laws of the State of New Jersey.

If any legal action should be filed by any party against any other in connection with this Agreement and/or the other Loan Documents, the venue and forum for such action shall be the New Jersey Superior Court, Mercer County.

Section 41. Equal Opportunity and Non-Discrimination

The Owner covenants and agrees that it will comply with the Agency guidelines with respect to equal opportunity and non-discrimination in its purchase of goods and services for the operation and maintenance of the Project throughout the term of this Agreement.

Section 42. Investment Funding and Return on Investment

The Owner agrees to make an investment in the Project and Land in an amount which is not less than 10% of the total Project cost as determined by the Agency pursuant to the Act. In the event the principal sum set forth in the Agency Financing that is advanced to the Owner is determined by the Agency to exceed 90% of the total Project cost, the Owner shall reimburse the Agency an amount that would reduce the Agency Financing to 90% of the total Project cost.

The total Project cost and the portion thereof that is contributed by the Owner as investment shall be determined by the Agency in accordance with the cost certification procedures under the Act. The Owner shall be eligible for a return on its investment at the rate of 8.05% annually in the manner set forth in the Agency Regulations.

Section 43. Applicability and Conflict of Terms and Conditions

The terms and conditions of this Agreement are applicable for the entire term of this Agreement (as set forth in Section 9 hereof) unless otherwise set forth in this Agreement. In the event of any conflict or inconsistency between the terms and conditions of any of the Loan Documents and including this Agreement, the terms and conditions of this Agreement shall prevail. Notwithstanding the foregoing, the Owner agrees that the Agency may render a decision concerning the intent and/or applicability of any term or condition of the Loan Documents and unless such decision is found to be arbitrary or capricious by a court of competent jurisdiction, the Agency decision shall be final.

Section 44. Miscellaneous

Unless the context clearly requires otherwise, as used in this Agreement, words of the masculine, feminine or neuter gender shall be construed to include any other gender when appropriate and words of the singular number shall be construed to include the plural number, and vice versa, when appropriate. This Agreement and all the terms and provisions hereof shall be construed to effectuate the purposes set forth herein and to sustain the validity hereof.

The titles and headings of the sections of this Agreement have been inserted for convenience of reference only, and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof or be considered or given any effect in construing this Agreement or any provisions hereof or in ascertaining intent, if any question of intent shall arise.

The Owner and Agency agree to cooperate with each other to correct any error(s) that might inadvertently appear in the Loan Documents.

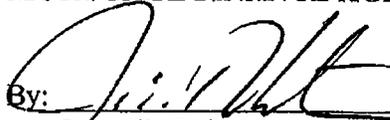
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(SEAL)
ATTEST

**NEW JERSEY HOUSING AND
MORTGAGE FINANCE AGENCY**



Jennifer H. Linett
Assistant Secretary

By: 

James E. Robertson
Chief of Regulatory and Legal Affairs

This document has been reviewed and approved as to form.
Christopher S. Porrino
Attorney General of the State of New Jersey

By: 

Nels J. Lauritzen
Deputy Attorney General

STATE OF NEW JERSEY, COUNTY OF MERCER SS:

I CERTIFY that on June 29, 2017, **JAMES E. ROBERTSON** personally came before me, a Notary Public of the State of New Jersey, and acknowledged under oath to my satisfaction that a) he is the **Chief of Legal and Regulatory Affairs** of **NEW JERSEY HOUSING AND MORTGAGE FINANCE AGENCY**, the Agency named in this document, and b) he executed and delivered this document as the voluntary act of the Agency, duly authorized by a proper resolution of its members, on behalf of the Agency.



Kathleen A. Mount
Notary Public of the State of New Jersey
My Commission Expires on June 16, 2019

Schedule "A"

All that certain tract or parcel of land located in the Township of Hamilton, County of Atlantic, and State of New Jersey, bounded and described according to a survey prepared by Michael R. Vargo, NJ Professional Land Surveyor, NJ License No. 33182 and Planner License No. 3927 of Vargo Associates, dated 5/25/2017, last revises 6/12/2017 as follows:

Beginning at a point on the westerly line of New York Avenue (50minutes wide) at the division line between tax lots 5.01 and 5.03, said point being South 02°35minutes14minutes East, a distance of 617.09 feet from the intersection of the westerly line of New York Avenue with the curved southerly line of Harding Highway (a.k.a. U.S. Route 40 -- 80minutes wide), thence;

1. South 02 degrees 35 minutes 14 seconds East, along the westerly line of New York Avenue, a distance of 755.79 feet to a point in the division line between tax lots 5.01 and 5.02; thence
2. South 80 degrees 29 minutes, 14 minutes West, along said division line between tax lots 5.01 and 5.02, a distance of 1,029.05 feet to a point in the division line between tax lots 5.01 and 5.03; thence

The following five courses and distances being along the division line between tax lots 5.01 and 5.03:

3. North 02 degrees, 35 minutes 16 minutes West, a distance of 621.68 feet to an angle point; thence
4. North 42 degrees 24 minutes 46 minutes East, a distance of 430.45 feet to a point for a corner; thence
5. South 47 degrees 36 minutes 34 minutes East, a distance of 191.88 feet to a point for a corner; thence
6. North 42 degrees 24 minutes 46 minutes East, a distance of 126.49 feet to an angle point; thence
7. North 87 degrees 24minutes 46minutes East, a distance of 491.99 feet to the point and place of BEGINNING.

This description is prepared in accordance with a map entitled Plan of Minor Subdivision, Lot 5.01, Block 1131, Plate #45, Hamilton Township, Atlantic County, New Jersey dated May 18, 2015, last revised March 16, 2016 and noted as Project Number 14139-MS filed in the Clerk's Office of Atlantic County on 9/29/2016 as Map No. 2016-059150.

The within described premises is subject to a DEED IMPOSING RESTRICTIVE COVENANTS as recorded in Deed book Instrument No. 2016023343, Vol 14504. (... the Pineland Commission must issue a Certificate of Filing(s) for each section of the proposed development prior to an applicant seeking any municipal or county preliminary and final site plan/subdivision approval for each section ...)

TOGETHER WITH DECLARATION OF CROSS EASEMENT, COVENANTS AND RESTRICTION AS CONTAINED IN INSTRUMENT NO. 2016059240.

TOGETHER WITH DECLARATION OF COVENANTS AND RESTRICTIONS FOR DRAINAGE STRUCTURES AS CONTAINED IN INSTRUMENT NO. 2016059239.

FOR INFORMATION PURPOSES ONLY: To become known as "New" Lot 5.01, Block 1131 on the Tax Map of the Township of Hamilton, County of Atlantic, State of New Jersey, and more commonly known as 4700 Harding Highway, Mays Landing, NJ 08330.

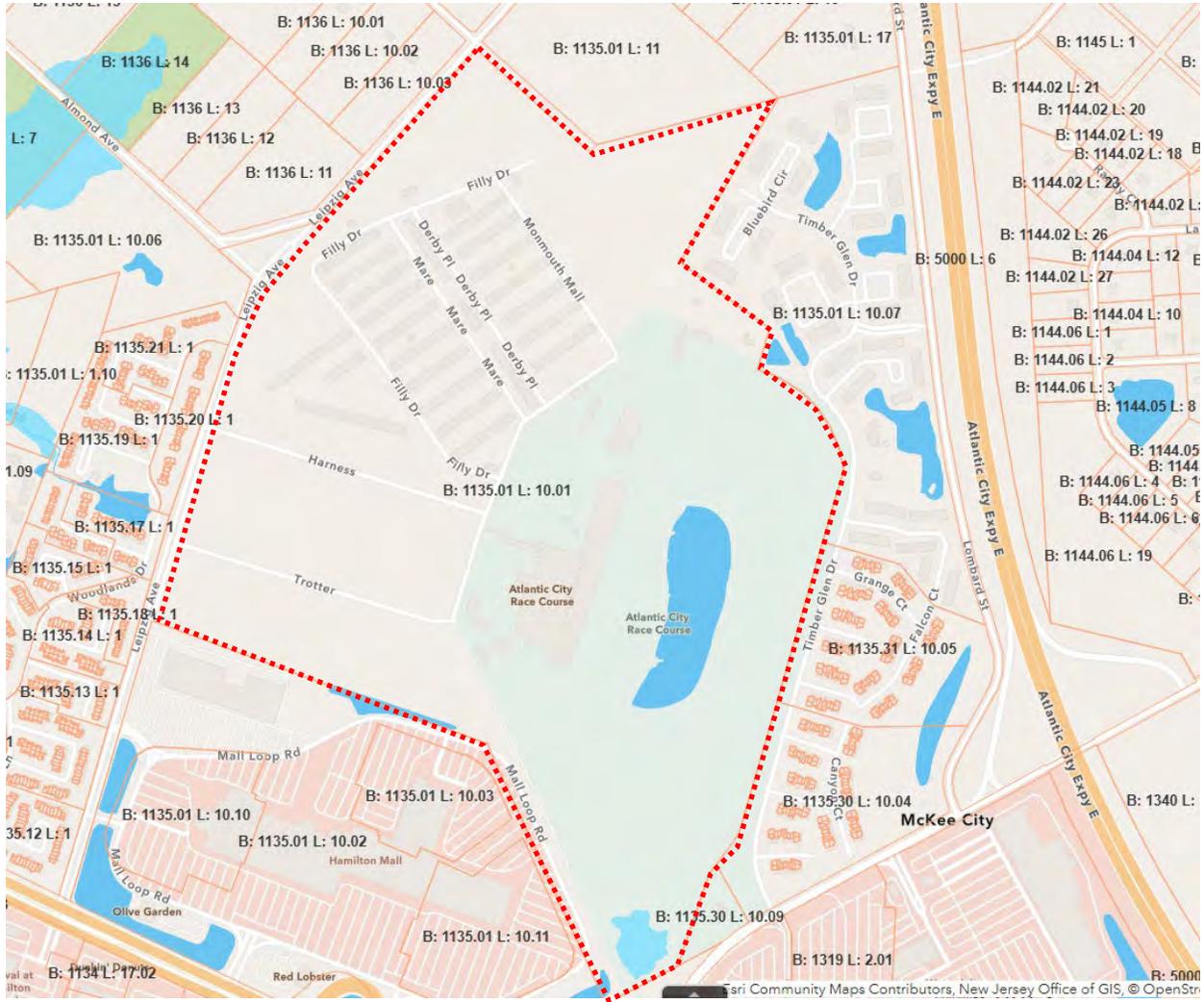
New Jersey Land Title
Insurance Rating Bureau
ALTA Plain Language Commitment

APPENDIX G

Wetlands Maps for Block 996, Lot 7 and Block 1135.01, Lot 10.01

Wetlands Map

Block 1135.01, Lot 10.01 (portion of)



Source: NJ-GeoWeb 2020 Wetlands

APPENDIX H

Harding Run II Phases 5 & 6 Planning Board Resolution

COOPER LEVENSON APRIL NIEDELMAN & WAGENHEIM, P.A.
A Professional Association
1125 Atlantic Avenue - 3rd Floor
Atlantic City, NJ 08401
(609) 344-3161
Solicitor to the Hamilton Township Planning Board

Application of,

BAKER RESIDENTIAL OF PA, LLC:
Harding's Run II
Block 1132.05, Lots 1.01 & 1.02,

Applicant

**HAMILTON TOWNSHIP
PLANNING BOARD**

Application No. SP2-06

DECISION AND RESOLUTION

THIS MATTER, having been heard by the Planning Board of the Township of Hamilton on April 1, 2006, June 1, 2006 and August 17, 2006 at regularly scheduled meetings held at the Hamilton Township Municipal Building, and a hearing on the application been conducted with a quorum present; and

WHEREAS, an application was made by Baker Residential of PA, LLC, whose mailing address is 2-EF Raymond Drive, Havertown, PA 19083, by and through its attorney Jack Plackter, Esq. of the law firm of Fox Rothschild LLP whose mailing address is Suite 400, Midtown Building, 1301 Atlantic Avenue, Atlantic City, New Jersey 08401 for an extension of the period of protection of the prior approvals for Phases V and VI of the Harding's Run II Planned Unit Development, together with an Amended Preliminary Major Site Plan Approval with various checklist and design waivers in order to permit the applicant to comply with its affordable housing obligation; and

WHEREAS, Applicant proposes to construct one hundred and thirty-five (135) total units, which will include thirty-eight (38) units of affordable housing, disbursed throughout the property; and

WHEREAS, the site and improvements proposed by the Applicant are depicted on the site plans dated 03/27/06, revised to 08/08/06, prepared by Jason Sciuillo, Professional Engineer, New Jersey License No. 24GE04586000 of the firm of Marathon Engineering, whose mailing address is Sandpiper Square, Suite D, 175 White Horse Pike, Absecon, New Jersey 08201, which plans were filed with the application and consist of sixteen (16) sheets and are incorporated herein as Exhibit "A"; and

WHEREAS, Applicant has requested the following design waivers from the Hamilton Township Development Ordinance:

1. Section 203-132D(9)(f) – Separation to Seasonal High Water Table;
2. Section 203-158 – Open Space And Recreation;
3. Section 203-162 – Air Quality Study;
4. Section 203-163 – Noise Quality Inventory Analysis;
5. Section 203-169D – Buffer Separation from Residential to Arterial Roadway;
6. Section 203-209B(5) – Cultural Resource Survey.

WHEREAS, Applicant has requested the following checklist waivers from the Hamilton Township Land Development Ordinance:

1. Section 203-116A(1)(i) – Off-street Parking Design;
2. Section 203-116A(1)(q) – Utility, including Letters of Availability;
3. Section 203-116A(1)(y) – Cultural Resource Survey;
4. Section 203-116A(2)(a) – Management Report;
5. Section 203-116B(4) – Performance Guarantees;
6. Section 203-116C(1) – Articles of incorporation for any Homeowners Association.

WHEREAS, Applicant has requested the following variances from the Hamilton Township Ordinance:

1. Section 203-94B – Privacy Yards;
2. Section 203-95A – Window Wall to Window Wall Separation;
3. Section 203-95A – Setback of the Building Face to Edge of Parking;

WHEREAS, the Board determined it had jurisdiction to hear the Application and that the Application was complete and in conformity with the Hamilton Township Land Use Ordinance and the Municipal Land Use Law; and

WHEREAS, the Board heard testimony from: Robert Reid, a licensed professional planner, employed by Marathon Engineering, Jason Sciullo, a professional engineer employed by Marathon Engineering and Scott Botel-Barnand, the project architect, employed by Minno and Wasko;

WHEREAS, the Applicant, in support of its application, submitted exhibits which were received into evidence by the Board.

WHEREAS, Rob Reid was qualified as an expert and described the nature of the Application. Mr. Reid indicated that Applicant was requesting an extension of prior approvals to afford the Applicant an opportunity to comply with its affordable housing obligation. Mr. Reid opined that the relief was justified, taking into consideration N.J.S.A. 40:55D-52(b) and the facts of this matter, which demonstrate that:

1. The planned unit development was originally approved for 526 housing units, of which only two phases of the development remain;
2. The comprehensiveness of the development, which includes extensive on-site and off-site improvements, which have been completed at a cost of in excess of \$2 Million;
3. The Applicant will complete Deer Run, which is a public road and an important circulation element of the plan;
4. Significant delay was caused to the Applicant by the outstanding condition of providing affordable housing units, which Applicant attempted to do in Phase V and the resulting litigation involving Applicant and the Condominium Association;
5. Moreover, a ten-year delay was caused by the reservation of certain lands in Phase VI for a possible jug-handle, which land and jug-handle were ultimately abandoned by the Department of Transportation;
6. The Applicant dedicated significant open space and permanently restricted approximately 461 acres of land;

7. The Applicant, with this approval, proposes the addition of a significant number of affordable housing units, which have become an integral part of Hamilton Township's affordable housing plan.

WHEREAS, Rob Reid further testified that the Applicant would suffer practical difficulties and undue hardship if the waivers were not granted and the waivers could be granted without substantial detriment to the public good and that the variances requested furthered a number of purposes of the Hamilton Township Zoning Ordinance, which, among other things, allow for adequate light and open space, the development of a consolidated village green area, which serves as passive open space, and the dispersion of the affordable units throughout the development; and

WHEREAS, Rob Reid indicated that the benefits of the variances outweighed any detriment that might be occasioned from the grant of the variances and that the variances could be granted without substantial detriment to the public good or zone plan or zoning ordinance of Hamilton Township; and

WHEREAS, the Board heard sworn testimony from Jason Sciuolo of the firm of Marathon Engineering, who testified as to the engineering elements of the plan, including the stormwater management plan and indicated that the site plan met the requirements of the residential site improvement standards and the Hamilton Township Land Use Ordinance; and

WHEREAS, Scott Botel-Barnand, a licensed architect from the firm of Minno and Wasko testified as to the architectural design of the buildings and further indicated that the affordable housing units would be dispersed through the development; and

WHEREAS, a number of members of the public predominantly residents of Harding's Run II appeared concerning the application; and

WHEREAS, the Board heard sworn testimony from Bob Watkins from the firm of Mott Associates and reviewed his planning report of August 7, 2006; from Dan Depasquale of

Remington, Vernick, and Walberg Engineers and reviewed its engineering report dated August 15, 2006; from Arnold Garonzik of the firm of Litwornia Associates and reviewed its traffic report dated August 14, 2006; and from Jay Adamson of the firm of Jay Adamson & Associates, and reviewed its landscape report dated August 15, 2006 each of which is on file with the Hamilton Township Planning Board and incorporated herein; and

WHEREAS, after considering the foregoing testimony, representations and reviewing the evidence submitted, the Board made the following findings:

1. The property is in the Pinelands Growth Area (GA-I, Growth Area Intensive District);
2. Except for the requested variances and waivers, the Application meets the requirements of the applicable zone;
3. The Applicant has demonstrated that it spend significant funds on both on-site and off-site improvements, attempted to develop affordable housing on the property in the past and experienced significant delays as a result of the set-aside of the land for a jug-handle, and the litigation with the Condominium Association.
4. That the plan presented by the Applicant, which is an integral part of the Township's affordable housing plan, and disperses the affordable units through the development promotes the public interest and presents a realistic opportunity for affordable housing within the Township.

NOW, THEREFORE, BE IT RESOLVED, on this 17th day of August, 2006, pursuant to a motion made by Mr. Radcliffe and seconded by Mr. Palmentieri, and approved pursuant to the vote set forth below that the Applicant is granted an extension of its prior approvals until February 17, 2007. In addition, pursuant to a motion made by Mr. Carson and seconded by Mr. Radcliffe and approved pursuant to the vote set forth below, the Applicant is granted amended preliminary major site plan approval, which approval is vested for an initial period of three (3)

years pursuant to N.J.S.A. 40:55D-49, together with the requested waivers and variances with respect to the property known as Block 1132.05, Lots 1.01 & 1.02 on the current Tax Map of the Township of Hamilton, subject to the satisfaction of the following conditions:

1. Applicant is to improve the northern most intersection located at Deer Run and New York Avenue to provide for an appropriate turning lane from New York Avenue to Deer Run; provided the aforementioned improvements can be constructed on the Applicant's or Township property. The design to be determined between preliminary and final approval;
2. Applicant is required to contribute its fair share for any intersection improvements necessary for the intersection of Route 40 and New York Avenue, as well as for the road widening of New York Avenue and other left-hand turn lanes (other than the turning lane located at the intersection of Deer Run and New York Avenue);
3. Certain of the internal roads in the development, as designated by the Board's professionals, shall be widened to either 30 or 32 feet;
4. Sidewalks along Route 40 and New York Avenue shall be provided if permitted by the New Jersey Pinelands Commission. The New York Avenue sidewalk shall be extended along New York Avenue from its intersection with Route 40 down to the southerly entrance to the development;
5. Applicant shall pay recreation contributions for the market rate units. The affordable units shall not be required to make recreation contributions;
6. Applicant shall construct a small stub crosswalk, as shown on the filed plans prepared by Marathon Engineering, from the sidewalk to the corner of the intersection of Route 40 and New York Avenue;
7. Applicant shall construct a fence along Applicant's common property line with the Berner property;
8. Those further conditions set forth in the planning report of Mott Associates, LLC, dated August 7, 2006, the engineering report of Remington, Vernick and Walberg, dated August 15, 2006, the traffic report of Litwornia Associates, Inc., dated August 14, 2006, and the landscape architectural report of Jay Adamson Associates, dated August 15, 2006, each of which is on file with the Hamilton Township Planning Board as incorporated herein by reference;
9. Obtain any and all other approvals for the depicted improvements that may be required by any governmental and/or regulatory body including but not limited to the Hamilton Township Municipal Utilities Authority, New Jersey Department of Environmental Protection, the New Jersey Pinelands Commission, the Atlantic County Planning Board and/or the Atlantic County Soil Conservation District;
10. Payment of any and all required fees which are due or may become due to the Township within thirty (30) days of notice thereof.

VOTING

Mr. Carson – Aye

Mr. Christman – Aye

Mr. Jensen – Aye

Mr. Link – Aye, as it is in the best interest of the Township, due to the affordable housing units, and it makes good planning sense.

Mr. Palmentieri – Aye

Mr. Pritchard - Aye

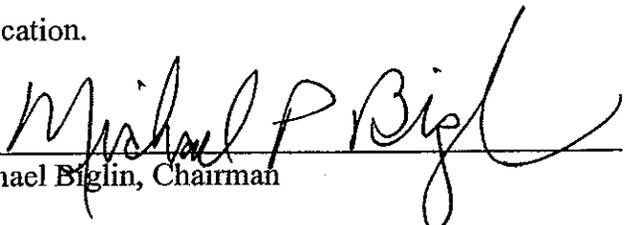
Mr. Pucci – Aye. He stated he was pleased that the applicant is proposing to amend the plan to meet today’s standards, particularly those standards that promote public health and safety.

Mr. Radcliffe – Aye

Mr. Link – Aye, as the affordable housing units are important to the Township

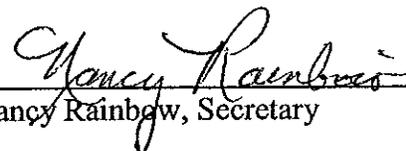
BE IT FURTHER RESOLVED that Applicant shall:

1. Comply with all representations and agreements made during the course of the hearings as the public record may reveal.
2. Shall indemnify and hold Board harmless from any claim of any kind, which may be made as a result of any deficiency in the Application.



 Michael Biglin, Chairman

I hereby certify the foregoing to be a true copy of a Resolution adopted by the Hamilton Township Planning Board on the 5th day of October, 2006.



 Nancy Rainbow, Secretary

EXHIBIT "A"

SHEET INDEX

SHEET NO.	DWG. NO.	SHEET TITLE	LAST REVISED
1 OF 16	00001	COVER SHEET	08/08/06
2 OF 16	00002	INFORMATION SHEET	08/08/06
3 OF 16	00101	SITE PLAN	08/08/06
4 OF 16	00301	GRADING PLAN	08/08/06
5 OF 16	00401	UTILITY PLAN	08/08/06
6 OF 16	00501	LANDSCAPING PLAN	08/08/06
7 OF 16	00502	LANDSCAPING DETAIL SHEET	08/08/06
8 OF 16	00701	LIGHTING PLAN	08/08/06
9 OF 16	00801	ROAD AND UTILITY PROFILES	08/08/06
10 OF 16	00802	UTILITY PROFILES	08/08/06
11 OF 16	01101	ROADWAY AND SITE DETAIL SHEET	07/26/06
12 OF 16	01102	STORM WATER MANAGEMENT DETAIL SHEET	08/08/06
13 OF 16	01103	SANITARY SEWER AND WATER DETAIL SHEET	03/27/06
14 OF 16	01201	SOIL CONSERVATION PLAN	08/08/06
15 OF 16	01301	SOIL CONSERVATION NARRATIVE	08/08/06
16 OF 16	01302	SOIL CONSERVATION DETAIL SHEET	08/08/06

CLAC; 44328.1

APPENDIX I

Woods Edge GDP Planning Board Resolution

Adopted: 5/5/2022

RESOLUTION
OF THE
TOWNSHIP OF HAMILTON PLANNING BOARD

RESOLUTION PB2022-002

RESOLUTION OF MEMORIALIZATION OF THE TOWNSHIP OF HAMILTON PLANNING BOARD GRANTING AMENDED GENERAL DEVELOPMENT PLAN APPROVAL TO CDR INVESTMENTS, LLC, FOR PROPERTY (the "Property") LOCATED AT THE INTERSECTION OF COLOGNE AVENUE AND HARDING HIGHWAY, OTHERWISE KNOWN AS LOT 1 IN BLOCK 1134 AS SHOWN ON THE TAX MAP OF THE TOWNSHIP OF HAMILTON.

WHEREAS, CDR INVESTMENTS, LLC (the "Applicant") has filed an Application to the Township of Hamilton Planning Board (the "Board") seeking Amended General Development Plan Approval pursuant to *N.J.S.A. 40:55D-45*; and

WHEREAS, the Amended General Development Plan proposed has been named Woods Edge; and

WHEREAS, the within Application arises as a result of Mt. Laurel litigation captioned as Harding Highway, LLC vs. Twp. of Hamilton, et al, which litigation was settled by and between the Applicant, the Township of Hamilton and the Township of Hamilton Planning Board by a written Settlement Agreement dated August 31, 2006; and

WHEREAS, the Applicant has demonstrated site control of the Property by virtue of its ownership of Lot 1 in Block 1134 of the Township of Hamilton Tax Map; and

WHEREAS, proper subject matter jurisdiction for the Township of Hamilton Planning Board was established with respect to the relief requested and the statutory powers granted to the Board by *N.J.S.A. 40:55D-45 et seq.*; and

WHEREAS, the Application was deemed complete on April 21, 2022; and

WHEREAS, the Board conducted a public hearing on said Application on April 21, 2022; and

WHEREAS, the Board received the testimony of Craig Hurless, Robert Watkins and John Mele; and

WHEREAS, the Applicant was represented at the hearing by Stephen Nehmad, Esq. of Nehmad, Davis and Goldstein; and

WHEREAS, at the hearing the Applicant presented the testimony of John Canuso, a principal in the Applicant's entity and Robert Bowker, the Applicant's engineer who used Exhibit A-1 (Existing Condition Plan), A-2 (previous GDP Plan); and A-3 (current Amended GDP Plan) in his testimony; and

WHEREAS, the Board has reviewed the Application, documents, plans and exhibits as previously submitted and/or filed and has heard arguments of the Applicant and has considered the comments of the public (Aline Dix and Janine Bauer, Esq., attorney for the D'Imperio Site Group) and the Board's professional consultants as detailed in the Memorandum of Polistina & Associates, LLC dated March 2, 2022, the report of Collier's Engineering & Design dated March 8, 2022 and the Memorandum of Mott Watkins Associates, LLC dated April 11, 2022; and

WHEREAS, the Board does hereby make the following findings of fact and conclusions of law:

1. General Development Plan approval was obtained by the Applicant's predecessor, Harding Highway, LLC, as detailed in Resolution No. 2009-10 adopted October 17, 2009 by the Board the terms and conditions of which are incorporated herein and made a part of this Resolution.

2. The Property is composed of approximately 111 acres and is known as Lot 1 in Block 1134 of the Township of Hamilton Tax Map. The site is zoned as Planned Village Development pursuant to Ordinance No. 203-242 *et seq.*

3. The within Application seeks Amended General Development Plan Approval to the Applicant. The General Development Plan approved the construction of 475 units, the Amended General Development Plan seeks approval to construct up to 600 units of which it is anticipated that 120 of the units will be townhouses, 120 units will be single family homes and 360 units will be apartments.

4. The Applicant's filed material, as well as the Settlement Agreement, provides for a term of zoning protection of 20 years as is contemplated pursuant to the Municipal Land Use Law and subject to the New Jersey Permit Extension Act that may legally affect this 20 year time period. The Applicant is requesting that the 20 year term of zoning protection not begin until the Applicant receives its first final subdivision approval or site plan approval as the result of the implementation of the Applicant's Amended General Development Plan.

5. There was substantial testimony at the hearing reiterating the traffic and access issues detailed within the Resolution of December 17, 2009. These will have to be satisfactorily addressed at the time of any development application filed on behalf of the Applicant.

6. The Board concluded that sidewalks along Harding Highway and Cologne Avenue continue to be essential for pedestrian safety although the Board recognizes the restrictions for placing sidewalks within wetlands.

On motion duly made and seconded it was moved to grant the Applicant Amended General Development Plan Approval together with zoning protection for a term of 20 years as described above, subject to the following conditions:

1. The Applicant will comply with the relevant comments of the Board's professionals as detailed above.

2. The within Amended General Development Plan Approval is subject to any and all necessary governmental and/or regulatory approvals. To the extent that there is any inconsistencies between the General Development Plan Approval and the Amended General Development Plan Approval the latter will prevail.

3. The aforementioned motion was thereafter unanimously approved by a vote of seven in favor and one abstention.

NOW, THEREFORE, be it resolved by the Township of Hamilton Planning Board that the Applicant shall comply with all representations made to the Board during the course of the hearing or as otherwise contained in filed documents notwithstanding said representations may not be contained within this Resolution.

BE IT FURTHER RESOLVED that a copy of this Resolution be forwarded to the Board Administrator, the Applicant, the Township of Hamilton Clerk and the Township of Hamilton Construction Office.

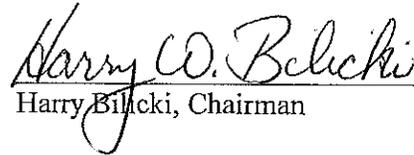
BE IT FURTHER RESOLVED, that a Notice of Decision be published by the Applicant in the official newspaper of the Township of Hamilton within 10 days of the date of the adoption of this Resolution.

Voting In Favor

Harry Bilicki
Wayne Choyce
Richard Cheek
Allan Womelsdorf
David Adams
Harry Rogers
Angela D. Harris-Moore

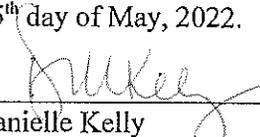
Abstention

John Percy



Harry Bilicki, Chairman

I hereby certify the foregoing to be a true copy of a Decision and Resolution adopted by the Township of Hamilton Planning Board on the 5th day of May, 2022.



Danielle Kelly
Planning Board Secretary

APPENDIX J

Habitat for Humanity Deeds for 13 Rembrandt, 9 Matisse & 6372 Beacon



**Atlantic County
Document Summary Sheet**

ATLANTIC COUNTY CLERK

5901 MAIN ST
MAYS LANDING NJ 08330 1797

ATLANTIC COUNTY, NJ
JOSEPH J. GIRALO, COUNTY CLERK
RECORDED 09/20/2024 10:46:57
RCPT # 1776294 RECD BY E-RECORD
NAME FEE
RECORDING FEES 110.00
INSTRUMENT# 2024038368
VOL 15646 PAGE 1 OF 10
Official Use Only

Transaction Identification Number

7304114 8934026

Submission Date(mm/dd/yyyy) 09/05/2024

Return Address (for recorded documents)

No. of Pages (excluding Summary Sheet) 8

ACW ABSTRACT, LLC
10000 LINCOLN E DR STE 302
MARLTON, NJ 08053

Recording Fee (excluding transfer tax) \$110.00

Realty Transfer Tax \$212.50

Total Amount \$322.50

Document Type DEED LOW/MODERATE INCOME(PARTIAL EXEMPTION FROM RTE)

Municipal Codes
HAMILTON TWP 15

Batch Type L2 - LEVEL 2 (WITH IMAGES)

595373

Additional Information (Official Use Only)

*** DO NOT REMOVE THIS PAGE.
COVER SHEET [DOCUMENT SUMMARY FORM] IS PART OF ATLANTIC COUNTY FILING RECORD.
RETAIN THIS PAGE FOR FUTURE REFERENCE.**



**Atlantic County
Document Summary Sheet**

DEED LOW/MODERATE INCOME(PARTIAL EXEMPTION FROM RTE)	Type		DEED LOW/MODERATE INCOME(PARTIAL EXEMPTION FROM RTE)			
	Consideration		\$175,000.00			
	Submitted By		SIMPLIFILE, LLC. (SIMPLIFILE)			
	Document Date		08/30/2024			
	Reference Info					
	Book ID	Book	Beginning Page	Instrument No.	Recorded/File Date	
	GRANTOR		Name		Address	
			HABITAT FOR HUMANITY OF SOUTH CENTRAL NEW JERSEY INC			
	GRANTEE		Name		Address	
			JAILEN T HEARD		13 REMBRANDT WAY, MAYS LANDING, NJ 08330	
			EMMA L HARRIS		13 REMBRANDT WAY, MAYS LANDING, NJ 08330	
	Parcel Info					
	Property Type	Tax Dist.	Block	Lot	Qualifier	Municipality
	15	1132.25	4		15	

* DO NOT REMOVE THIS PAGE.
COVER SHEET [DOCUMENT SUMMARY FORM] IS PART OF ATLANTIC COUNTY FILING RECORD.
RETAIN THIS PAGE FOR FUTURE REFERENCE.

Prepared by: Lori Leonard

DEED
 To State Regulated Property
 With Affordable Housing Covenants Restricting Conveyance, Mortgage Debt
 and Right of First Refusal

THIS DEED is made on this the 30th day of August, 2024 by and between Habitat for Humanity of South Central New Jersey, Inc., a non-profit corporation of the State of New Jersey, having its principal office at 530 Route 38 East, Maple Shade, New Jersey 08052 (“**Grantor**” or “**Habitat**”), and Jailen T. Heard and Emma L. Harris, residing at 13 Rembrandt Way, Mays Landing, NJ 08330 (“**Grantee(s)**”).

The words “Grantor” and “Grantee” shall mean all Grantors and all Grantees listed above.

Article 1. Consideration and Conveyance.

In return for payment to Grantor by Grantee(s) of \$175,000.00, One hundred and seventy-five thousand dollars and zero cents, the receipt of which is hereby acknowledged by Grantor, Grantor hereby grants and conveys to Grantee(s) 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, located in the Township of Hamilton, County of Atlantic, State of New Jersey, and designated more specifically as Block 1132.25, Lot 4 and also known by the street address: 13 Rembrandt Way, Mays Landing, NJ 08330.

The legal description is:

Please see attached Legal Description annexed hereto as **Schedule A- Legal Description** and made a part hereof (check box if applicable).

Article 3. Grantor’s Covenants.

Subject to the restrictions set forth in Articles 4 and 5 of this Deed, Grantor hereby covenants and affirms that Grantor has taken no action to encumber the Property. This promise is called a “covenant as to grantor’s act” (N.J.S.A. 46:4-6). This promise means that Grantor other than as set forth herein, has not allowed anyone else to obtain any legal rights which will affect the Property after the date of this Deed (such as by making a mortgage or allowing a judgment to be entered against Grantor).

Article 4. Affordable Housing Covenants.

The sale and use of the Property subject to this Deed is governed by rules and regulations governing controls on affordability, which are found in the New Jersey Administrative Code, Title 5, Chapter 93, Subchapter 9 (*N.J.A.C. 5:93-1 et seq.*), and Chapter 80, Subchapter 26 (*N.J.A.C. 5:80-26.1 et seq.*), and the rules and regulations of the Township’s Affordable Housing Program, as the same may hereafter be amended and supplemented (collectively, the “**Regulations**”). Consistent with the Regulations, the following covenants (the “**Covenants**”) shall run with the land, for the Property, for the period of time commencing upon the earlier of (a) the date hereof or (b) the date the initial certified household took title to the unit and terminating thirty (30) years thereafter (the “**Control Period**”). Therefore, as of August 30th, 2024, there remains 20 years left in the Control Period.

DMFIRM #400138945 v1

A. The Property shall be restricted for low-income housing for income qualified individuals, and shall be part of the Township's Affordable Housing Program, and subject to the rules and regulations of the Township's Affordable Housing Program, UHAC, and COAH, and any other rules and regulations applicable to affordable housing in the Township of Township and State of New Jersey, as the same may be amended and supplemented from time to time, for the duration of the Control Period, as the same may be extended pursuant to agreement of the parties or pursuant to law. The Affordable Unit may be conveyed only to a household that has been approved in advance and in writing by the Township of Township or other administrative agent appointed under the Regulations (hereinafter, collectively, the "Administrative Agent").

B. No sale of the Property shall be lawful unless approved in advance and in writing by the Township or its designated administrative agent, and no sale shall be for consideration greater than the maximum permitted price ("MRP") as determined by Township or its designated 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 by Township or its designated administrative agent. At no time shall Township or its designated 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 affordable housing restrictions implemented by this Deed shall continue after any subsequent conveyance of the Property; however, Owner shall include in any future deed conveying title to the Property any and all affordable housing restrictions as may be required by the Township's Affordable Housing Program, UHAC, and COAH.

E. The Owner of the Affordable Unit shall at all times maintain the Affordable Unit as his or her principal place of residence.

F. Except as set forth in G, 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.

G. If the Affordable Unit is a two-family home, the Owner shall be permitted to 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.

H. 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 Township or its designated administrative agent.

I. The affordable housing declarations, covenants, conditions, and restrictions implemented by this Deed and by incorporation, *N.J.A.C. 5:80-26.1 et seq.* and *N.J.A.C. 5:93-9.1 et seq.*, shall remain in effect despite entry and enforcement of any judgment of foreclosure with respect to the Property so long as the Affordable Unit remains subject to the affordability controls being implemented by this Deed.

J. The Property shall remain subject to the requirements hereof until the Township 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 a TOTAL of thirty (30) years. As previously stated, as of August 30th, 2024, 20 years remain in the Control Period.

Article 5. Remedies for Breach of Affordable Housing Covenants

A breach of the Covenants will cause irreparable harm to the Township's Affordable Housing Program, and to the public, in light of the public policies set forth in the New Jersey Fair Housing Act, the Uniform Housing Affordability 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. 5:80-26.18*:

A. In the event of a threatened or actual breach of any of the Covenants set forth herein by Owner or by any successor in interest or other owner of the Property, Township or its designated administrative agent shall have all rights and remedies provided at law or in equity, including but not limited to the right to seek injunctive relief or specific performance.

B. Upon the occurrence of an actual breach of any of the Covenants set forth herein by Owner or by any successor in interest or other owner of the Property, Township or its designated administrative agent shall have all rights and remedies provided at law or in 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. This Deed replaces and supersedes any prior Affordable Housing Agreement; Deed of Covenants, Conditions and Restrictions that was filed in the Office of the Clerk, County of Atlantic.

The covenants, conditions, and restrictions contained in this Deed shall run with the land and shall bind Owner, their successors, heirs and assigns.

[CONTINUED ON THE NEXT PAGE]

EXECUTION BY GRANTOR

Signed by Grantor on the date hereof. If 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.

HABITAT FOR HUMANITY OF SOUTH CENTRAL NEW JERSEY, INC.

By: [Signature] {SEAL}
JOHN GARTON, CFO/COO

STATE OF NEW JERSEY, COUNTY OF Burlington ~~ATLANTIC~~

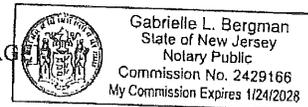
I CERTIFY that on August 30, 2024 John Garton personally came before me and acknowledged under oath, to my satisfaction, that this person (or if more than one, each person):

- (a) was the maker of the attached instrument
- (b) was authorized and did execute this instrument as CFO/COO of HABITAT FOR HUMANITY OF SOUTH CENTRAL NEW JERSEY, INC., a New Jersey non-profit corporation, the entity named in this instrument;
- (c) executed this instrument as the act of entity named in this instrument; and the corporation named in this document; and
- (d) made this deed for \$175,000 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)

[Signature]
Notary Public

My commission expires:

[SIGNATURES CONTINUED ON THE NEXT PAGE]



GIT/REP-3
(2-21)
(Print or Type)

**State of New Jersey
Seller's Residency Certification/Exemption**

Seller's Information

Name(s): **Habitat for Humanity of South Central New Jersey Inc.**
 Current Street Address: **530 Route 38 E**
 City, Town, Post Office: **Maple Shade** State: **NJ** ZIP Code: **08052**

Property Information

Block(s): **1132.25** Lot(s): **4** Qualifier:
 Street Address: **13 Rembrandt Way**
 City, Town, Post Office: **Mays Landing** State: **New Jersey** ZIP Code: **08330**

Seller's Percentage of Ownership	Total Consideration	Owner's Share of Consideration	Closing Date
100	175,000.00	175,000.00	8/30/24

Seller's Assurances (Check the Appropriate Box) (Boxes 2 through 16 apply to Residents and Nonresidents)

- 1 Seller is a resident taxpayer (individual, estate, or trust) of the State of New Jersey pursuant to the New Jersey Gross Income Tax Act, will file a resident Gross Income Tax return, and will pay any applicable taxes on any gain or income from the disposition of this property.
- 2 The real property sold or transferred is used exclusively as a principal residence as defined in 26 U.S. Code section 121.
- 3 Seller is a mortgagor conveying the mortgaged property to a mortgagee in foreclosure or in a transfer in lieu of foreclosure with no additional consideration.
- 4 Seller, transferor, or transferee is an agency or authority of the United States of America, an agency or authority of the State of New Jersey, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, or a private mortgage insurance company.
- 5 Seller is not an individual, estate, or trust and is not required to make an estimated Gross Income Tax payment.
- 6 The total consideration for the property is \$1,000 or less so the seller is not required to make an estimated Income Tax payment.
- 7 The gain from the sale is not recognized for federal income tax purposes under 26 U.S. Code section 721, 1031, or 1033 (CIRCLE THE APPLICABLE SECTION). If the indicated 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 and report the recognized gain.
 Seller did not receive non-like kind property.
- 8 The real property is being transferred by an executor or administrator of a decedent to a devisee or heir to effect distribution of the decedent's estate in accordance with the provisions of the decedent's will or the intestate laws of this State.
- 9 The real property being sold is subject to a short sale instituted by the mortgagee, whereby the seller agreed not to receive any proceeds from the sale and the mortgagee will receive all proceeds paying off an agreed amount of the mortgage.
- 10 The deed is dated prior to August 1, 2004, and was not previously recorded.
- 11 The real property is being transferred under a relocation company transaction where a trustee of the relocation company buys the property from the seller and then sells the house to a third party buyer for the same price.
- 12 The real property is being transferred between spouses or incident to a divorce decree or property settlement agreement under 26 U.S. Code section 1041.
- 13 The property transferred is a cemetery plot.
- 14 The seller is not receiving net proceeds from the sale. Net proceeds from the sale means the net amount due to the seller on the settlement sheet.
- 15 The seller is a retirement trust that received an acknowledgment letter from the Internal Revenue Service that the seller is a retirement trust, and is therefore not required to make the estimated Gross Income Tax payment.
- 16 The seller (and/or spouse/civil union partner) originally purchased the property while a resident of New Jersey as a member of the U.S. Armed Forces and is now selling the property as a result of being deployed on active duty outside of New Jersey. (Only check this box if applicable and neither boxes 1 nor 2 apply.)

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 may be punished by fine, imprisonment, or both. I furthermore declare that I have examined this declaration and, to the best of my knowledge and belief, it is true, correct and complete. By checking this box I certify that a Power of Attorney to represent the seller(s) has been previously recorded or is being recorded simultaneously with the deed to which this form is attached.

8/30/24 Date
 _____ Signature (Seller) Indicate if Power of Attorney or Attorney in Fact
 By: **John Garton, CFO of Habitat for Humanity of South Central New Jersey, Inc.**

 Date Signature (Seller) Indicate if Power of Attorney or Attorney in Fact

RTF-1 (Rev. 3/2/22)
MUST SUBMIT IN DUPLICATE

STATE OF NEW JERSEY
AFFIDAVIT OF CONSIDERATION FOR USE BY SELLER
(Chapter 49, P.L.1968, 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 Atlantic } SS. County Municipal Code 1103

FOR RECORDER'S USE ONLY
Consideration \$
RTF paid by seller \$
Date By

MUNICIPALITY OF PROPERTY LOCATION Township of Hamilton *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)

Deponent, John Garton being duly sworn according to law upon his/her oath,
deposes and says that he/she is the Corporate Officer in a deed dated 8/30/24 transferring
real property identified as Block number 1132.25 Lot number 4 located at
13 Rembrandt Way, Township of Hamilton, Atlantic and annexed thereto.

(2) CONSIDERATION \$ 175,000.00 (Instructions #1 and #5 on reverse side) [X] no prior mortgage to which property is subject.

(3) Property transferred is Class 4A 4B 4C (circle one). If property transferred is Class 4A, calculation in Section 3A below is required.

(3A) 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

\$ + % = \$

If Director's Ratio is less than 100%, the equalized valuation will be an amount greater than the assessed value. If Director's Ratio is equal to or in excess of 100%, the assessed value will be equal to the equalized valuation.

(4) FULL EXEMPTION FROM FEE (See Instruction #8 on reverse side)

Deponent states that this deed transaction is fully exempt from the Realty Transfer Fee imposed by C. 49, P.L. 1968, as amended through C. 66, P.L. 2004, for the following reason(s). Mere reference to exemption symbol is insufficient. Explain in detail.

(5) PARTIAL EXEMPTION FROM FEE (Instruction #9 on reverse side)

NOTE: All boxes below apply to grantor(s) only. ALL BOXES IN APPROPRIATE CATEGORY MUST BE CHECKED. Failure to do so will void claim for partial exemption. Deponent claims that this deed transaction is exempt from State portions of the Basic, Supplemental, and General Purpose Fees, as applicable, imposed by C. 176, P.L. 1975, C. 113, P.L. 2004, and C. 86, P.L. 2004 for the following reason(s):

- A. SENIOR CITIZEN Grantor(s) [] 62 years of age or over. * (Instruction #9 on reverse side for A or B)
B. BLIND PERSON Grantor(s) [] legally blind or. *
DISABLED PERSON Grantor(s) [] permanently and totally disabled [] receiving disability payments [] not gainfully employed*
Senior citizens, blind persons, or disabled persons must also meet all of the following criteria:
[] Owned and occupied by grantor(s) at time of sale [] Resident of State of New Jersey
[] One or two-family residential premises. [] Owners as joint tenants must all qualify.

*IN CASE OF HUSBAND AND WIFE, PARTNERS IN A CIVIL UNION COUPLE, ONLY ONE GRANTOR NEED QUALIFY IF TENANTS BY THE ENTIRETY

C. LOW AND MODERATE INCOME HOUSING (Instruction #9 on reverse side) IF APPLIES ALL BOXES MUST BE CHECKED.
[X] Affordable according to H.U.D. standards. [X] Reserved for occupancy.
[X] Meets income requirements of region. [X] Subject to resale controls

(6) NEW CONSTRUCTION (Instructions #2, #10 and #12 on reverse side) IF APPLIES ALL BOXES MUST BE CHECKED
[] Entirely new improvement [] Not previously occupied
[] Not previously used for any purpose. [] 'NEW CONSTRUCTION' printed clearly at top of first page of the deed

(7) RELATED LEGAL ENTITIES TO LEGAL ENTITIES (Instructions #5, #12, #14 on reverse side) IF APPLIES ALL BOXES MUST BE CHECKED.
[] No prior mortgage assumed or to which property is subject at time of sale.
[] No contributions to capital by either grantor or grantee legal entity.
[] No stock or money exchanged by or between grantor or grantee legal entities.

(8) INTERCOMPANY TRANSFER IF APPLIES ALL BOXES MUST BE CHECKED. (Instruction #15 on reverse side)
[] Intercompany transfer between combined group members as part of the unitary business
[] Combined group NU ID number (Required)

(9) Deponent makes this Affidavit to induce county clerk or register of deeds to record the deed and accept the fee submitted herewith in accordance with the provisions of Chapter 49, P.L. 1968, as amended through Chapter 33, P.L. 2006.

Subscribed and sworn to before me this 30 day of August, 2024

Gabrielle L. Bergman
State of New Jersey
Notary Public
Commission No. 2429166
My Commission Expires 1/24/2028

Habitat for Humanity of South Central New Jersey Inc.
Signature of Deponent
530 Route 38 E
Maple Shade, NJ 08052
Deponent Address
Grantor Name
530 Route 38 E
Maple Shade, NJ 08052
Grantor Address at Time of Sale
ACW Abstract, LLC
Last three digits in Grantor's Social Security Number Name/Company of Settlement Officer

FOR OFFICIAL USE ONLY
Instrument Number County
Deed Number Book Page
Deed Dated Date Recorded

County recording officers shall forward one copy of each RTF-1 form when Section 3A is completed to: STATE OF NEW JERSEY

PO BOX 251
TRENTON, NJ 08695-0251
ATTENTION: REALTY TRANSFER FEE UNIT

The Director of the Division of Taxation in the Department of the Treasury has prescribed this form as required by law, and may not be altered or amended without prior approval of the Director. For information on the Realty Transfer Fee or to print a copy of this Affidavit, visit the Division of Taxation website at www.state.nj.us/treasury/taxation/lpt/localtax.htm

EXHIBIT A Legal Description

ALL that certain lot, parcel or tract of land, situate and lying in the Township of Hamilton, County of Atlantic, State of New Jersey, and being more particularly described as follows:

BEGINNING at a point in the Northeasterly line of Rembrandt Way (50' wide) North 62 degrees 52 minutes 52 seconds West 209.47 feet from the end of a curve connecting the Northeasterly line of Rembrandt Way with the Northwesterly line of Renaissance Drive (50' wide) said beginning point being in the division line between Lots 3 and 4, Block 1132.25 on below mentioned plan and from thence running:

- (1) North 62 degrees 52 minutes 52 seconds West along the Northeasterly line of Rembrandt Way, a distance of 75.0 feet to a point in the division line between Lots 4 and 5, Block 1132.25 on below mentioned plan; thence
- (2) North 27 degrees 07 minutes 08 seconds East along the last mentioned division line and at right angles to Rembrandt Way, a distance of 135.0 feet to a point in the division line between Lots 20 and 4, Block 1132.25 on below mentioned plan; thence
- (3) South 62 degrees 52 minutes 52 seconds East along the division line between Lots 20.21 and 4, Block 1132.25 on below mentioned plan and parallel with Rembrandt Way, a distance of 75.0 feet to a point in the division line between Lots 3 and 4, Block 1132.25 on below mentioned plan; thence
- (4) South 27 degrees 07 minutes 08 seconds West along the last mentioned division line and at right angles to Rembrandt Way, a distance of 135.0 feet to a point in the Northeasterly line of Rembrandt Way and the point and place of Beginning.

Subject to and together with 20' x 100.36' drainage easement along the 4th course and a 5' wide landscape easement along the front property line and shown on below mentioned plan.

BEING KNOWN AS Lot 4 in Block 1132.25 as shown on major subdivision entitled "Final Plan of Lots of Glen Eyre @ Hamilton, Palette III, Hamilton Township, Atlantic County, New Jersey" prepared by Adams, Rehmann & Heggan Associates, Inc., filed October 18, 2007 as Instrument No. 2007094359-B in the Atlantic County Clerk's Office.

Commonly known as 13 Rembrandt Way, Mays Landing, New Jersey.

FOR INFORMATIONAL PURPOSES ONLY: Also known as Lot 4 in Block 1132.25 on the Township of Hamilton Tax Map.

This page is only a part of a 2021 ALTA® Commitment for Title Insurance issued by Old Republic National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions.

ORT Form 4757A NJ
Exhibit A - ALTA Commitment for Title Insurance 2021 v. 1.00
07/01/2021
NJRB 3-10 Last Revised 11/01/2023

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ATLANTIC COUNTY, NJ
EDWARD P. McGETTIGAN, COUNTY CLERK
RCPT # 1252732 RECD BY Debbie
REC FEE \$70.00 CDN \$180,000.00
RTF \$801.00
RECD 07/26/2016 02:57:28 PM
INST # 2016044902 VDL 14102

Prepared by:

Melvyn J. Tarnopol, Esquire

DEED

This Deed is made on June 30, 2016,

BETWEEN HABITAT FOR HUMANITY ATLANTIC COUNTY, INC., a New Jersey non-profit corporation, whose post office address is P.O. Box 443, Pleasantville, New Jersey 08232, referred to as the Grantor,

AND ANTHONY WYLIE AND KAREN WYLIE, Husband and Wife, having an address at 9 Matisse Drive, Mays Landing, New Jersey 08330, 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 HUNDRED EIGHTY THOUSAND DOLLARS (\$180,000.00) ~~and other good and valuable consideration.~~ The Grantor acknowledges receipt of this money.

Tax Map Reference. (N.J.S.A. 46:15-1.1) Municipality of Township of Hamilton, Block No. 1132.26, Lot. No. 3.

Property. The property ("Property") consists of all that certain lot, tract or parcel of land and premises situate, lying and being in the Township of Hamilton, County of Atlantic and State of New Jersey, bounded and described as follows:

The unit ("Unit") consists of all that certain lot, tract or parcel of land and premises situate, lying and being in the Township of Hamilton, County of Atlantic and State of New Jersey, bounded and described as follows:

BEING KNOWN AS Lot 3 in Block 1132.26 as shown on Major Subdivision entitled "Final Plan of Lots of Glen Eyre @ Hamilton, Palette III, Hamilton Township, Atlantic County, New Jersey" prepared by Adams, Rehmann & Heggan Associates, Inc., filed October 18, 2007 as Instrument No. 2007094359-B in the Atlantic County Clerk's Office.

Commonly known as 9 Matisse Drive, Mays Landing, New Jersey 08330

Block 1132.26, Lot 3, Township of Hamilton, Atlantic County, New Jersey.

Subject to all restrictions, covenants, encumbrances, easements, rights-of-way, agreements, exceptions, liens, known or unknown, and whether or not of record.

41029155v1

ACCOUNT #440
THE TITLE COMPANY OF JERSEY
NORTHFIELD, NEW JERSEY 08225

205825

HAMILT
4



GIT/REP-3
(5-12)

State of New Jersey
SELLER'S RESIDENCY CERTIFICATION/EXEMPTION
(C.55, P.L. 2004)

(Please Print or Type)

SELLER(S) INFORMATION (See Instructions, Page 2)

Name(s)
Habitat for Humanity of Atlantic County, Inc.
Current Resident Address:
Street: PO Box 443
City, Town, Post Office State Zip Code
Pleasantville New Jersey 08232

PROPERTY INFORMATION (Brief Property Description)

Block(s)	Lot(s)	Qualifier
1132.26	3	

Street Address:
9 Matisse Drive
City, Town, Post Office State Zip Code
Mays Landing New Jersey 08330

Seller's Percentage of Ownership	Consideration	Closing Date
100%	\$180,000.00	June 30, 2016

SELLER ASSURANCES (Check the Appropriate Box) (Boxes 2 through 10 apply to Residents and Non-residents)

1. I am a resident taxpayer (individual, estate, or trust) of the State of New Jersey pursuant to N.J.S.A. 54A: 1-1 et seq. and will file a resident gross income tax return and pay any applicable taxes on any gain or income from the disposition of this property.
2. The real property being sold or transferred is used exclusively as my principal residence within the meaning of section 121 of the federal Internal Revenue Code of 1986, 26 U.S.C. s. 121.
3. I am a mortgagor conveying the mortgaged property to a mortgagee in foreclosure or in a transfer in lieu of foreclosure with no additional consideration.
4. Seller, transferor or transferee is an agency or authority of the United States of America, an agency or authority of the State of New Jersey, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, or a private mortgage insurance company.
5. Seller is not an individual, estate or trust and as such not required to make an estimated payment pursuant to N.J.S.A. 54A:5-1-1 et seq.
6. The total consideration for the property is \$1,000 or less and as such, the seller is not required to make an estimated payment pursuant to N.J.S.A. 54A:5-1-1 et seq.
7. The gain from the sale will not be recognized for Federal income tax purposes under I.R.C. Section 721, 1031, 1033 or is a cemetery plot. (CIRCLE THE APPLICABLE SECTION). If such section does not ultimately apply to this transaction, the seller acknowledges the obligation to file a New Jersey income tax return for the year of the sale (see instructions).
 No non-like kind property received.
8. Transfer by an executor or administrator of a decedent to a devisee or heir to effect distribution of the decedent's estate in accordance with the provisions of the decedent's will or the intestate laws of this state.
9. The property being sold is subject to a short sale instituted by the mortgagee, whereby the seller has agreed not to receive any proceeds from the sale and the mortgagee will receive all proceeds paying off an agreed amount of the mortgage.
10. The deed being recorded is a deed dated prior to the effect date of P.L. 2004, c. 55 (August 1, 2004), and was previously unrecorded.

SELLER(S) DECLARATION

The undersigned understands that this declaration and its contents may be disclosed or provided to the New Jersey Division of Taxation and that any false statement contained herein could be punished by fine, imprisonment, or both. I furthermore declare that I have examined this declaration and, to the best of my knowledge and belief, it is true, correct and complete. By checking this box I certify that the Power of Attorney to represent the seller(s) has been previously recorded or is being recorded simultaneously with the deed to which this form is attached.

6/30/16
Date

Bill Seward, President
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

DEED

HABITAT FOR HUMANITY ATLANTIC COUNTY, INC., a
New Jersey non-profit corporation,
Grantor

To

ANTHONY WYLIE AND KAREN WYLIE, HUSBAND AND WIFE,
Grantee

Dated: _____, 2016

RECORD AND RETURN TO:

THE TITLE COMPANY OF JERSEY
1501 Tilton Road, 2nd Floor
Northfield, New Jersey 08225
609-641-7000

41029155v1



**Atlantic County
Document Summary Sheet**

ATLANTIC COUNTY CLERK

5901 MAIN ST

MAYS LANDING NJ 08330 1797

ATLANTIC COUNTY, NJ
 JOSEPH J. GIRALO, COUNTY CLERK
 RECORDED 09/02/2022 13:49:32
 RCPT # 1679351 RECD BY E-RECORD
 NAME FEE
 RECORDING FEES 110.00
 INSTRUMENT# 2022045903
 VOL 15297 PAGE 1 OF 10

Official Use Only

Transaction Identification Number

6301041

7633554

Submission Date(mm/dd/yyyy)

09/02/2022

Return Address *(for recorded documents)*

No. of Pages (excluding Summary Sheet)

8

ACW ABSTRACT, LLC
 10000 LINCOLN E DR STE 201
 MARLTON, NJ 08053

Recording Fee (excluding transfer tax)

\$110.00

Realty Transfer Tax

\$133.00

Total Amount

\$243.00

Document Type

DEED LOW/MODERATE INCOME(PARTIAL
 EXEMPTION FROM RTF)

Municipal Codes

HAMILTON TWP

15

Batch Type

L2 - LEVEL 2 (WITH IMAGES)

488481

Additional Information (Official Use Only)

*** DO NOT REMOVE THIS PAGE.
 COVER SHEET [DOCUMENT SUMMARY FORM] IS PART OF ATLANTIC COUNTY FILING RECORD.
 RETAIN THIS PAGE FOR FUTURE REFERENCE.**



**Atlantic County
Document Summary Sheet**

DEED LOW/MODERATE INCOME(PARTIAL EXEMPTION FROM RTF)	Type		DEED LOW/MODERATE INCOME(PARTIAL EXEMPTION FROM RTF)			
	Consideration		\$133,000.00			
	Submitted By		SIMPLIFILE, LLC. (SIMPLIFILE)			
	Document Date		11/02/2021			
	Reference Info					
	Book ID	Book	Beginning Page	Instrument No.	Recorded/File Date	
	GRANTOR	Name			Address	
		HABITAT FOR HUMANITY OF BURLINGTON MERCER AND ATLANTIC COUNTIES INC				
		ATLANTIC COUNTY HABITAT FOR HUMANITY				
	GRANTEE	Name			Address	
		RAULA POLANCO			6372 BEACON AVENUE, MAYS LANDING, NJ 08330	
		MARIBEL ABREU-BRITO			6372 BEACON AVENUE, MAYS LANDING, NJ 08330	
	Parcel Info					
Property Type	Tax Dist.	Block	Lot	Qualifier	Municipality	
	15	611	17		15	

* DO NOT REMOVE THIS PAGE.
COVER SHEET (DOCUMENT SUMMARY FORM) IS PART OF ATLANTIC COUNTY FILING RECORD.
RETAIN THIS PAGE FOR FUTURE REFERENCE.

Prepared by: Lori Leonard

DEED
 To State Regulated Property
 With Affordable Housing Covenants Restricting Conveyance, Mortgage Debt,
 Right of First Purchase and Shared Appreciation

THIS DEED is made on this the November 2nd, 2021 by and between Habitat for Humanity of Burlington Mercer and Atlantic Counties, Inc. a non profit corporation of the State of New Jersey, successor by merger to Atlantic County Habitat for Humanity, having its principal office at 530 Route 38 East, Maple Shade, New Jersey 08052 (“**Grantor**” or “**Habitat**”), and Raul A. Polanco and Maribel Abreu-Brito, residing at 6372 Beacon Avenue, Mays Landing, NJ 08330 (“**Grantee(s)**”).

The words “Grantor” and “Grantee” shall mean all Grantors and all Grantees listed above.

Article 1. Consideration and Conveyance.

In return for payment to Grantor by Grantee(s) of One hundred and thirty-three thousand dollars and zero cents (\$133,000), the receipt of which is hereby acknowledged by Grantor, Grantor hereby grants and conveys to Grantee(s) 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, located in the Township of Hamilton, County of Atlantic, State of New Jersey, and designated more specifically as Block 611 Lot 17 and also known by the street address: : 6372 Beacon Avenue, Mays Landing, NJ 08330.

The legal description is:

Please see attached Legal Description annexed hereto as **Schedule A- Legal Description** and made a part hereof (check box if applicable).

Article 3. Grantor’s Covenants.

Subject to the restrictions set forth in Articles 4 and 5 of this Deed, Grantor hereby covenants and affirms that Grantor has taken no action to encumber the Property. This promise is called a “covenant as to grantor’s act” (N.J.S.A. 46:4-6). This promise means that Grantor other than as set forth herein, has not allowed anyone else to obtain any legal rights which will affect the Property after the date of this Deed (such as by making a mortgage or allowing a judgment to be entered against Grantor).

Article 4. Affordable Housing Covenants.

The sale and use of the Property subject to this Deed is governed by rules and regulations governing controls on affordability, which are found in the New Jersey Administrative Code, Title 5, Chapter 93, Subchapter 9 (*N.J.A.C. 5:93-1 et seq.*), and Chapter 80, Subchapter 26 (*N.J.A.C. 5:80-26.1 et seq.*), and the rules and regulations of the Township’s Affordable Housing Program, as the same may hereafter be amended and supplemented (collectively, the “**Regulations**”). Consistent with the Regulations, the following covenants (the “**Covenants**”) shall run with the land, for the Property, for the period of time commencing upon the earlier of (a) the date hereof or (b) the date the initial certified household took title to the unit and terminating thirty (30) years thereafter (the “**Control Period**”).

DMFIRM #400138945 v1

American Land Title Association

Commitment for Title Insurance
Adopted 08-01-2016
Technical Corrections 04-02-2018

Old Republic National Title Insurance Company

SCHEDULE A

(continued)

File No. ACW-1551

LEGAL DESCRIPTION

ALL that certain lot, tract or parcel of land situate, lying and being in the Township of Hamilton, County of Atlantic and State of New Jersey, bounded and described as follows:

BEGINNING at a point in the centerline of the Beacon Avenue (formerly Beech Avenue, 50 feet wide), South 29 degrees 11 minutes 17 seconds West, a distance of 1344.28 feet from the centerline of Harding Highway and extending; thence

1. South 56 degrees 20 minutes East, along the division line of Lots 17 and 18.01, a distance of 550.42 feet to a point; thence
2. South 33 degrees 40 minutes West, a distance of 161.00 feet to a point in the division line of Lots 16 and 17; thence
3. North 56 degrees 20 minutes West, along same, a distance of 537.81 feet to a point on the centerline of Beacon Avenue; thence
4. North 29 degrees 11 minutes 17 seconds East, along same, a distance of 161.30 feet to the point and place of BEGINNING.

NOTE FOR INFORMATION ONLY: Being known as Tax Lot 17 in Tax Block 611 as shown on the Township of Hamilton Tax Map.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Old Republic National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

NEW JERSEY LAND TITLE
INSURANCE RATING BUREAU

NJRB 3-09
Last Revised: 09/01/19

A. The Property shall be restricted for low-income housing for income qualified individuals, and shall be part of the Township's Affordable Housing Program, and subject to the rules and regulations of the Township's Affordable Housing Program, UHAC, and COAH, and any other rules and regulations applicable to affordable housing in the Township of Township and State of New Jersey, as the same may be amended and supplemented from time to time, for the duration of the Control Period, as the same may be extended pursuant to agreement of the parties or pursuant to law. The Affordable Unit may be conveyed only to a household that has been approved in advance and in writing by the Township of Township or other administrative agent appointed under the Regulations (hereinafter, collectively, the "Administrative Agent").

B. No sale of the Property shall be lawful unless approved in advance and in writing by the Township or its designated administrative agent, and no sale shall be for consideration greater than the maximum permitted price ("MRP") as determined by Township or its designated 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 by Township or its designated administrative agent. At no time shall Township or its designated 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 affordable housing restrictions implemented by this Deed shall continue after any subsequent conveyance of the Property; however, Owner shall include in any future deed conveying title to the Property any and all affordable housing restrictions as may be required by the Township's Affordable Housing Program, UHAC, and COAH.

E. The Owner of the Affordable Unit shall at all times maintain the Affordable Unit as his or her principal place of residence.

F. Except as set forth in G, 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.

G. If the Affordable Unit is a two-family home, the Owner shall be permitted to 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.

H. 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 Township or its designated administrative agent.

I. The affordable housing declarations, covenants, conditions, and restrictions implemented by this Deed and by incorporation, *N.J.A.C. 5:80-26.1 et seq.* and *N.J.A.C. 5:93-9.1 et seq.*, shall remain in effect despite entry and enforcement of any judgment of foreclosure with respect to the Property so long as the Affordable Unit remains subject to the affordability controls being implemented by this Deed.

J. The Property shall remain subject to the requirements hereof until the Township 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 a TOTAL of thirty (30) years – incorporating the (fifteen) 15 years required in accordance with the HOME Loan Mortgage.

Article 5. Remedies for Breach of Affordable Housing Covenants

A breach of the Covenants will cause irreparable harm to the Township's Affordable Housing Program, and to the public, in light of the public policies set forth in the New Jersey Fair Housing Act, the Uniform Housing Affordability 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. 5:80-26.18*:

A. In the event of a threatened or actual breach of any of the Covenants set forth herein by Owner or by any successor in interest or other owner of the Property, Township or its designated administrative agent shall have all rights and remedies provided at law or in equity, including but not limited to the right to seek injunctive relief or specific performance.

B. Upon the occurrence of an actual breach of any of the Covenants set forth herein by Owner or by any successor in interest or other owner of the Property, Township or its designated administrative agent shall have all rights and remedies provided at law or in 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. This Deed replaces and supersedes any prior Affordable Housing Agreement; Deed of Covenants, Conditions and Restrictions that was filed in the Office of the Clerk, County of Atlantic.

The covenants, conditions, and restrictions contained in this Deed shall run with the land and shall bind Owner, their successors, heirs and assigns.

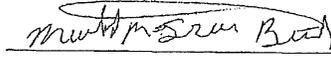
[CONTINUED ON THE NEXT PAGE]

EXECUTION AND ACCEPTANCE BY GRANTEE(S)

Signed, acknowledged and accepted by Grantees on the date hereof.



Raul Polanco



Maribel Abreu - Brito

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 the 2 day of November, 2021, appeared before me in person. *Raul Polanco and Maribel Abreu*. I am satisfied that this person is the person named in and who signed this Deed.
-Brito

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 \$ **133,000.00**.



Officer's signature: Sign above, and print stamp or type name below

Gabrielle L. Bergman
Notary Public
New Jersey
My Commission Expires 1-24-2023

GIT/REP-3
(2-21)
(Print or Type)

**State of New Jersey
Seller's Residency Certification/Exemption**

Seller's Information

Name(s) **Habitat for Humanity of Burlington Mercer and Atlantic Counties, Inc. a non profit corporation of the State of New Jersey, successor by merger to Atlantic County Habitat for Humanity**
 Current Street Address **530 Route 38 East**
 City, Town, Post Office **Maple Shade** State **NJ** ZIP Code **08052**

Property Information

Block(s) **611** Lot(s) **17** Qualifier
 Street Address **6372 Beacon Avenue**
 City, Town, Post Office **Mays Landing** State **New Jersey** ZIP Code **08330**

Seller's Percentage of Ownership 100	Total Consideration 133,000.00	Owner's Share of Consideration 133,000.00	Closing Date 11/2/21
--	--	---	--------------------------------

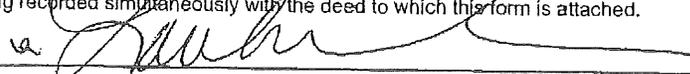
Seller's Assurances (Check the Appropriate Box) (Boxes 2 through 16 apply to Residents and Nonresidents)

1. Seller is a resident taxpayer (individual, estate, or trust) of the State of New Jersey pursuant to the New Jersey Gross Income Tax Act, will file a resident Gross Income Tax return, and will pay any applicable taxes on any gain or income from the disposition of this property.
2. The real property sold or transferred is used exclusively as a principal residence as defined in 26 U.S. Code section 121.
3. Seller is a mortgagor conveying the mortgaged property to a mortgagee in foreclosure or in a transfer in lieu of foreclosure with no additional consideration.
4. Seller, transferor, or transferee is an agency or authority of the United States of America, an agency or authority of the State of New Jersey, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, or a private mortgage insurance company.
5. Seller is not an individual, estate, or trust and is not required to make an estimated Gross Income Tax payment.
6. The total consideration for the property is \$1,000 or less so the seller is not required to make an estimated Income Tax payment.
7. The gain from the sale is not recognized for federal income tax purposes under 26 U.S. Code section 721, 1031, or 1033 (CIRCLE THE APPLICABLE SECTION). If the indicated 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 and report the recognized gain.
 Seller did not receive non-like kind property.
8. The real property is being transferred by an executor or administrator of a decedent to a devisee or heir to effect distribution of the decedent's estate in accordance with the provisions of the decedent's will or the intestate laws of this State.
9. The real property being sold is subject to a short sale instituted by the mortgagee, whereby the seller agreed not to receive any proceeds from the sale and the mortgagee will receive all proceeds paying off an agreed amount of the mortgage.
10. The deed is dated prior to August 1, 2004, and was not previously recorded.
11. The real property is being transferred under a relocation company transaction where a trustee of the relocation company buys the property from the seller and then sells the house to a third party buyer for the same price.
12. The real property is being transferred between spouses or incident to a divorce decree or property settlement agreement under 26 U.S. Code section 1041.
13. The property transferred is a cemetery plot.
14. The seller is not receiving net proceeds from the sale. Net proceeds from the sale means the net amount due to the seller on the settlement sheet.
15. The seller is a retirement trust that received an acknowledgment letter from the Internal Revenue Service that the seller is a retirement trust, and is therefore not required to make the estimated Gross Income Tax payment.
16. The seller (and/or spouse/civil union partner) originally purchased the property while a resident of New Jersey as a member of the U.S. Armed Forces and is now selling the property as a result of being deployed on active duty outside of New Jersey. (Only check this box if applicable and neither boxes 1 nor 2 apply.)

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 may be punished by fine, imprisonment, or both. I furthermore declare that I have examined this declaration and, to the best of my knowledge and belief, it is true, correct and complete. By checking this box I certify that a Power of Attorney to represent the seller(s) has been previously recorded or is being recorded simultaneously with the deed to which this form is attached.

November 2, 2021


 Signature (Seller) Indicate if Power of Attorney or Attorney in Fact
By: Lori Leonard, CEO

Date _____ Signature (Seller) _____ Indicate if Power of Attorney or Attorney in Fact _____

EXECUTION BY GRANTOR

Signed by Grantor on the date hereof. If 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.

Habitat for Humanity of Burlington Mercer and Atlantic Counties Inc.,
by way of merger to Atlantic County Habitat for Humanity

By:  (SEAL)
LORI LEONARD, CEO

STATE OF NEW JERSEY, COUNTY OF Burlington

I CERTIFY that on 11/21/21, Lori Leonard personally came before me and acknowledged under oath, to my satisfaction, that this person (or if more than one, each person):

- (a) was the maker of the attached instrument
- (b) was authorized and did execute this instrument as CEC of Habitat for Humanity of Burlington Mercer and Atlantic Counties Inc., by way of merger to Atlantic County Habitat for humanity corporation, the entity named in this instrument;
- (c) executed this instrument as the act of entity named in this instrument; and the corporation named in this document; and
- (d) made this deed for \$133,000.00 as the full and actual consideration paid or to be paid for the transfer of title. (Such consideration is defined in N.J.S.A. 46:15-5)


Notary Public
Gabrielle L. Bergman
My Commission Expires 1/24/2023
Notary Public - State of New Jersey

My commission expires:

[SIGNATURES CONTINUED ON THE NEXT PAGE]

Gabrielle L. Bergman
Notary Public
New Jersey
My Commission Expires 1-24-2023

RTF-1 (Rev. 7/14/10) MUST SUBMIT IN DUPLICATE

STATE OF NEW JERSEY AFFIDAVIT OF CONSIDERATION FOR USE BY SELLER

(Chapter 49, P.L.1968, 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 Atlantic } SS. County Municipal Code 1103

FOR RECORDER'S USE ONLY
Consideration \$
RTF paid by seller \$
Date By

MUNICIPALITY OF PROPERTY LOCATION Township of Hamilton

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

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

Deponent, Lori Leonard, being duly sworn, according to law upon his/her oath, deposes and says that he/she is the Corporate Officer in a deed dated 11/2/21 transferring real property identified as Block number 611 Lot number 17 located at 6372 Beacon Avenue, Township of Hamilton, Atlantic and annexed thereto.

(2) CONSIDERATION \$ 133,000.00 (Instructions #1 and #5 on reverse side) [] no prior mortgage to which property is subject.

(3) Property transferred is Class 4A 4B 4C (circle one). If property transferred is Class 4A, calculation in Section 3A below is required.

(3A) REQUIRED CALCULATION OF EQUALIZED VALUATION FOR ALL CLASS 4A (COMMERCIAL) PROPERTY TRANSACTIONS: (Instructions #5A and #7 on reverse side)

Total Assessed Valuation + Director's Ratio = Equalized Assessed Valuation

\$ + % = \$

If Director's Ratio is less than 100%, the equalized valuation will be an amount greater than the assessed value. If Director's Ratio is equal to or in excess of 100%, the assessed value will be equal to the equalized valuation.

(4) FULL EXEMPTION FROM FEE (Instruction #8 on reverse side)

Deponent states that this deed transaction is fully exempt from the Realty Transfer Fee imposed by C. 49, P.L. 1968, as amended through C. 66, P.L. 2004, for the following reason(s). Mere reference to exemption symbol is insufficient. Explain in detail.

(5) PARTIAL EXEMPTION FROM FEE (Instruction #9 on reverse side)

NOTE: All boxes below apply to grantor(s) only. ALL BOXES IN APPROPRIATE CATEGORY MUST BE CHECKED. Failure to do so will void claim for partial exemption. Deponent claims that this deed transaction is exempt from State portions of the Basic, Supplemental, and General Purpose Fees, as applicable, imposed by C. 176, P.L. 1975, C. 113, P.L. 2004, and C. 66, P.L. 2004 for the following reason(s):

- A. SENIOR CITIZEN Grantor(s) [] 62 years of age or over.
B. BLIND PERSON Grantor(s) [] legally blind or;
DISABLED PERSON Grantor(s) [] permanently and totally disabled [] receiving disability payments [] not gainfully employed*
Senior citizens, blind persons, or disabled persons must also meet all of the following criteria:
[] Owned and occupied by grantor(s) at time of sale. [] Resident of State of New Jersey.
[] One or two-family residential premises. [] Owners as joint tenants must all qualify.

*IN CASE OF HUSBAND AND WIFE, PARTNERS IN A CIVIL UNION COUPLE, ONLY ONE GRANTOR NEED QUALIFY IF TENANTS BY THE ENTIRETY.

C. LOW AND MODERATE INCOME HOUSING (Instruction #9 on reverse side)

- [x] Affordable according to H.U.D. standards. [x] Reserved for occupancy.
[x] Meets income requirements of region. [x] Subject to resale controls.

(6) NEW CONSTRUCTION (Instructions #2, #10, #12 on reverse side)

- [] Entirely new improvement. [] Not previously occupied.
[] Not previously used for any purpose. [] "NEW CONSTRUCTION" printed clearly at top of first page of the deed.

(7) RELATED LEGAL ENTITIES TO LEGAL ENTITIES (Instructions #5, #12, #14 on reverse side)

- [] No prior mortgage assumed or to which property is subject at time of sale.
[] No contributions to capital by either grantor or grantee legal entity.
[] No stock or money exchanged by or between grantor or grantee legal entities.

(8) Deponent makes this Affidavit to induce county clerk or register of deeds to record the deed and accept the fee submitted herewith in accordance with the provisions of Chapter 49, P.L. 1968, as amended through Chapter 33, P.L. 2006.

Subscribed and sworn to before me this 2nd day of November, 2021

Gabrielle T. Bergman, Notary Public, New Jersey, My Commission Expires 1-24-2023

Habitat for Humanity of Burlington, Mercer and Atlantic Counties, Inc. by way of merger to Atlantic County Habitat for Humanity
Deponent Address: Maple Shade, NJ
Grantor Address at Time of Sale: 530 Route 38 East, Maple Shade, NJ 08052
ACW Abstract, LLC
Last three digits in Grantor's Social Security Number: XXX-XXX-1-1-1

FOR OFFICIAL USE ONLY
Instrument Number, Deed Number, Deed Dated, County, Book, Date Recorded, Page

County recording officers shall forward one copy of each RTF-1 form when Section 3A is completed to:

STATE OF NEW JERSEY, PO BOX 251, TRENTON, NJ 08695-0251, ATTENTION: REALTY TRANSFER FEE UNIT

The Director of the Division of Taxation in the Department of the Treasury has prescribed this form as required by law, and it may not be altered or amended without prior approval of the Director. For information on the Realty Transfer Fee or to print a copy of this Affidavit, visit the Division's website at: www.state.nj.us/treasury/taxation/tp/localtax.shtml.

APPENDIX K

Proposed Redevelopment Plan for 4119 Black Horse Pike (Draft)



Engineering
& Design

4119 Black Horse Pike Redevelopment Plan

June 25, 2025

Block 1323, Lot 3

Block 1323, Lot 6

4119 Black Horse Pike (U.S. 322/40)

Township of Hamilton, Atlantic County, New Jersey

Prepared for:

Township of Hamilton
6101 Thirteenth Street
Mays Landing, NJ 08330

Prepared by:

Adam Warburton, AICP, PP
New Jersey Professional Planner
License No. 33LI00652700

Colliers Engineering & Design

2000 Midlantic Drive
Suite 100
Mt. Laurel, NJ 08054
Main: 877 627 3772
Colliersengineering.com

Project No. 24007534B



Acknowledgements

Township of Hamilton Mayor and Committee

Art Schenker, Mayor
Carl Pitale, Deputy Mayor
Richard Cheek, Committeeman
Dr. Warren Gerald Nelson, Committeeman
Dr. Thelma Witherspoon, Committeewoman

Hamilton Planning Board

Art Schenker, Mayor
Warren Dagrossa, Township Official
Richard Cheek, Township Committee Member
Harry Bilicki, Chairman
Allan Womelsdorf, Vice-Chairman
Wayne Choyce
Angela D. Harris-Moore
E. Dennis Kell
Harry Rogers
Aline Dix (Alt. No. 1)
Deborah Ohnemuller, Secretary / Land Use Administrator



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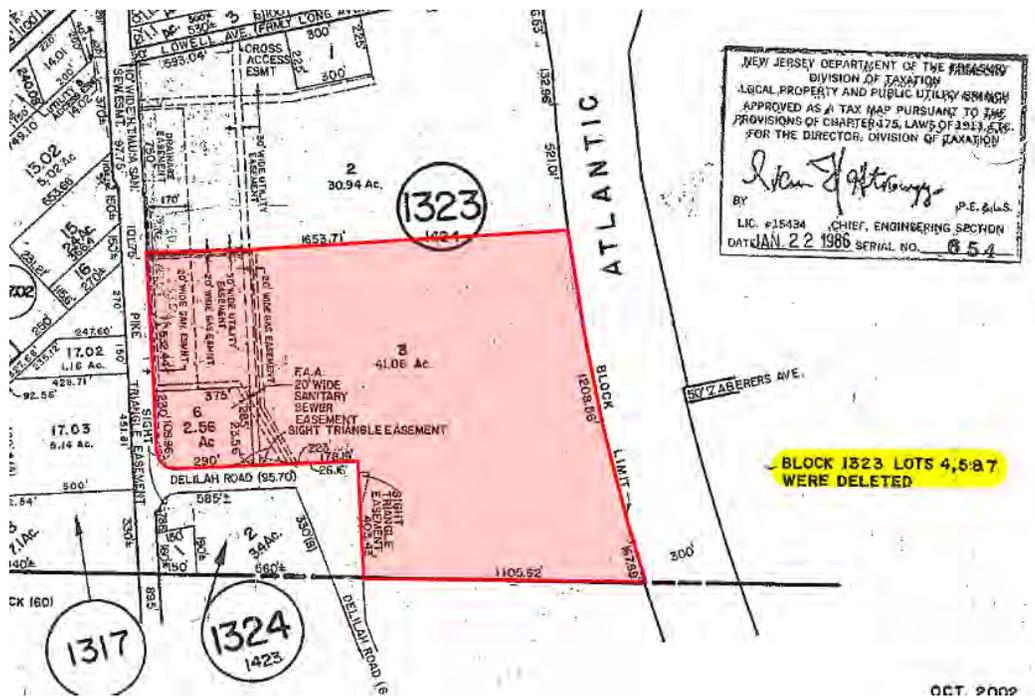
Introduction

This Redevelopment Plan has been prepared pursuant to the New Jersey Local Redevelopment and Housing Law (LRHL), N.J.S.A. 40A:12A-1 et seq., which empowers municipalities to determine whether areas within their jurisdiction qualify as areas in need of redevelopment or rehabilitation and to adopt plans to revitalize and improve such areas.

On August 20, 2018, the entirety of the Township of Hamilton was declared an "Area in Need of Rehabilitation". On November 9, 2020, _____, the Township of Hamilton designated Block 1323, Lot 3 as an "Area in Need of Redevelopment".

This "4119 Black Horse Pike Redevelopment Plan" is prepared for a portion of the designated Area in Need of Redevelopment and a portion of the designated Area in Need of Rehabilitation (known herein as the "Redevelopment Plan Area") within the Township of Hamilton, Atlantic County, New Jersey. The Redevelopment Plan Area consists of partially forested land on the corner of Black Horse Pike (U.S. 322/40) & Delilah Road (C.R. 646). The land area within the Redevelopment Plan Area is approximately 43.62 acres. The Redevelopment Plan Area consists of 2 existing parcels:

- Block 1323, Lot 3 (41.06 AC)
- Block 1323, Lot 6 (2.56 AC)



Map 1: Tax Map Excerpt (Page 49) - Redevelopment Plan Area

I. The Need for Redevelopment

Local Redevelopment Housing Law Requirements

Section 7 of the LRHL, which requires redevelopment plans to include an outline for the planning, development, redevelopment or rehabilitation of the project area sufficient to indicate the following:

1. Its relationship to definite local objectives as to appropriate land uses, density of population, and improved traffic and public transportation, public utilities, recreational and community facilities and other public improvements.
2. Proposed land uses and building requirements in the project area.
3. Adequate provision for the temporary and permanent relocation, as necessary of residents in the project area, including an estimate of the extent to which decent, safe and sanitary dwelling units affordable to displaced residents will be available to them in the existing housing market.
4. An identification of any property within the redevelopment area, which is proposed to be acquired in accordance with the redevelopment plan.
5. Any significant relationship of the redevelopment plan to the master plan of contiguous municipalities, the master plan of the county, and the State Development and Redevelopment Plan.
6. As of the date of the adoption of the resolution finding the area to be in need of redevelopment, an inventory of all housing units affordable to low- and moderate-income households that are to be removed as a result of implementation of the redevelopment plan, whether as a result of subsidies or market conditions, listed by affordability level, number of bedrooms, and tenure.
7. A plan for the provision, through new construction or substantial Redevelopment of one comparable, affordable replacement housing unit for each affordable housing unit that has been occupied at any time within the last 18 months, that is subject to affordability controls and that is identified as to be removed as a result of implementation of the redevelopment plan. Displaced residents of housing units provided under any State or federal housing subsidy program, or pursuant to the "Fair Housing Act," provided they are deemed to be eligible, shall have first priority for those replacement units provided under the plan; provided that any such replacement units shall not be credited against a prospective municipal obligation under the "Fair Housing Act," if the housing unit which is removed had previously been credited toward satisfying the municipal fair share obligation. To the extent reasonably feasible, replacement housing shall be provided within or in close proximity to the redevelopment area. A municipality shall report annually to the Department of Community Affairs on its progress in implementing the plan for provision of comparable, affordable replacement housing required pursuant to this section.
8. Proposed locations for public electric vehicle charging infrastructure within the project area in a manner that appropriately connects with an essential public charging network.



This Redevelopment Plan has been prepared pursuant to the New Jersey Local Redevelopment and Housing Law (N.J.S.A. 40A:12A-1 et seq.), which provides the statutory framework for municipalities to designate areas in need of redevelopment and /or in need of rehabilitation and to implement plans aimed at reversing conditions of blight, underutilization, or obsolescence in such areas. The following outlines how this Redevelopment Plan complies with the requirements of the LRHL:

1. Conformance with Statutory Criteria

This Plan pertains to an area that has been formally determined by resolution of the municipal governing body to meet the statutory criteria for designation as an Area in Need of Redevelopment in accordance with N.J.S.A. 40A:12A-5. The entire municipality was designated as an Area in Need of Rehabilitation in accordance with N.J.S.A. 40A:12-14. The Redevelopment Area designation was based on findings contained in a redevelopment investigation report prepared by the Planning Board, which conducted a duly noticed public hearing pursuant to N.J.S.A. 40A:12A-6. The Rehabilitation designation was based on findings contained in a Rehabilitation Designation Memorandum prepared by EDA on behalf of the Planning Board. A duly noticed public hearing was held by the Planning Board prior to designation by the governing body of both the Redevelopment Area and Rehabilitation Area.

2. Statement of Purpose

As required by N.J.S.A. 40A:12A-7(a), this Redevelopment Plan is intended to promote the public health, safety, morals, and welfare through a coordinated approach to land use, infrastructure investment, and economic revitalization. The Plan provides for the adaptive reuse of vacant lands and the development of modern infrastructure and diverse housing options.

3. Relationship to Local Objectives and Master Plan

The Plan outlines the relationship of proposed redevelopment actions to local land use objectives, including consistency with the goals and policies of the adopted Master Plan, zoning ordinance, and any regional or county plans.

4. Land Use and Building Requirements

This Plan sets forth specific land use designations, building requirements, permitted uses, bulk standards, and design criteria as mandated by N.J.S.A. 40A:12A-7(a)(2). These standards are intended to guide future development while offering flexibility to adapt to changing market demands and community needs.

5. Identification of Redevelopment Entity and Powers

Pursuant to N.J.S.A. 40A:12A-8, the municipality may act as the redevelopment entity or designate the role to an existing public body such as a Redevelopment Agency or Housing Authority. The entity is empowered to acquire property, prepare sites, enter into redevelopment agreements, and undertake other actions necessary to implement this Plan.

6. Provision of Affordable Housing

In accordance with the Fair Housing Act and related DCA or court-imposed obligations, this Plan considers the provision of affordable housing within the rehabilitation and



redevelopment areas. If applicable, mechanisms such as inclusionary zoning, payment-in-lieu fees, or partnerships with affordable housing developers may be employed to meet municipal obligations.

7. Amendments and Modifications

This Plan may be amended in accordance with the procedures outlined in N.J.S.A. 40A:12A-7, including referral to the Planning Board for consistency review and adoption by the governing body by ordinance following a public hearing.

8. Effect of the Redevelopment Plan

Upon adoption by ordinance, this Plan shall be an overlay to the underlying zoning for properties within the designated rehabilitation and redevelopment areas. No development or redevelopment pursuant to this Plan may occur except in conformance with the Plan and pursuant to a duly executed Redevelopment Agreement. Such Agreement shall be a checklist item for any Planning Board application filed by a developer seeking to utilize the Overlay zoning set forth herein.

Authorization

On August 20, 2018, the entirety of the Township of Hamilton was declared an "Area in Need of Rehabilitation" by Township Council.

On September 8, 2020 the Hamilton Township Committee by Resolution #2020-0320 directed the Planning Board to investigate Block 1317, Lots 13.01, 13.02, 15, 16, 17.01, 17.02, 17.03 & 18 and Block 1323, Lots 2 & 3 (the "Study Area") to determine if they meet the statutory criteria to be declared an Area in Need of Redevelopment (non-Condensation) in accordance with the New Jersey Local Redevelopment and Housing.

On November 5, 2020, the Planning Board held a public hearing and reviewed a report entitled "Determination of Need Report Block 1317, Lots 13.01, 13.02, 15, 16, 17.01, 17.02, 17.03 & 18 and Block 1323, Lots 2 & 3", prepared by Craig Hurless, Professional Planner. At the conclusion of the public hearing, Planning Board found that the Study Area met the statutory criteria to deem the area In Need of Redevelopment. The Board recommended to Township Committee that the entire Study Area be declared as an Area in Need of Redevelopment pursuant to N.J.S.A 40A:12A-14.

On November 9, 2020, the Hamilton Township Committee adopted Resolution No. 2022-0387 formally designating the Study Area as an Area in Need of Redevelopment.

On _____, the Hamilton Township Committee introduced Ordinance No. _____ to adopt a Redevelopment Plan for a portion of the Study Area. Two (2) parcels including Block 1323, Lots 2 & 3 were included within the proposed redevelopment plan entitled "4119 Black Horse Pike Redevelopment Plan" prepared by Adam Warburton, PP, AICP of Colliers Engineering & Design, Inc. and dated _____.





II. Redevelopment Plan Area

Existing Conditions

As noted above, the Redevelopment Plan Area is composed of 2 lots within Block 1323, collectively containing approximately 43.62 acres in area. The properties’ characteristics are as follows:

Block 1323, Lot 3

Lot 3 comprises the majority of the Redevelopment Plan Area, encompassing approximately 41.06 acres. The parcel is currently vacant and characterized by a mix of successional and mature vegetation. According to the Hamilton Township Tax Map, several easements traverse the property, including a 170-foot-wide drainage easement, a 20-foot-wide gas easement, a 20-foot-wide sanitary easement, and a 30-foot-wide utility easement. The lot is bounded by the Egg Harbor Township municipal border to the east, Lot 2 to the west, the Black Horse Pike (U.S. 322/40) to the south, and the Atlantic City Expressway to the north.

Block 1323, Lot 6

Lot 6 is situated on the southern portion of the Redevelopment Plan Area, at the intersection of the Black Horse Pike (U.S. 322/40) and Delilah Road (County Route 646). The parcel, approximately 2.56 acres in size, contains an existing stormwater basin.

Land Use Setting

The Redevelopment Plan Area sits along the Black Horse Pike (U.S. 322/40) in Hamilton Township. Properties along this portion of the Black Horse Pike are located within the Design Commercial (DC) zoning district with an overlay for Planned Commercial development nearest to the roadway.

The Redevelopment Plan Area is located within 2 miles of English Creek Shopping Center, Hamilton Mall, Wrangleboro Consumer Square, and Hamilton Commons. Lands sharing a boundary with the Redevelopment Plan Area are mostly vacant with some residential and commercial uses nearby.

The table below shows each of the subject properties within the Redevelopment Plan Area and their current land use setting, ownership status, and size.

B/L	Owner	Property Location	Size	Land Use
Block 1323, Lot 3	Edward F. Heil, Jr. Trust, Etals	4119 Black Horse Pike (U.S. 322/40, C.R. 575)	41.06 AC	Vacant
Block 1323, Lot 6	Edward F. Heil, Jr. Trust, Etals	4095 Black Horse Pike (U.S. 322/40, C.R. 575)	2.56 AC	Stormwater Basin



Existing Zoning

Block 1323, Lot 3 & Lot 6 in the Redevelopment Plan Area are currently zoned Design Commercial (DC) according to the Hamilton Township Zoning Map. Permitted uses within the Design Commercial (DC) zoning district include the following:

- Game arcades
- Artists’ studios
- Banks
- Drive-in or fast-food restaurants
- Drugstores
- New car sales and service agencies
- Nursery and garden products
- Personal service establishments such as barber and beauty shops
- Planned commercial developments
- Professional offices
- Regional and design commercial shopping centers
- Restaurants
- Retail stores and shops
- Theaters

Table 2 below provides a summary of bulk requirements for the Design Commercial (DC) zoning district.

Table 2 – Lot Requirements - Design Commercial (DC) District	
Minimum Lot Area	10 acres
Minimum Lot Width	500 ft.
Minimum Front Yard Setback	200 ft.
Minimum Side Yard Setback	100 ft.
Minimum Rear Yard Setback	100 ft.
Maximum Lot Coverage	60%
Principal Building	35 ft. (2.5 stories)
Accessory Building	15 ft. (1.5 stories)
Maximum Building Length	100 ft.
Minimum Open Landscaped Area	25%
Marginal Access Road	Required



III. Plan Goals and Vision

Vision

The intent of this Redevelopment Plan is to provide a framework for the redevelopment of the properties in the Redevelopment Plan Area.

The Redevelopment Plan Area, located along the Black Horse Pike (U.S. Routes 322/40), has long been a focus of interest for the Township. The site has remained vacant since the mid-1980s, following the demolition of the former Zaberer's Restaurant.

To revitalize this area, the Township has chosen to utilize the tools available under the LRHL to prepare a comprehensive redevelopment plan. The Black Horse Pike is a high-traffic corridor, with an Annual Average Daily Traffic (AADT) count of 37,886 in 2020, making any parcel with frontage a prime location for commercial development.

By integrating residential, retail, and commercial uses within a cohesive development, the Plan aims to attract new investment, offer diverse housing options, and create open space areas with a pedestrian-friendly design. This approach promotes local job creation, enhances access to goods and services, and fosters a strong sense of place along the corridor. With thoughtful site planning, enhanced landscaping, and improved connectivity, the project will serve as a catalyst for the continued growth within the Township.

The vision for the Redevelopment Plan Area is to thoughtfully transform the existing forested site into a well-planned, mixed-use community that balances residential and commercial development while improving local infrastructure and amenities. The residential component will consist of a townhouse community featuring 146 market-rate units and 26 affordable housing units, meeting the Township's affordable housing legal obligations. These units will be distributed across multiple buildings and supported by community amenities including a clubhouse, dog park, and pickleball court. Vehicular access to the residential area will be provided exclusively via Delilah Road (County Route 646), ensuring a defined and controlled entry point.

The commercial component may include a modern shopping center with a convenience store and fuel station, a pad site for a retail operator, and a self-storage facility among other uses. Access to the commercial area will be available from both the Black Horse Pike and Delilah Road, ensuring convenient ingress and egress. A substantial landscaped buffer will separate the commercial and residential areas, with no internal vehicular connection between them, thereby preserving the character and function of each. The development will comply with all applicable NJDEP and Pinelands Commission standards, ensuring that sustainable, environmentally responsible design is integrated throughout the new community.

Goals and Objectives

The Redevelopment Plan seeks to achieve the goals and objectives of the original 1983 Master Plan Report along with those restated within the most recent 2012 and 2022 Reexamination Reports. These reports state the Township should continue to implement its affordable housing obligations as identified and look for more opportunities where possible and where they are consistent with the goals and objectives of the Master Plan and Land Use & Development Ordinance.

The 2022 plan also recommended the Township should continue to evaluate other sites and attempt to redevelop other specific properties consistent with the goals, objectives and policies set forth in the Township-Wide Redevelopment Plan.

The Goals of this Redevelopment Plan are as follows:

Goal: Provide housing opportunities to accommodate a range of incomes within the Township and address affordable housing obligations.

Policies & Objectives

1. Continue to implement affordable housing obligations where they are consistent with the goals and objectives of the Master Plan and Land Use & Development Ordinance.

Goal: Improve Black Horse Pike Redevelopment Area to create an aesthetically pleasing and attractive mixed-use community.

Policies & Objectives

1. Redevelop specific properties consistent with the goals, objectives and policies set forth in the Township-Wide Redevelopment Plan.

Goal: To redevelop an area and continue the infill development trend rather than increasing sprawl into potential environmentally sensitive areas.

Policies & Objectives

1. Focus growth in Regional Growth areas and keep high intensity development located around the Black Horse Pike rather than place high intensity development near lower density areas.

IV. Relationship to Local Objectives

In addition to the Redevelopment Plan's specific goals and objectives, the LRHL requires that the Redevelopment Plan indicate its relationship to definite local objectives regarding land uses, population density, traffic and public transportation, public utilities, recreational and community facilities, and other public improvements. This will ensure that the goals and objectives of the Redevelopment Plan are consistent with or will support the broader community-wide goals of the Hamilton Master Plan, the master plans of contiguous municipalities, the master plan of Atlantic



County, and the State Development and Redevelopment Plan. This is a requirement of the LRHL intended to link redevelopment planning to the regional planning goals and objectives.

Master Plan Goals Advanced by Redevelopment

The Master Plan of 1983 lays the framework for the future planning of the Township of Hamilton. Subsequent Reexaminations, namely the 2022 Reexamination, include the following objectives that are supported by this Redevelopment Plan:

1. ***Continue to implement its COAH activities as identified and look for more opportunities where possible and where they are consistent with the goals and objectives of the Master Plan and Land Use & Development Ordinance***

The Department of Community Affairs (DCA) has required each municipality to meet a 4th round affordable housing obligation. Hamilton Township has a prospective need of 65 units for the 4th round. The proposed site development includes a residential component which has been designed to include a total of 172 units of which 35 will be designated and restricted as affordable units. The inclusion of affordable units within the redevelopment plan will help to advance this goal within the Master Plan.

- ***Continue to evaluate other sites and attempt to redevelop other specific properties consistent with the goals, objectives and policies set forth in the Township-Wide Redevelopment Plan.***

As noted previously, the Redevelopment Plan Area has been a focus of Hamilton Township for a long time. The mixed use plan that is proposed with this Redevelopment Plan intends to alleviate conditions on site within the Redevelopment Plan Area that supported the designation as an Area in Need of Redevelopment/Area in Need of Rehabilitation. It also is intended to strengthen the local economy by introducing new retail businesses, attracting residents to the area by offering new housing options, and contributing to the continued improvement of the Township.

Consistency with Plans of Adjacent Communities

Hamilton Township in Atlantic County adjoins Egg Harbor Township, Galloway Township, Weymouth Township, Estell Manor, Buena Vista Township, Folsom Borough, Hammonton, and Mullica Township.

The nearest municipality to the redevelopment area is Egg Harbor Township. The Redevelopment Plan Area eastern property line is the Egg Harbor Township municipal line. The property adjacent to the Redevelopment Area is also forested; however, continuing down Delilah Road (C.R. 646) there are multiple housing developments within Egg Harbor Township. Additionally, the Redevelopment Area is adjacent to a Residential Growth (RG-4) zone in Egg Harbor Township. The proposed single-family attached (townhouse) use would complement the existing residential developments along Delilah Road (C.R. 646).



The proposed commercial development along the Black Horse Pike would conform well with the permitted uses within the Highway Business (HB) district which permits drive in and full service restaurants, service stations, and other commercial uses.

Egg Harbor Township's most recent Master Plan Reexamination and Land Use Element Amendment were adopted in 2017. The goals and objectives of the Land Use Element will not be impacted by the proposed project.

Atlantic County Master Plan

Atlantic County adopted its most recent Master Plan in 2018. Included therein are the following Goals and Objectives which are supported by this Redevelopment Plan:

- Promote targeted growth and development in areas served by existing infrastructure outside flood prone areas, and encourage redevelopment of under-utilized urban, suburban, and rural sites.
- Support efforts to revitalize neighborhoods and rehabilitate older housing stock including:
 - For new development, encourage attractive, modern designs that align with the goals and desires of the communities in which they are built.
 - Encourage mixed-use neighborhoods and buildings in areas where density and regulatory framework are appropriate to support this type of development.
 - Promote a link between commercial and residential development to balance job creation / retention and the provision of new housing.
- Encourage municipalities to provide increased flexibility in residential zoning where appropriate to meet consumer demand.
- Collaborate with constituent municipalities and outside jurisdictional entities to streamline the development process to make the County a more attractive place for investment.

The goals and objectives of the Atlantic County Master Plan are directly advanced by the proposed Redevelopment Plan for this area. The Master Plan emphasizes the revitalization of underutilized land within urban and suburban settings, and this Redevelopment Plan aligns with that vision by introducing new housing stock featuring modern designs consistent with municipal goals and community preferences. The proposed mixed-use community will serve as a transition between the commercial corridor along the Black Horse Pike and the residential development located at the rear of the site. Although a direct vehicular connection is not proposed, the site is intentionally designed to promote walkability and reduce reliance on automobiles.

Pinelands Comprehensive Management Plan (CMP)

The Redevelopment Plan Area is located within the Pinelands Area and governed by the Pinelands Comprehensive Management Plan (CMP) which takes precedence over the State Development & Redevelopment Plan (SDRP). The General Purpose & Intent of the CMP is:

- *"The regulations and standards it contain are designed to promote orderly development of the Pinelands so as to preserve and protect the significant and unique natural, ecological,*



agricultural, archaeological, historical, scenic, cultural and recreational resources of the Pinelands.” (N.J.A.C. 7:50-1.3)

The Redevelopment Plan Area is located within the Regional Growth Area of the Pinelands. The Regional Growth Area is defined by the CMP as:

- *Regional Growth Areas are areas of existing growth or lands immediately adjacent thereto which are capable of accommodating regional growth influences while protecting the essential character and environment of the Pinelands, provided that the environmental objectives of Subchapter 6 are implemented through municipal master plans and land use ordinances. (N.J.A.C. 7:50-5.13(g))*

The Hamilton Township Master Plan has been reviewed and certified by the Pinelands Comprehensive Management Plan (CMP). Similar redevelopment plans with comparable characteristics and layouts have previously been evaluated by the Pinelands Commission to ensure consistency with both the CMP and the municipality's planning goals. Within designated Regional Growth Areas of the Pinelands, development is intended to be concentrated, with increased densities encouraged in order to limit sprawl and protect ecologically sensitive lands. The proposed mixed-use development, situated within a Regional Growth Area, directly supports this objective by directing growth away from environmentally sensitive areas and toward established commercial centers and already developed zones.



V. Redevelopment Plan

This chapter of the Redevelopment Plan provides the land use requirements for the redevelopment of the 4119 Black Horse Pike (U.S. 322/40) Redevelopment Plan Area.

A. Definitions

All word usage is in accordance with the Hamilton Land Use & Development Ordinance, §203-18, unless otherwise amended herein.

Air and Vacuum Stations - An accessory facility typically located at a gas station or convenience store that provides compressed air for vehicle tires and/or vacuum suction for interior vehicle cleaning. These stations may be self-service and coin- or card-operated, and are generally located adjacent to vehicle circulation areas.

Assisted Living Facility - a residential setting that provides housing, personalized supportive services, and health care for individuals—typically older adults—who need assistance with daily activities but do not require the intensive medical care provided in a nursing home.

Athletic Courts - shall mean an outdoor recreation facility designed for individual or team sports activities such as pickleball, tennis, basketball, or similar athletic uses. Courts may be constructed with hard surfaces and may include fencing, lighting, and seating, and may be accessory to residential developments, parks, or recreational centers. This is not to be construed to mean athletic fields, such as soccer, football or field hockey fields.

Community Clubhouse - shall mean a building within a residential development designed for the use and enjoyment of residents and their guests. Such facility may include indoor amenities such as lounges, meeting rooms, fitness centers, game rooms, or business centers, and may also serve as a management or leasing office.

Convenience Store with Gas Station - shall mean any retail establishment offering convenience related items including food and fueling facilities and having a gross floor area of less than 6,500 square feet.

Drive-Through - shall mean a facility or installation designed to permit customers to receive services or goods from their vehicles, without entering the principal building, and which is clearly incidental and subordinate to a permitted principal use such as a bank, pharmacy, fast-food restaurant, or dry cleaner.

Dog Park - shall mean a designated, fenced outdoor area specifically intended for the exercise and recreation of dogs, often including seating, shade structures, and waste disposal facilities.

Electric Vehicle (EV) Charging Station - A structure or unit designed to supply electric energy for the recharging of electric vehicles. EV charging stations may be installed as standalone units or integrated into parking areas and may include Level 1, Level 2, or DC Fast Charging capabilities. Charging stations may be operated by private or public entities and may include associated signage and payment systems.



Fixed Canopy - A permanent, roof-like structure supported by columns and located over fuel dispensers at a gas station or convenience store. The canopy provides shelter from the elements for customers fueling vehicles and may include integrated lighting, signage, or solar panels. The structure is open on the sides and does not constitute floor area for building coverage purposes.

Highway Identification Sign - A freestanding sign, typically mounted on a tall pole or support structure, designed to provide visibility from a major highway or arterial road. The sign identifies the name of the development, business, or uses located on the property where the sign is situated. It is intended to guide motorists traveling at high speeds and may include tenant panels or logos associated with the site. Such signs are generally positioned at a height and scale appropriate for long-distance visibility.

Land Use & Development Ordinance - shall mean the Township of Hamilton Development Regulations at §203 of the Township code.

Local Redevelopment and Housing Law - shall mean N.J.S.A. 40A:12A-1 et. seq.

Monument Sign - a freestanding, ground-mounted sign that is permanently affixed to the ground and typically constructed with a solid base or pedestal made of masonry, stone, metal, or similar durable materials. Monument signs may be integrated with digital displays or components in accordance with all local, state, and federal regulations.

Multi-Tenant Sign - shall mean a freestanding or monument sign designed to identify a development or building that contains multiple tenants, businesses, or uses on a single site. The sign may include individual panels or sections for each tenant, along with a unified design that reflects the overall identity of the center or property. Multi-tenant signs are commonly used for shopping centers, mixed-use developments, or office parks and may be located at site entrances or along major road frontages to provide visibility for all occupants. Multi-tenant signs may be integrated with digital displays or components in accordance with all local, state, and federal regulations.

Redeveloper - shall mean the corporation, partnership or other entity designated by the Redevelopment Entity as Redeveloper pursuant to the Local Redevelopment and Housing Law for the purpose of advancing this Redevelopment Plan.

Redevelopment Entity - shall mean the Township Committee, acting as the implementing agent for this Redevelopment Plan in accordance with and under the provisions of the Local Redevelopment and Housing Law.

Redevelopment Plan - shall mean this instant document entitled 4119 Black Horse Pike Redevelopment Plan in the Township of Hamilton as may be amended from time to time.

Redevelopment Plan Area - shall mean an area determined to be in need of Redevelopment and/or Rehabilitation pursuant to Section 14 of P.L.1992, c.79 (C.40A:12A-5&14). For the



purposes of this plan, it shall mean the area within the Township of Hamilton identified herein as Block 1323, Lot 3 and 6.

Redevelopment Project - shall mean a project approved pursuant to this Redevelopment Plan and as set forth in a Redevelopment Agreement between the Township and the Redeveloper.

Self-Storage Facilities - shall mean a facility where storage space is rented to tenants, typically on a short-term basis, for storing personal or business items.

State - shall mean the State of New Jersey and shall include all applicable agencies and instrumentalities thereof.

Township - shall mean the Township of Hamilton, a body corporate and politic, and unless otherwise indicated includes its Governing Body, elected officials, officers and staff.

Tract Area - shall include all lands within the Redevelopment Plan Area known as Block 1323, Lot 3 and 6.

Tract Boundary - shall mean Black Horse Pike (U.S. 322/40) (front); Delilah Road (C.R. 646) (side); Egg Harbor Township Municipal Boundary (side); Lot 2 (side); Atlantic City Expressway (rear).

Tract Coverage - shall mean the percentage of the total tract area that is covered by impervious surfaces which prevents the infiltration of stormwater into the soil. This includes, but is not limited to, all buildings, driveways, access roads, parking areas, sidewalks, walkways, patios, and swimming pools.

Tract Width - shall be measured along the minimum front yard setback for the tract boundary from the Lot 2 and Delilah Road side lot lines.

B. Number of Principal Uses Per Lot

Under this redevelopment plan, lot(s) may contain multiple principal, or accessory uses so long as all other bulk standards pertaining to the respective use and/or the specific lot have been met.

C. Permitted Principal Uses

1. Single-family attached dwellings (Townhouses)
2. Single-family attached age restricted dwellings (Townhouses)



3. Convenience store with gas station
4. Fast-food restaurant
5. Self-service storage
6. Highway identification signs
7. Assisted living facility
8. All other permitted principal uses under Design Commercial (DC) zone

D. Permitted Accessory Uses & Structures

1. Community club house
2. Community pool
3. Athletic courts
4. Dog park
5. Monument signs
6. Multi-tenant signs
7. Fences
8. Off-street parking
9. Outdoor patio dining
10. Drive-thru
11. EV charging stations
12. Fixed canopies
13. Air and vacuum stations
14. On-site trash and recycling enclosures
15. Stormwater management facilities
16. Any use that is customary and incidental to the permitted principal use

E. Area & Bulk Requirements

1. Minimum tract area: 40 acres
2. Minimum tract width: 500 feet
3. Minimum principal use setbacks from tract boundary:
 - a. Front yard setback: 100 ft.
 - b. Side yard setback: 50 ft.
 - c. Rear yard setback: 100 ft.
4. Minimum accessory use setbacks from tract boundary:
 - a. Front yard setback: 200 ft.
 - b. Side yard setback: 25 ft.
 - c. Rear yard setback: 100 ft.
5. Maximum tract coverage: 60%
6. Maximum principal building height: 35 ft.
7. Maximum accessory building height: 15 ft.
8. Maximum contiguous residential units: 6
9. No residential uses shall be within 450' from the Black Horse Pike (U.S. 322/40).
10. Internal lots may be subdivided out of the overall tract. In the event internal lots are created, all setbacks shall still be measured from the tract boundary.



F. Affordable Housing

1. No less than twenty percent (20%) of the total units on site shall be affordable units. Any fractional obligation shall round up to the next whole number.
2. The affordable units shall meet the low-moderate income split required by the Uniform Housing Affordability Controls ("UHAC") in effect at the time of the Board application, except in lieu of ten (10%) percent of units at thirty-five (35%) percent of median income the developer shall provide at least thirteen (13%) percent of the units as very-low-income units at thirty (30%) percent of median income within each bedroom distribution.
3. The bedroom distribution shall comply with the UHAC in effect at the time of the Board application.
4. The affordable units shall have a minimum forty (40) year deed restriction and shall remain restricted until the municipality elects to release the units from said controls via resolution.
5. All affordable units shall comply with the UHAC, applicable affordable housing regulations, the Fair Housing Act, and applicable orders of the Court.
6. The developer shall be responsible for retaining a qualified Administrative Agent, subject to the review and reasonable approval of the governing body, at the developer's sole cost and expense.
7. All necessary steps shall be taken to make the affordable units provided creditworthy pursuant to applicable law.
8. Affordable housing units shall comply with the phasing requirements of the UHAC, which are in effect at the time of the Board application.

G. Parking, Loading & Circulation Requirements

1. Minimum Parking Requirements:
 - a. Single-family attached residential
 - i. 1 bedroom – 1.8 stalls
 - ii. 2 bedroom – 2.3 stalls
 - iii. 3 bedroom – 2.4 stalls
 - b. Fast Food Restaurants
 - i. 1 stall per 100 square feet of gross floor area open to the public. A minimum of 10 stalls shall be provided.
 - ii. If a drive-thru is provided, a minimum stacking lane for six (6) vehicles shall be provided.
 - c. Convenience Stores with Gas Stations – 1 stall per 200 square feet of gross floor area.
 - d. Self-Service Storage Facilities – 1 stall per 200 storage units plus 1 stall for every employee on the largest shift.
 - e. All other permitted uses – Per Section §203-60 of the Hamilton Township Land Development Ordinance.
2. No on-street parking shall be permitted within residential drive aisles less than 30 feet in width.
3. Electric Vehicle Parking



- a. All site plans shall be submitted with the proper number of EV parking stalls and infrastructure as stipulated under N.J.A.C. 5:23-2.36 or as amended.
- 4. Minimum parking stall size: 9 feet by 18 feet
- 5. Driveways & drive aisles:
 - a. Minimum one-way drive aisle width: 18 feet
 - b. Minimum two-way drive aisle width: 24 feet
 - c. All residential driveways shall be concrete, asphalt, pavers, or any other similar surface. No loose aggregate shall be permitted.
- 6. Shared parking:
 - a. Commercial parking areas may be shared by more than one use if a shared parking plan prepared in accordance with this section is approved by the Board. A shared parking plan prepared by a New Jersey licensed professional engineer or other individual determined by the Board to be qualified as an expert in traffic engineering shall be submitted to the Board and shall include, at a minimum, the following:
 - i. Determination of required number of spaces. The minimum number of parking spaces constructed for a shared use project shall be determined by a shared parking plan, developed in accordance with the Urban Land Institute's (ULI) Shared Parking Manual, Second Edition, 2005, incorporated herein by reference, as amended and supplemented, or other similarly recognized publication. The Shared Parking Manual can be obtained from the Urban Land Institute, 1025 Thomas Jefferson Street, N.W., Suite 500 West, Washington, DC 20007.
 - ii. A site plan shall show how the actual number of parking spaces required in this chapter are to be provided on the site.

VI. Design Standards

The purpose of the guidelines in this Section is to provide direction in the design and implementation of this Plan. Building elevations must be provided at the time of site plan application and are subject to Board review and approval.

A. Building Design

1. Buildings and accessory structures should be designed so as to have an attractive, finished appearance when viewed from all vantage points within and outside the Redevelopment Plan Area.
2. Minimum spacing between residential building groups shall be twenty-five (25) feet.

B. Signage Requirements

1. One monument sign is permitted per frontage. A multi-tenant sign may be used in place of a single tenant monument sign.
2. **One highway identification sign** is permitted along Atlantic City Expressway. The highway identification sign shall not exceed 50 feet in height and 100 square feet per face.

3. One façade sign per use shall be permitted unless the use is located on a corner in which case one façade sign per roadway frontage is permitted. Façade signs shall not exceed a maximum sign area of 300 square feet.
4. Monument signs or multi-tenant signs shall be a maximum of 10 feet in height and a maximum of 100 square feet per face.
5. Multi-tenant sign panels must be uniform in size and font style or designed as part of a cohesive branded sign.
6. Signage shall be integrated with the architectural character of the development, using materials, colors, and lighting that complement the building design.
7. Digital signs are permissible subject to the aforementioned standards.
8. Signs shall be a minimum of 5 feet from all property lines.
9. Two (2) canopy mounted signs shall be permitted for a convenience store with gas station use. Canopy signs shall not exceed 125 square feet. What Height is proposed?
10. All signage shall be in conformance with the Township of Hamilton Land Use & Development Regulations unless otherwise specified herein. Signs provided in accordance with the Manual on Uniform Traffic Control Devices (M.U.T.C.D.) shall be exempt from Township standards.

C. Fencing & Landscaping

1. All applications for site plan approval shall be accompanied by a landscape plan, which shall include (1) proposed plantings, hardscape areas, items requiring screening; (2) a plant schedule indicating botanical and common names, quantity, size at time of planting (including plant height and caliper, where applicable), and size at maturity, and spacing of all proposed plantings; and (3) construction notes and details for plantings.
2. All landscaping shall be subject to review and approval of the Planning Board and its professionals.
3. All shade trees shall be a minimum of 2.5 to three inches in caliper and 12 feet in height at the time of planting.
4. All evergreen and ornamental trees shall not be less than 6 feet in height at the time of planting.
5. All upright shrubs shall not be less than 24 to 30 inches in height at the time of planting; all spreading shrubs shall not be less than 24 to 30 inches in spread at the time of planting.
6. All areas not utilized for building, parking, loading, access aisles, driveways, or sidewalks shall be suitably landscaped with shrubs, groundcover, turf, decorative stone, seeding or other similar plantings and maintained in good condition.
7. No fence, wall, hedges, or other landscaping shall be constructed or installed so as to constitute a hazard to traffic or safety.
8. Fencing or landscaping shall be required to properly screen a trash enclosure or to prevent access to a stormwater basin.
9. Non-coated chain-link fence shall not be permitted.
10. Decorative fencing shall be used along the Black Horse Pike or in areas of high pedestrian traffic.



D. Refuse

1. Redeveloper shall provide centralized solid waste storage facilities for commercial use or individual curbside trash pickup for residential development. Receptacles for recyclable materials shall be provided.
2. Individual trash and recycling pickup containers for each unit.
3. Commercial waste storage facilities shall be maintained in an enclosed or fenced-in area.
4. Such facilities or receptacles shall have sufficient capacity to store recyclables generated within a one-week period. Sufficient information shall be supplied to support the receptacle sizing. Commercial use receptacles shall have a minimum area of eight feet by eight feet (inside dimensions) to store recyclables shall be provided in addition to an area eight feet by eight feet (inside dimensions) to store refuse.
5. The screened refuse area shall not be located within any front yard area or buffer area.
6. The screened refuse area shall not be located to interfere with traffic circulation or the parking of vehicles.
7. The screened refuse area shall be constructed on a six-inch-thick reinforced concrete pad.
8. The screened refuse area shall be enclosed on three sides by a solid uniform fence or wall, which complements the building facade, not less than five feet or more than eight feet in height.
9. A gate not less than five feet in height shall cover the fourth side of the enclosed refuse area. The fence height shall match the solid wall height.

E. Lighting

1. A comprehensive Lighting Plan, addressing illumination of all public areas, parking areas, open spaces and buildings, shall be submitted as part of the review and approval process. Lighting shall be designed to provide security and safe movement of pedestrians and vehicles as well as to highlight project elements in order to create an aesthetically-pleasing environment.
2. The Lighting Plan shall depict the location, type and wattage of all luminaries, with i.s.o. footcandle radii and light cutoff angles indicated. Where pole mounted lighting is employed, pole design, height, foundation and support information is required.
3. Lighting shall be shielded, buffered, and directed to prevent light spillover, glare, or reflection from impacting adjoining properties, including wetlands and other natural areas.
4. Security lighting shall illuminate all windows, doors, access drives to parking areas and other public spaces as required.
5. Light standards shall be no greater than 25 feet.

F. Stormwater

1. Stormwater management improvements shall be screened with walls, plant material and/or other appropriate elements to the extent practicable.
2. Stormwater design requirements shall follow Article XXV Stormwater of the Township Code.



VII. Implementation

Properties to be Acquired

No private property is identified for acquisition.

Effect of Plan

The Redevelopment Plan shall be an overlay to the existing zoning. Any developer wishing to utilize the zoning set forth herein shall be required to

Zoning Map Revision

The Official Zoning Map of the Township of Hamilton is hereby amended to create a 4119 Black Horse Pike (U.S. 40, U.S. 322, C.R. 575) Redevelopment Plan Area, consisting of the designated blocks and lots:

- Block 1323, Lot 3
- Block 1323, Lot 6

Definitions & Standards

All terms or definitions shall rely on those set forth in Article III, Definitions and Word Usage, of the Township of Hamilton Land Use & Development Ordinance unless otherwise modified herein.

Any design or performance standards not addressed within this Redevelopment Plan shall rely on the applicable design and performance standards set forth in Chapter 203, Land Use & Development Ordinance, of the Township of Hamilton.

Conflict

Any word, phrase, clause, section or provision of this plan, found by a court and other jurisdiction to be invalid, illegal or unconstitutional, such word, phrase, section or provision shall be deemed servable, and the remainder of the Redevelopment Plan shall remain in full force and effect.

Relocation Plan

This Redevelopment Plan does not anticipate any property will be acquired by any government entity or utilizing government funds, by eminent domain or otherwise. Additionally, there are no residents that presently reside within the Project Area. Therefore, there will be no displacement of either residents or businesses requiring a Workable Relocation Assistance Plan.

Tax Abatement Program

By designating Block 1323, Lot 3 as An Area in Need of Redevelopment, the Township of Hamilton has the authority to offer up to 30 years of tax exemptions or abatements as a financial incentive to



encourage Redevelopment and/or redevelopment of the area, in accordance with N.J.S.A. 40A:20-1 et seq.

By designating Block 1323, Lot 6 as An Area in Need of Rehabilitation, the Township of Hamilton has the authority to offer up to 5 years of tax exemptions or abatements as a financial incentive to encourage Redevelopment and/or redevelopment of the area in accordance with N.J.S.A. 40A:21-1 et seq.

VIII. Amendments & Duration

Amendments to the Redevelopment Plan

This plan may be amended from time to time in accordance with the procedures of the LRHL. To the extent that any such amendment materially affects the terms and conditions of duly executed redevelopment agreements between one or more Redevelopers and the Township of Hamilton, the provisions of the Redevelopment Plan amendment will be contingent upon the amendment of the Redevelopment Agreement to provide for the Plan amendment.

Compliance with N.J.S.A 40A:12A-7 Adoption of Ordinance

The Redevelopment Plan satisfies the statutory requirements of the Local Redevelopment and Housing Law as follows:

1. Its relationship to definite local objectives. See Section 4 Relationship to Local Objectives.
2. Proposed land uses and building requirements. See Section 5 and 6.
3. Adequate provisions for temporary and permanent relocation.
4. An identification of any property within the Redevelopment Area which will be acquired in accordance with the Redevelopment Plan.
5. Any significant relationship of the Redevelopment Plan to the Master Plan of contiguous municipalities, the County, or State Plan. See Section 4 Relationship to Local Objectives.
6. Compliance with the provisions of the Pinelands and UHAC.

Planning Board Review

- A. Site plan or subdivision review shall be conducted by the Planning Board pursuant to the Municipal Land Use Law (N.J.S.A. 40:55D-1 et seq.).
- B. Applicants before the Planning Board shall provide public notice of such site plan or subdivision application in accordance with the public notice requirements set forth in N.J.S.A. 40:55D-12(a) and (b).

No development application shall proceed to the Hamilton Township Planning Board for approval until after a redevelopment agreement is executed by the Township of Hamilton in accordance with Section 9 of the Local Redevelopment and Housing Law.

7.



Deviations from Redevelopment Plan Requirements

Variation from one or more of the specific development requirements set forth in this Redevelopment Plan may be necessary in certain circumstances for the effective redevelopment of the Redevelopment Plan Area or to meet state or federal permit requirements.

1. The Planning Board may grant variance relief from standards contained herein, pursuant to N.J.S.A. 40:55d-70(c) or design exceptions pursuant to N.J.S.A. 40:55d-51, provided that the Redeveloper satisfies the statutory criteria for such relief as set forth in the Municipal Land Use Law.
2. Deviations that would result in use variance relief pursuant to N.J.S.A. 40:55d-70(d), shall require an amendment to the Redevelopment Plan in accordance with the procedures set forth in the Local Redevelopment and Housing Law.
3. The Planning Board shall not have authority to revise contractual obligations of a Redeveloper set forth in a Redevelopment Agreement.

Certificates of Completion & Compliance

Upon the inspection and verification by the Mayor and Committee that the redevelopment of a parcel subject to a Redevelopment Agreement has been completed, a Certificate of Completion and Compliance will be issued to the Redeveloper, and such parcel will be deemed no longer in need of Redevelopment.

This Redevelopment Plan will remain in effect until Certificates of Completion have been issued for the designated Area in Need of Redevelopment, or until the Redevelopment Plan is deemed no longer necessary for the public interest and repealed by Ordinance of the Mayor and Committee.

Severability

. If a Court of competent jurisdiction finds any word, phrase, clause, section, or provision of this Redevelopment Plan to be invalid, illegal, or unconstitutional, the word, phrase, clause, section, or provision shall be deemed severable, and the remainder of the Redevelopment Plan and implementing Ordinance shall remain in full force and effect.

IX. Review Procedures

No development application shall proceed to the Hamilton Township Planning Board for approval until after a redevelopment agreement is executed by the Township of Hamilton in accordance with Section 9 of the Local Redevelopment and Housing Law.



[Appendix A | Resolution No. 186 of 2014](#)

A Resolution Designating the entirety of Hamilton Township as an Area in Need of Rehabilitation Pursuant to N.J.S.A. 40A:12a et seq.



Appendix B | Resolution No. _____ of _____

A Resolution Designating Lot 3 an Area in Need of Redevelopment pursuant to N.J.S.A. 40A:12a et seq.



Appendix C | Resolution No. _____ of 2025

A resolution referring the 4119 Black Horse Pike Redevelopment Plan to the Hamilton Township Planning Board.









Appendix D | 4119 Black Horse Pike Concept Plan by Colliers Engineering & Design dated 5/1/2025.

R:\Projects\2024\24007534B\Reports\Planning\250623_4119 BHP_Redev_Draft.docx



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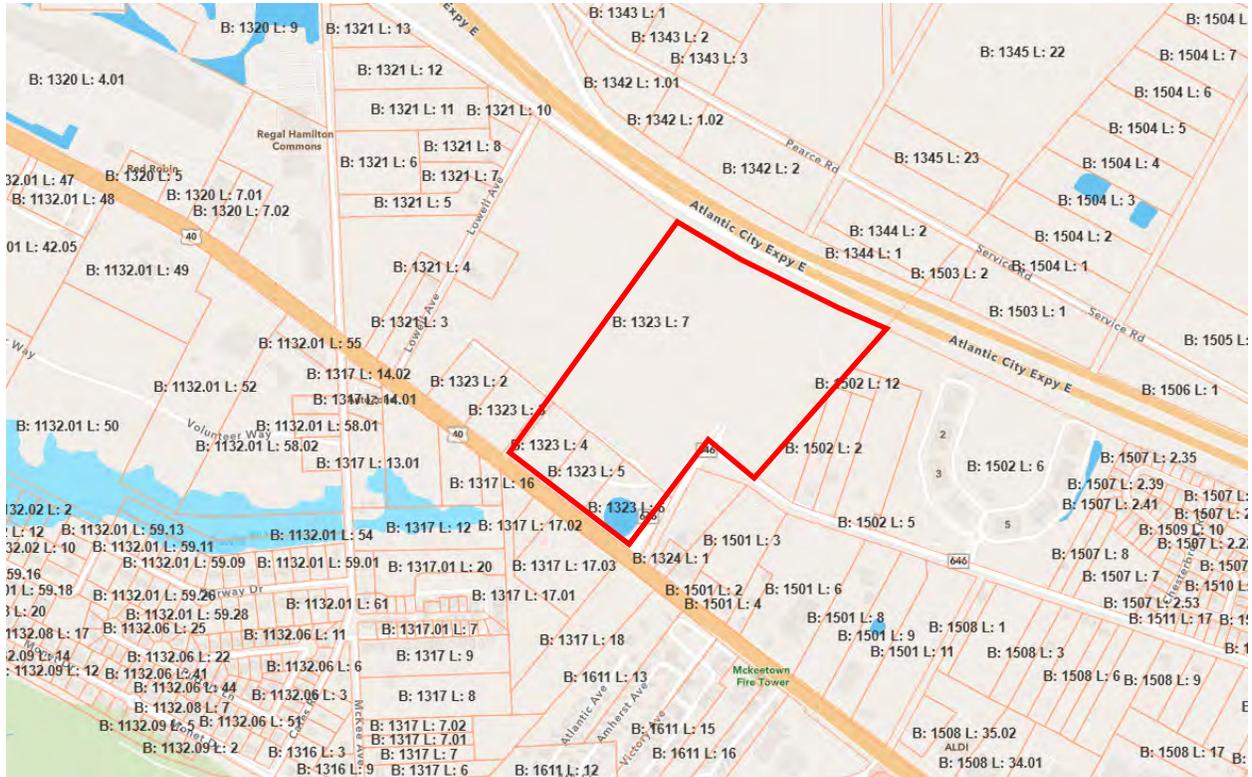
*Civil/Site • Traffic/Transportation • Governmental • Survey/Geospatial
Infrastructure • Geotechnical/Environmental • Telecommunications • Utilities/Energy*

APPENDIX L

4119 Black Horse, LLC Documentation & Maps

Wetlands Map

Block 1323, Lot 3



Source: NJ-GeoWeb 2020 Wetlands

APPENDIX M

Caring Residential Services Documentation



**Atlantic County
Document Summary Sheet**

INST # 2022031654
RECORDED 06/21/2022 VOL 15251
RCPT # 1667084 RECD BY AD (14 PGS)
JOSEPH J. GIRALDO, COUNTY CLERK
ATLANTIC COUNTY, NJ

ATLANTIC COUNTY CLERK 5901 MAIN ST MAYS LANDING NJ 08330	Return Name and Address The Title Company of Jersey 701 West Avenue, Suite 101 Ocean City, NJ 08226 808912-OC
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Official Use Only

Submitting Company	The Title Company of Jersey
Document Date (mm/dd/yyyy)	03/31/2022
Document Type	MORTGAGE
No. of Pages of the Original Signed Document (including the cover sheet)	14
Consideration Amount (If applicable)	\$1,000,000.00

First Party (Grantor or Mortgagor or Assignor) (Enter up to five names)	Name(s) <small>(Last Name First Name Middle Initial, Suffix) (or Company Name as Written)</small>	Address (Optional)
	Caring Residential Services 9 a NJ NonProfit Corporation	

Second Party (Grantee or Mortgagee or Assignee) (Enter up to five names)	Name(s) <small>(Last Name First Name Middle Initial, Suffix) (or Company Name as Written)</small>	Address (Optional)
	New Jersey Department of Community Affairs, Division of Housing and Community Resources	

Parcel Information (Enter up to three entries)	Municipality	Block	Lot	Qualifier	Property Address
	Hamilton Hamilton	805 805	1 2.01		Route 50 Route 50

Reference Information (Enter up to three entries)	Book Type	Book	Beginning Page	Instrument No.	Recorded/File Date

*DO NOT REMOVE THIS PAGE.

DOCUMENT SUMMARY SHEET (COVER SHEET) IS PART OF ATLANTIC COUNTY FILING RECORD. RETAIN THIS PAGE FOR FUTURE REFERENCE.

Prepared by: James Lordi

NEW JERSEY DEPARTMENT OF COMMUNITY AFFAIRS
 NATIONAL HOUSING TRUST FUND PROGRAM
MORTGAGE

Section 1. **Parties.** The parties to this Mortgage (the "Mortgage"), which is made this 31st day of March, 2022 are

CARING RESIDENTIAL SERVICES 9 A NJ NONPROFIT CORPORATION, a New Jersey non-profit corporation having its principal place of business at 407 W. Delilah Road, Pleasantville, New Jersey, 08232-1207 (the "Borrower")

AND

The New Jersey Department of Community Affairs, Division of Housing and Community Resources, DCA National Housing Trust Fund, whose address is 101 S. Broad Street, 5th Floor, P.O. Box 806, Trenton New Jersey 08625-0806, (the "Lender").

The DCA NATIONAL HOUSING TRUST FUND Program, established pursuant to the National Housing Trust Funds (NHTF) created by Section 1131 of the Housing and Economic Recovery Act of 2008 (Public Law 110-289). Section 1131 amended the Federal Housing Enterprises Financial Safety and Soundness Act of 1992 (12 U.S.C. 4501 et seq.) to add a new section 1337 "Affordable Housing Allocation" and a new section 1338, "Housing Trust Fund". HUD published interim rule for NHTF on January 30, 2015. The rule, codified at 24 CFR Part 93, establishes both the program requirements and the formula for allocating grant funds to States., administered by the New Jersey Department of Community Affairs, DCA National Housing Trust Fund Program, having its principal offices at Division of Housing and Community Resources, 101 South Broad Street, 5th Floor, P.O. Box 806, Trenton, New Jersey 08625 (the "Lender").

The Borrower acknowledges that in consideration for the execution of this Mortgage and the Mortgage Note (the "Mortgage Note") that this Mortgage secures, it shall receive from the Lender the Principal Sum described in the Note pursuant to a Drawdown Schedule as agreed to by the Lender and the Borrower as referenced in the Grant Agreement # 2021-02360-0159-01 between the Lender and the Borrower (the "Grant Agreement"). The Borrower further acknowledges that the Lender provided the Principal Sum of ONE MILLION DOLLARS (\$1,000,000) (the "Principal Sum") pursuant to the Grant Agreement and in accordance with the National Housing Trust Funds (NHTF) created by Section 1131 of the Housing and Economic Recovery Act of 2008 and rules promulgated thereunder (24 CFR Part 93).

Section 2. **Background and Purpose.** The Borrower proposes to construct, own and operate a "Housing Project" as described in Schedule A-1 hereto (the "Project") to be located on the premises, as described in Schedule A-2 hereto (the "Mortgaged Premises"), mortgaged hereby. To obtain financing for the Project, the Borrower has applied to the Lender for a mortgage loan (the "Mortgage Loan") to be disbursed to the Borrower. To evidence the Mortgage Loan contemplated hereby, the Borrower has contemporaneously with the execution of this Mortgage executed the Mortgage Note.

The Borrower has furnished to the Lender information concerning the Project including the description of the land on which it is to be situated, plans and specification for the construction of the Project, the tenant population which is to be housed, the number of units of each type to be included therein, estimated cost of constructing the Project, details as to the projected income and expenses of the Project once constructed and placed in operation, and of other local or private subsidies provided to the Project.

In addition, the Borrower has obtained in connection with the Project the following funding commitments:

Fulton Bank:	\$164,000
Developer Equity	\$ 56,500

The Borrower acknowledges that the Lender in deciding to finance the Project has relied upon the representations made in the Borrower's application as set forth above. The Borrower acknowledges that the Lender reserves the right to alter the terms of the Note and this Mortgage if the sources of funds dedicated to the Project or the use of the Project as described herein, materially change. This right shall include but not be limited to the right to withdraw its financing commitment and the right to declare a default as described in Section 31 and to exercise its remedies as described in Section 32.

Subject to the terms and conditions contained in this Mortgage, the Lender has approved the Borrower's application for a Mortgage Loan, to be disbursed subject to terms and conditions described herein.

Borrower acknowledges that it will complete the construction in accordance with plans and specifications furnished by the Borrower to the Lender prior to Lender's release of the first draw.

The parties acknowledge that this mortgage is subordinate only to the following mortgages securing the following principal amounts:

Fulton Bank:	\$164,000
--------------	-----------

Section 3. **Covenant to Pay Mortgage Note.** The Borrower hereby promises to pay the Mortgage Loan in accordance with the provisions of the Mortgage Note.

Section 4. **Granting Clauses.** In order to secure to the Lender:

- (a) the punctual payment by the Borrower of all sums due or to become due under the provisions of the Mortgage Note; and
- (b) the payment or performance of all obligations of the Borrower under this Mortgage; and
- (c) the payment or performance of all obligations of the Borrower under the Mortgage Note; and
- (d) the payment or performance of all obligations of the Borrower under any prior first mortgage notes or any prior mortgages;

the Borrower subject only to the superior mortgages indicated above, pledges, assigns and grants to the Lender a security interest in the following:

- A. the Borrower's right, title and interest in the premises described in Schedule A-2 hereto, including any buildings hereafter erected thereon and any improvements to such buildings (the "Mortgaged Premises");
- B. all the rights, title and interest of the Borrower, if any, in and to the beds of streets, roads and avenues open or proposed, adjacent to or pertinent to the property and any easements in favor of such premises over other premises;
- C. any award made in the nature of compensation for condemnation or appropriation with respect to the mortgaged premises by any governmental body, including awards or damages in respect to matters other than a direct taking which nonetheless affect the mortgaged premises. The Borrower hereby assigns any such awards or damages to the Lender, and in addition, for itself and its successors and assigns, appoints the Lender and any subsequent holder of the Mortgage Note and this Mortgage its Attorney-in-Fact, and empowers such Attorney at his option, on behalf of the Borrower, to adjust or compromise any such claims, to collect any proceeds and to execute in the Borrower's name any documents necessary to effect such collection. The Lender is empowered to endorse any checks representing these proceeds, and after deducting any expenses incurred in the collection, to apply the net proceeds as a credit upon any portion of the Mortgage Loan after payment of any fees and charges due and payable (as defined in and provided for in this Mortgage);
- D. all fixtures or other tangible personal property now or hereafter situated on the mortgaged premises or installed or placed in the buildings located thereon including, without limitation, stoves, refrigerators and similar appliances;
- E. all federal and state subsidy payments to which the Borrower is or will be entitled with respect to the Project;
- F. all rentals payable by tenants in respect to any part of the mortgaged premises and any other revenues from the mortgaged premises, including fees derived from laundry and parking facilities, and other similar facilities;
- G. all amounts payable to or recoverable by the Borrower under the terms of the Construction Contract or any surety bond issued in connection therewith;
- H. all rights under and amounts recoverable under warranties as to quality or performance of any material, part, sub-assembly, appliance or other component part of the Project;
- I. all reserves created pursuant to the terms of this Mortgage;
- J. all proceeds of casualty or other insurance on the Project or any part thereof;
- K. the obligation of any of the Borrower's partners, if any, to make any future capital contributions;
- L. any real estate tax rebates or refunds which the Borrower is entitled to receive;
- M. any amounts in the Project accounts described in Sections 7 and 21 herein.

Section 5. **Representations and Warranties.** The Borrower represents and warrants to the Lender that:

- (a) (1) (i) the Borrower is duly organized and existing under the provisions of New Jersey law and in good standing under the laws of New Jersey, (ii) has the power and authority to own its assets, to carry out and complete the Project and to carry on its business as now being conducted (and as now contemplated), and (iii) has the power to execute and perform all the undertakings of this Mortgage and the Mortgage Note. Borrower will file with Lender prior to the initial disbursement a true copy of its

certificate of good standing as issued by the New Jersey office of the Secretary of State evidencing current payment of franchise taxes if applicable. Borrower will file with Lender prior to the initial disbursement a true copy of a resolution executed by the appropriate officers of the corporation or by the appropriate individual or partners as applicable, evidencing authority granted to the Borrower to enter into this Mortgage, the Mortgage Note and to incur the obligations contained herein.

(2) If, in accordance with Section 12 herein, Borrower transfers the Mortgaged Premises subject to the conditions, obligations and restrictions contained herein and contained in the Mortgage Note, to an entity in which Borrower or its principals are the general partners, in the case of a partnership, or the majority shareholders, in the case of a corporation, Borrower shall submit documentation satisfactory to the Lender its successors and/or assigns that the transferee entity is in good standing. Borrower shall also submit documentation satisfactory to the Lender its successors and/or assigns evidencing authority granted to the transferee by its Board of Directors or General Partners, as appropriate, to assume the conditions, obligations and restrictions contained herein and contained in the Note. Documentation to be submitted by the transferee should be similar to that required to be submitted by the Borrower in paragraph 5(a)(1) above.

- (b) all statements contained in all applications, correspondence or other materials delivered to the Lender or the Municipality in connection with their consideration of the Mortgage Loan to the Borrower or relating to the Project are true and correct.
- (c) at the time of execution of this Mortgage, or prior thereto, the Borrower has acquired title in fee simple to the Mortgaged Premises described on Schedule A-2, subject only to such exceptions which have been disclosed in writing to the Lender and which will not, as solely determined by the Lender, materially interfere with or impair the beneficial use of the Mortgaged Premises for purposes of the Project.
- (d) the Borrower has filed with the Lender evidence satisfactory to that agency of the commitment of funds to the Project received as further described in Section 2 herein. Borrower acknowledges that disbursement of the proceeds secured by this Mortgage is contingent upon Borrower receiving these funds. Should these funding sources become unavailable to the Borrower for use in connection with this Project, disbursement of proceeds secured by this Mortgage shall be contingent upon approval by the Lender of an alternative funding source identified by the Borrower. Such approval shall not be unreasonably withheld as long as the Lender, in its sole discretion, determines that the goals and objective of the Project are not compromised by utilizing the alternative funding source.
- (e) no event has occurred and no condition exists which constitutes an Event of Default under this mortgage or which, but for a requirement of notice or lapse of time, or both, would constitute such an Event of Default and the Borrower has obtained permission from the Lender to assume the obligations contained in this Mortgage;
- (f) if a municipal tax abatement was contemplated in the Borrower's loan application, the Borrower has submitted an application to the municipality in which the Mortgaged Premises are situated providing for tax exemption and payments in lieu of taxes by the Borrower. Borrower will diligently proceed with negotiations with the municipality regarding said tax exemption and payment in lieu of taxes and if agreement is reached between the Borrower and the Municipality, a copy of such agreement including any amendments thereto shall be submitted to the Lender; and
- (g) the Borrower has received all necessary authorizations for construction of the Project on the Mortgaged Premises in accordance with the plans and specification and the Project is now (to the extent constructed), and on completion will be, in compliance with all applicable zoning, building and environmental codes and all other laws, ordinances, rules and regulations of any governmental body having jurisdiction over the Project.

Section 6. Construction of Project and Determination of Actual Project Cost. The Borrower covenants and agrees to diligently prosecute the construction of the Project in accordance with the plans and specifications for the Project as approved by the Lender.

No substantial revision of the approved Plans and Specifications, which revision would either (a) affect the nature of the Project as described in Section 2 hereof, or (b) in the aggregate increase the cost of the Project by more than ten percent (10%) as shown on the Project Development Budget contained in the Grant Agreement between the Borrower and the Lender, may be made without the prior express written consent of the Lender. Construction of the Project shall at all times be subject to the inspection, review, regulation and approval of the Lender or its duly authorized representatives. Any such inspection, regulation, review or approval of the Lender shall be solely for its benefit for the purpose of assuring that the programs and goals of the Lender are being fulfilled and shall not be construed as making the Lender a party to any contract in connection with the construction of the Project, nor shall it relieve the Borrower of any of its obligations under this Mortgage or the Note.

The Borrower covenants and agrees to complete the Project. The parties acknowledge that the Project shall be completed upon the issuance of appropriate Certificates of Occupancy by the municipality in which the Project is situated.

Upon completion of the Project the Borrower shall certify to the Lender or its successor and/or assign the actual cost of the Project. This cost certification shall be performed by a Certified Public Accountant chosen by the Borrower and

approved by the Lender. The cost certification must be independent as defined by The American Institute of Certified Public Accountants. The Borrower shall, promptly upon completion of the cost certification, forward it to the Lender its successor and/or assign. Costs associated with the preparation of the cost certification shall be borne by the Borrower.

Section 7. Disbursements. Upon and subject to the terms and conditions of this Mortgage, the Lender agrees to disburse to the Borrower in successive payments the Principal Sum as defined in the Mortgage Note.

Disbursements during construction will be made by the Lender in accordance with the project budget contained in Section "B" of the Grant Agreement and in accordance with the Drawdown Schedule that has been approved by the Borrower and the Lender and referenced in the Grant Agreement for the project.

The final disbursement shall be made only after the Lender or its successor and/or assign has notified the Borrower of the Actual Project Cost and has received a Certificate of Occupancy from the Borrower as to all dwelling units in the Project.

The Borrower hereby agrees to provide to the Lender or its successor and/or assign any data requested with respect to the occupancy of the Project or any other information regarding the construction of the Project or the marketing of the completed units.

The Borrower shall establish a Project account with a bank or trust company approved by the Lender that maintains an office in the State of New Jersey, the deposits of which are insured by the Federal Deposit Insurance Corporation.

Section 8. Conditions Precedent to Disbursements. The Lender's obligation to make each disbursement on the Mortgage Loan shall be subject to the satisfaction of the following conditions precedent, any of which may be waived in whole or in part by the Lender:

- (a) each of the Borrower's representations and warranties contained in this Mortgage shall continue to be true and shall not have been breached as of the date of the disbursement;
- (b) the full amount of all previous disbursements shall have been expended for Project costs approved by the Lender;
- (c) all work performed and materials furnished for the Project shall be in accordance with the plans and specifications for the Project and all work shall have been properly performed to the satisfaction of the Lender;
- (d) no event shall have occurred and no condition shall exist which would prevent the disbursement from becoming a mortgage lien (in a lien position that was contemplated by the Lender during negotiations with the Borrower and other funding sources as described in Section 2) on the Mortgaged Premises or secured by a prior perfected security interest on all other collateral mentioned in Section 4 of this Mortgage. If the Lender shall deem it necessary or desirable, all or part of any disbursement may be held in escrow with a title insurance company licensed to do business in the State of New Jersey for the purpose of discharging any mechanic's or other lien on the Mortgaged Premises.
- (e) no Event of Default (as defined in this Mortgage), nor any event which with the passage of time or service of notice would constitute an Event of Default, shall have occurred and be continuing under this Mortgage.

Section 9. Insurance. The Borrower covenants and agrees to cause the buildings on the premises and any improvements thereto and the fixtures and articles on the premises and any improvements thereto and the fixtures and articles of personal property covered by this Mortgage to be insured against loss by fire and by such other hazards as may be required by the Lender or its successors and/or assigns for the benefit of the Lender or its successors and/or assigns. Such insurance shall be written by such companies, in such amounts and in forms as are satisfactory to the Lender. The Borrower will assign and deliver the certificates of insurance to the Lender or its successors and/or assigns and such certificates will provide that the Lender or its successors and/or assigns shall be the loss payee subject only to the rights of the prior mortgagees. Such policies shall provide that the insurer may not cancel the policy and will not refuse to renew the policy except after thirty (30) days written notice to the Lender or its successor and/or assign. If the Lender or its successors and/or assigns shall not receive evidence satisfactory to it of the existence of effective insurance coverage as required by the Lender or its successors and/or assigns, the Lender or its successors and/or assigns may (but shall not be required to) obtain such coverage, and the Borrower will reimburse the Lender or its successors and/or assigns, on demand for any premiums paid for insurance procured by the Lender or its successors and/or assigns, and until so reimbursed the amount of such premiums shall be added to the Principal Sum of the Mortgage Note and bear interest at a rate equal to the yield rate on a 30 year U.S. Treasury bond at the time of making of such payment(s) by the Lender.

In the event of substantial damage to the Project by the occurrence of an insured casualty or the taking of a substantial portion of the Project by condemnation, if, in the sole judgment of the Lender (which judgment shall be conclusive), (a) the Project can be replaced or restored in whole or in part, and (b) the Project as so replaced will produce sufficient income to meet the then obligations of the Borrower under this Mortgage and the Mortgage Note, and (c) the Project can continue to fulfill the Program Objectives as contained in the Borrower's application for funding, the proceeds of insurance or condemnation, if sufficient, to the extent necessary for the purpose, shall be made available to the Borrower upon satisfaction by the Borrower of the conditions precedent to disbursements, for such replacement or restoration. To the

extent the Project is not replaced or restored, such proceeds shall be applied to the indebtedness secured hereby after payment of fees and charges due and payable (as defined and provided for in this Mortgage). Nothing in this Section shall affect the lien of this Mortgage or the liability of the Borrower for payment of the entire balance of the Mortgage indebtedness.

Insurance Binders Required Prior to Disbursement: Borrower will provide to the Lender prior to the first disbursement under the Mortgage Note:

an original prepaid Builders Full all risk policy or policies written by a company or companies acceptable to the Lender, containing a New Jersey Standard Mortgage Clause for the benefit of the Lender or its successors and/or assigns subject only to the interest of prior mortgagees, in an amount sufficient to cover this Mortgage lien;

Comprehensive Public Liability Insurance (broad form) covering injury and damage to persons and property with limits satisfactory to the Lender and naming Lender as additional insured. Such policies shall provide that not later than 30 days prior to any policy expiration or cancellation the Lender will receive written notice before effectuation of such expiration or cancellation. Such insurance shall be written by such companies in such amounts as are satisfactory to the Lender.

Upon completion of construction this insurance shall be converted to a standard policy or policies written by a company or companies acceptable to the Lender or its successor and/or assign. Such insurance is to be carried on a full replacement value basis, but in no event shall the insurance coverage be less than the total aggregate amounts of the mortgage loans outstanding. The original policy or policies showing the Lender's or its successor's and/or assign's interest as mortgagee shall be lodged with the Lender or its successors and/or assigns. All premiums shall be paid by the Borrower.

If, prior to disbursement in accordance with this Mortgage or the Mortgage Note, the property has been identified by the Secretary of Housing and Urban Development as being in an area of having special flood or mudslide hazards, and for which the sale of flood insurance has been made available under the National Flood Insurance Act of 1968, a flood insurance policy satisfactory to the Lender or its successors and/or assigns shall be purchased by the Borrower.

Section 10. Taxes or Payments in Lieu of Taxes. The Borrower covenants and agrees to pay all taxes, payments in lieu of taxes, assessments, water charges and sewer charges, and in default thereof the Lender may pay the same. Any such sum or sums so paid by the Lender shall be added to the Principal Sum hereby secured and shall bear interest at a rate equal to the yield rate on a 30 year U.S. Treasury bond at the time of making of such payment(s) by the Lender.

Section 11. Liens. The Borrower covenants and agrees to maintain its right, title and interest in the Mortgaged Premises (including the Project and land) and all items enumerated in Section 4 of this Mortgage free and clear of all liens and security interests except the liens of this Mortgage, and the liens of other mortgagees described in Section 2 above, and those exceptions identified and set forth in a certain title policy issued by Title Company of Jersey, Title Insurance Company numbered 808912-OC and dated March 1, 2022as approved by the Lender. Lender shall be furnished with this current standard ALTA form with extended coverage, insuring that the mortgage is a valid lien on the Premises. Prior to any disbursement under this Mortgage, Borrower shall provide evidence satisfactory to the Borrower of the recording of this mortgage. Except with the written consent of the Lender, the Borrower will not install any item of tangible personal property as a part of the fixtures or furnishings of the Project which is subject to a purchase money lien or security interest.

The Lender may, at its sole option, pay the amount necessary to discharge any such lien, and the Borrower shall promptly reimburse the Lender for any amounts so paid. Until reimbursement of the Lender of any amounts so paid, such amount shall be added to the Principal Sum secured by this Mortgage and shall bear interest at a rate equal to the yield rate on a 30 year U.S. Treasury bond at the time of making of such payment(s) by the Lender.

Section 12. Encumbrances - Sale of Project. The Borrower covenants and agrees not to sell, lease or otherwise encumber the Project or the Land, or any part thereof, or the rents or revenues thereof without the prior written consent of the Lender, except by leasing to eligible residential tenants.

Section 13. Maintenance, Repair and Replacement. The Borrower covenants and agrees to maintain the Project and the housing units contained therein and the appurtenant equipment and grounds in good repair and condition so as to provide decent, safe and sanitary housing accommodations.

Following completion of the Project, the Borrower will not make any substantial alteration in the Project without the consent of the Lender, nor will the Borrower permit the removal of any fixtures or articles of personal property except in connection with the replacement thereof with appropriate property of at least equal value and free of all liens or claims.

The Borrower will not permit any waste with respect to the Project or any of its real or personal property without the consent of the Lender or make any alteration which will increase the hazard of fire or other casualty.

Section 14. Fees and Charges. [Omitted]

Section 15. Advance Amortization Payments. Because the public purposes of the Lender include maximizing the period during which the residential units in the Project are available to persons of low and moderate income, any advance principal repayment shall not release the Borrower from any obligation incurred under the Mortgage Note or under any agreement with the Lender which contains obligations reflecting the terms and conditions of the Grant Agreement which

provides that a percentage of the units remain affordable to persons of low and moderate income for at least the minimum period of time specified at 24 CFR Part 92. Such obligations shall remain whether or not Borrower has tendered to or deposited with the Lender an amount otherwise sufficient to pay the Mortgage Loan, including interest accrued and payable, in full.

Section 16. Reserves. Commencing with the first month of 100% occupancy, and every month thereafter, the Borrower shall pay into a separate replacement reserve account the amount of \$50 per unit. All reserves required pursuant to this Section shall be held in escrow and shall be paid out for the benefit of the Project as needed. Any interest which may be earned on such reserves shall remain in the escrow account and shall be used for similar purposes unless the Borrower, the First Mortgagee and the Lender mutually agree to apply the funds to some other Project purpose.

If the Lender or its successor and/or assign, in the event that it becomes first mortgagee, determines that the reserves specified herein are insufficient to insure prompt payment of debt service, taxes, payments in lieu of taxes, insurance premiums, assessments, water charges and other utility costs or to properly fund painting, decorating, repair and replacement needs with respect to the Project, then the Lender may require increases in the required reserves necessary to assure proper funding.

Section 17. Compliance with the NHTF Program and DCA Housing Trust Program Requirements. The Borrower covenants and agrees to comply with the NHTF Program and any rules or regulations promulgated pursuant thereto and with any amendments or supplements of those rules or regulations as the same exist as of the date hereof, including but not limited to the Affordability Controls requiring that the units rehabilitated or constructed with the mortgage proceeds remain affordable to low and moderate income families. The Borrower further covenants and agrees to comply with all requirements imposed upon it by the Grant Agreement or any agreement with the Lender reflecting said Agreement. If any provision of this Mortgage shall be determined to be inconsistent with the NHTF Program, its rules or regulations or the Grant Agreement, all of the latter shall govern.

Section 18. Use of Project. Except as otherwise expressly permitted by this Mortgage and except for facilities approved by the Lender as normally appurtenant to residential projects for non-transients (such as laundry facilities), the Project shall be used solely to provide residential housing for persons identified in the Borrower's application for funding. The Borrower shall offer dwelling units for occupancy in strict accordance with a marketing program or plan previously approved by the Lender.

Section 19. Consideration for Lease. If the units constructed at the Project are for tenant occupancy, the Borrower covenants and agrees not to require as a condition of the occupancy or leasing of any dwelling unit in the Project and not to accept nor allow any employee or agent to accept any consideration other than the prepayment of the first month's rent plus a security deposit not in excess of one and half (1.5) month's rent to guarantee the performance of the covenants of the lease or occupancy agreement.

Section 20. Tenant Security Deposit. If the units constructed at the Project are for tenant occupancy, the Borrower covenants and agrees to deposit all moneys paid to the Borrower by any residential tenant as a security deposit for the payment of rent in a separate interest bearing bank account held and maintained in accordance with applicable law and instructions of the Lender its successors and/or assigns as to its custody and control.

Section 21. Account for Project Revenues. The Borrower covenants and agrees to establish an account for Project revenues with a bank or trust company maintaining an office within the State of New Jersey the deposits of which are insured by the Federal Deposit Insurance Corporation. "Project Revenue" shall mean all rents and other revenues of any type whatsoever received in connection with the Project or the Borrower's operation of the Project, except for Mortgage Loan disbursements. Project Revenue shall be deposited in this account.

Section 22. Inspection of Premises. The Borrower covenants and agrees to permit the Lender, its agents or representatives, to inspect the Mortgaged Premises at any and all reasonable times with or without notice.

Section 23. Books and Records. Subject to the requirements of any prior mortgages which shall govern, the Borrower covenants and agrees to maintain adequate books and records of its transactions with respect to the Project in a form acceptable to the Lender. Such books and records shall be available for inspection and audit by the Lender or its agents at any time during business hours. The Borrower shall furnish the Lender with the financial statements of the Borrower's financial affairs within three (3) months of the close of each of its fiscal years during the years that this Mortgage and the Mortgage Note remain unsatisfied as further described in the Mortgage Note. These financial statements shall document among other things the financial affairs of the Project.

The Borrower shall furnish the Lender or its successors and/or assigns such other information and reports respecting the Project as the Lender or its successors and/or assigns may reasonably require.

Section 24. Management Contract. The Borrower may, and if the Lender or its successor and/or assign becomes first mortgagee and so elects, shall, contract for the services of a firm experienced in real estate management to act as the managing agent for the Project and in such event the selection of any such managing agent, the scope of the agent's duties and the basis of the agent's compensation shall be subject to the approval of the Lender or its successor and/or assign, and any contract for the employment of any managing agent shall provide that such contract may be terminated by the Lender at any time by notice of such determination by the Lender given to the Borrower and managing agent. This paragraph shall only come into effect should the Lender or its successor and/or assign become the first mortgagee.

Section 25. Prohibited Actions. Except with the express approval of the Lender or its successor and/or assign,

the Borrower shall not with Project Revenues as defined in Section 21 hereof and Mortgage Disbursements as provided for in Section 7 hereof:

1. incur any liabilities except in connection with the construction of the Project and its operation and maintenance;
2. engage in any business activity except the ownership and operation of the Project;
3. pay more than the fair market value thereof for goods or services;

Section 26. Statutory Powers and Restrictions. The Mortgage Loan provided for herein shall be subject to statutory and regulatory restrictions contained in the Fair Housing Act and accompanying regulations, and in connection therewith the Lender shall have the powers set forth in the Act, and the Borrower hereby consents to such restrictions and powers and agrees to be bound thereby. Such powers and restrictions shall be in addition to and not in limitation of the rights of the Lender expressly set forth in this Mortgage.

Section 27. Accounting in Event of Default. Upon the occurrence of an Event of Default and within five (5) business days of demand therefor by the Lender, the Borrower will furnish to the Lender in writing a statement of the principal amount remaining due in this Mortgage together with a statement of any defenses which may exist as to any liability of the Borrower on the Mortgage Loan or otherwise hereunder.

Section 28. Personal Liability. In the event of Default, the Lender shall take no action against the Borrower personally or against any of its general or limited partners if applicable, except to the extent necessary to subject the Project to satisfaction of the Mortgage Loan and any obligation under this Mortgage in accordance with and subject to the terms and conditions of the Mortgage Note and this Mortgage and except to the extent any such person has committed fraudulent, criminal or other unlawful activities.

Section 29. Financing Statements. The Borrower hereby irrevocably authorizes the Lender to execute on its behalf one or more financing statements or renewals thereof in respect of any of the security interests granted by this Mortgage.

Section 30. Assignment by Lender. The Borrower hereby consents to any assignment of this Mortgage by the Lender.

Section 31. Defaults. Each of the following shall be an Event of Default:

- (a) failure by the Borrower to pay when due any installment of principal or interest on the Mortgage Loan or Fees and Charges or any other payment required by the Borrower to the Lender or any other person pursuant to the terms of this Mortgage and the Mortgage Note;
- (b) commission by the Borrower of any act prohibited by the terms of this Mortgage, failure by the Borrower to perform or observe in timely fashion any action or covenant required by any of the terms of this Mortgage, or failure by the Borrower to produce satisfactory evidence of compliance therewith;
- (c) the filing by the Borrower under any Federal or State Bankruptcy or insolvency law or other similar law of any petition in bankruptcy or for reorganization or composition with creditors or the making of an assignment for the benefit of creditors;
- (d) the filing against the Borrower under any Federal or State Bankruptcy or insolvency law or other similar law of a petition seeking the Borrower's adjudication as a bankrupt or the appointment of a receiver or other custodian for the benefit of its creditors which shall not be dismissed within thirty (30) days of the filing thereof, or the adjudication of the Borrower as a bankrupt, or the appointment by court order of a custodian (such as a receiver, liquidator or trustee) of possession of the Borrower or any of its property for the benefit of its creditors and such order remains in effect or such possession continues for more than thirty (30) days;
- (e) the occurrence of substantial destruction of the Project by an uninsured casualty;
- (f) any representation in conjunction with this Mortgage Loan and the Project by or on behalf of the Borrower which is false or misleading in any material respect or any warranty of the Borrower which is breached;
- (g) any breach by the Borrower of its obligations or any failure to observe its covenants under any prior mortgage, or note which result in an Event of Default thereunder, or the failure to observe the covenants as contained in any deed restriction associated with such prior mortgage or note, if applicable;
- (h) failure to complete the Project by the ending date of the Grant Agreement, as it may be extended;
- (i) non-compliance by the Borrower with the following post-construction monitoring requirements by the Lender, pursuant to the rules and procedures of the National Housing Trust Funds, Title I of the Housing and Economic Recovery Act of 2008, Section 1131, 24 CFR, Part 93, 24 CFR Part 93 (the "Act") as administered by the Lender, during the affordability control period:

- (1) recertification of the gross rent for each project unit, annually;
- (2) certification of the adjusted gross income for the household residing in each project unit, annually;
- (3) inspection of the project's units, periodically, to determine their continued habitability;
- (j) non-compliance with adjustments which the Lender requires of the Borrower as a result of the post-construction monitoring described in subsection (i) above

The events set forth in subsections (b) and (g) of this Section shall not constitute Events of Default until the prohibited acts, failure to perform or observe, or breaches shall remain uncured for a period of thirty (30) days after Lender's written notice to Borrower, specifying such prohibited act, failure or breach and requesting that it be remedied, unless the Lender shall agree in writing to an extension of such time prior to its expiration; provided, however, that if the prohibited act, failure, or breach stated in each notice is correctable but cannot be corrected within the 30 day period, the Lender may not unreasonably withhold its consent to an extension up to 120 days from the delivery of the written notice referred to herein if corrective action is instituted by the Borrower within the initial 30 day period and diligently pursued.

Section 32. Remedies. Upon the occurrence of any Event of Default, the Lender subject to any first mortgage may at its option take any one or more of the following actions or remedies and no failure to exercise any remedy or take any action enumerated shall constitute a waiver of such right or preclude a subsequent exercise by the Lender of any such remedy:

- (a) declare the entire Principal Sum of the Mortgage Loan together with all other liabilities of the Borrower under the Mortgage Note and the Mortgage to be immediately due and payable;
- (b) cease making disbursements to the Borrower;
- (c) apply any reserves held by the Lender or the balance in the accounts for Project disbursements and revenues, or any combination of these moneys, to the payment of the Borrower's liabilities hereunder;
- (d) foreclose the lien of this Mortgage on the Mortgaged Premises. In any action to foreclose, the Lender shall be entitled to the appointment of a receiver of the rents and profits of the Project as a matter of right and without notice, with power to collect the rents, uses, and profits of said Project, due and becoming due during the pendency of such foreclosure suit, such rents and profits being hereby expressly assigned and pledged as additional security for the payment of the indebtedness secured by this Mortgage without regard to the value of the Project or the solvency of any person or persons liable for the payment of the mortgaged indebtedness. The Borrower for itself and any such subsequent owner hereby waives any and all defenses to the application for a receiver as above and hereby specifically consents to such appointment without notice, but nothing herein contained is to be construed to deprive the holder of the Mortgage of any other right, remedy or privilege it may now have under the law to have a receiver appointed. The provisions for the appointment of a receiver of the rents and profits and the assignment of such rents and profits, is made an express condition upon which the Mortgage Loan hereby secured is made. Upon such foreclosure the Lender shall have the right to have a receiver appointed for the Project and the rentals from the Project.
- (e) take possession of the mortgaged premises;
- (f) without judicial process, collect all rentals and other revenue including federal and state subsidies as the agent of the Borrower (which upon the occurrence of any Event of Default the Lender is deemed to have been irrevocably appointed by the Borrower), and apply the same at the Lender's option either to the operation and maintenance of the Project or to the liabilities of the Borrower under this Mortgage;
- (g) act as landlord of the Mortgaged Premises and rent or lease the same on any terms approved by it or dispossess by summary proceedings or other available means any tenant defaulting under the terms of the lease of a dwelling unit;
- (h) take possession of equipment, appliances and other tangible personal property in which a security interest has been granted by this Mortgage and dispose of the same in any commercially reasonable manner. The Lender shall have the option to dispose of any such equipment and personal property either separately from the Mortgaged Premises or in conjunction with a sale of the Mortgaged Premises, and the Borrower agrees that either method of disposition shall be commercially reasonable;
- (i) sue the Borrower for a mandatory injunction or other equitable relief requiring performance by the Borrower of any of its obligations under the Mortgage. The Borrower agrees with the Lender that the Lender's remedy at law for the violation or the nonperformance of the Borrower's obligations under this Mortgage is not adequate by reason, among other things, of the Lender's public purpose to provide adequate, safe and sanitary dwelling units for families of low and moderate income;
- (j) replace the managing agent or other agent exercising management control over the affairs of the Borrower with such person or persons as the Lender in its sole discretion deems advisable, including officers or employees of the Lender, who shall exercise all of the authority of the managing general

partner or other manager of the Borrower. Such appointment by the Lender shall be for the duration provided in Section 7 (b)(6) of the New Jersey Housing and Mortgage Finance Agency Law of 1983, as amended and any person so appointed shall be entitled to the same immunities and compensation as provided in such Act;

- (k) notwithstanding the above enumeration of remedies, the Lender shall have available to it any remedies provided to it by law.

Section 33. Expenses Due to Default. All reasonable expenses (including reasonable attorney's fees, costs and allowances) incurred in connection with an action to foreclose this Mortgage or in exercising any other remedy provided by this Mortgage, including the curing of any Event of Default, shall be paid by the Borrower, together with interest at a rate equal to the yield rate on a 30 year U.S. Treasury bond at the time of making of such payment(s) by the Lender. Any such sum or sums and the interest thereon shall be a further lien on the mortgaged premises and shall be secured by this Mortgage. Expenses of foreclosure for purposes of the preceding paragraph shall include, but not be limited to, the items enumerated in (a) through (d) of Section 16 of this Mortgage.

Section 34. Amendments; Notices; Waivers. This mortgage may be amended only by an instrument in writing executed and acknowledged on behalf of the Lender and the Borrower in such manner that the instrument may be recorded. No waiver by the Lender in any particular instance of any Event of Default or required performance by the Borrower and no course of conduct of the parties or failure by the Lender to enforce or insist upon performance of any of the obligations of the Borrower under this Mortgage at any time shall preclude enforcement of any of the terms of this Mortgage or the Mortgage Note thereafter.

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

Notice provided for under this Mortgage Note shall be given in writing signed by a duly authorized officer and any notice required to be given hereunder shall be given by regular mail and be certified or registered mail, postage prepaid, return receipt requested, at the addressed specified below, or at such other addresses as may be specified in writing by the parties hereto:

Borrower:	CARING RESIDENTIAL SERVICES 9 A NJ NONPROFIT CORPORATION 407 W. Delilah Road Pleasantville, NJ 08232-1207
Borrower's Attorney at:	General Counsel, CARING, Inc. 14 South California Avenue Atlantic City, NJ 08401
Lender:	New Jersey Department of Community Affairs Division of Housing and Community Resources Housing Production Programs 101 South Broad Street, 5 th Floor P. O. Box 806 Trenton, New Jersey 08625-0806 Attn: DCA National Housing Trust Fund

Section 35. Severability. The invalidity of any part or provision of this Mortgage shall not affect the validity of the remaining portions thereof.

Section 36. Disclaimer of Warranties, Liability, Indemnification.

- A. The Borrower acknowledges and agrees that (i) the Lender has not heretofore and does not make any warranty or representation, either express or implied as to the value, condition, or fitness for particular purpose or fitness for any use of the Project Premises or any portions thereof or any other warranty or representation with respect thereto; (ii) in no event shall the Lender or its agents or employees be liable or responsible for any incidental, indirect, special or consequential damages in connection with or arising out of this Mortgage or the development of the Project or the existence, functioning or use of the Project or any items or services provided for in the Mortgage; and (iii) during the term of this Mortgage and to the fullest extent permitted by law, the Borrower shall indemnify and hold the Lender harmless against, and the Borrower shall pay any and all liability, loss, cost, damage, claims, judgements or expense of any and all kinds or nature and however arising, imposed by law, which the Borrower and the Lender may sustain, be subject to, or be caused to incur by reason of any claim, suit or action based upon personal injury, death or damage to property, whether real, personal or mixed, or upon or arising out of contracts entered into by the Borrower, or arising out of the Borrower's ownership of the Project or out of the development, or management of the Project.
- B. It is mutually agreed by the Borrower and the Lender that the Lender and its directors, officers, agents, servants and employees shall not be liable for any action performed under this Mortgage, and that the Borrower shall hold them harmless from any claim or suit of whatever nature.

C. Any claims asserted against the Lender shall be subject to the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1, et seq. (except for N.J.S.A. 59:13-9 thereof). It is acknowledged by the parties that the Lender is a public entity covered by the provisions of the New Jersey Tort Claims Act, N.J.S.A. 59:1-1 et seq.

Section 37. **Execution in Counterparts.** This Mortgage may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

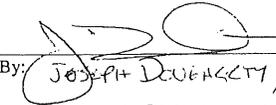
Section 38. **Applicable Law.** This Mortgage shall be governed by and construed in accordance with the laws of the State of New Jersey.

IN WITNESS WHEREOF, this Mortgage has been duly executed by the Borrower this 14th day of March, 2022.

ATTEST:

BORROWER:

By: _____

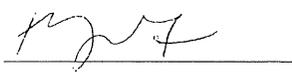
By: 

JOSEPH DEGIACCA, PRESIDENT of
CARING RESIDENTIAL SERVICES 9, A
NJ NON PROFIT CORPORATION

STATE OF NEW JERSEY, COUNTY OF Atlantic SS:

I CERTIFY that on March 14th 2022, Josiah Doucette, 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 PRESIDENT of the entity named in this instrument; and OF CARING RESIDENTIAL SERVICES 9, A NJ NON PROFIT CORPORATION
- (c) executed this instrument as the act of the entity named in this instrument.



SWORN TO AND SUBSCRIBED

before me on March 14th 2022
MORGAN W. GENTRY
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 4/13/2026

Notary Public of New Jersey

My commission expires on 4/13/2026

Record and return to: JAMES LORDI
New Jersey Department of Community Affairs
Division of Housing and Community Resources
Housing Production Programs
101 South Broad Street, 5th Floor P. O. Box 806
Trenton, New Jersey 08625-0806
Attn: DCA Housing Trust Fund

The Title Company of Jersey
701 West Avenue
Suite 101
Ocean City, NJ 08226

808912-OC

SCHEDULE A-1

PROJECT DESCRIPTION

CARING Residential Services IX is a two-unit new construction rental project. There will be two three-bedroom units. All rents are at FMR with tenants paying 30% of income towards rent.

SCHEDULE A-2 LEGAL DESCRIPTION

All that certain Lot, tract or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Township of Hamilton, County of Atlantic, State of New Jersey, being more particularly described as follows:

TRACT #1

BEGINNING at a point in the southwest line of Seventh Street (50 feet wide) where the same is intersected by the southeast line of New Jersey State Highway Route 50 (a/k/a Cape May Avenue-80 feet wide) and extending; thence

(1) Southeastwardly at right angles to New Jersey State Highway Route 50 along the said line of Seventh Street, a distance of 100.00 feet to a point in the said line of Seventh Street; thence

(2) Southwestwardly forming an interior angle to the left of 90 degrees from the last mentioned course, a distance of 122.50 feet to a point; thence

(3) Northwestwardly forming an interior angle to the left of 90 degrees in the last mentioned course along the centerline of a former 15 feet wide alley, now vacated, a distance of 100.00 feet to a point in the aforementioned line of Route 50; thence

(4) Northeastwardly forming an interior angle to the left of 90 degrees from the last mentioned course along the said line of Route 50, a distance of 122.50 feet to the point of BEGINNING.

BEING KNOWN AS Lots 42, 43, 44 & 45 in Block 13, together with a vacated portion of Seventh Street and a vacated portion of a 15 feet wide alley, as shown on plan entitled "Map No. 1, Tract A, Mays Landing" filed as Map #270 in the Atlantic County Clerk's Office.

FOR INFORMATION ONLY: ALSO KNOWN AS Lot 2.01 in Block 805 as shown on the tax map of the Township of Hamilton.

TRACT #2

BEGINNING at a point in the northeast line of Sixth Street (50 feet wide) where the same is intersected by the southeast line of New Jersey State Highway Route 50 (a/k/a Cape May Avenue-80 feet wide) and extending; thence

(1) Northeastwardly along the said line of Cape May Avenue (a/k/a New Jersey State Highway Route 50), a distance of 117.50 feet to a point in the same; thence

(2) Southeastwardly forming an interior angle to the left of 90 degrees from the last mentioned course along the centerline of a vacated 15 feet wide alley, a distance of 100.00 feet to a point; thence

(3) Southwestwardly forming an interior angle to the left of 90 degrees from the last mentioned course, a distance of 117.50 feet to a point in the aforementioned line of Sixth Street; thence

(4) Northwestwardly along the said line of Sixth Street forming an interior angle to the left of 90 degrees from the last mentioned course, a distance of 100.00 feet to the point of BEGINNING.

BEING KNOWN AS Lots 1, 2, 3 & 4 in Block 13, together with a vacated portion of Sixth Street and a vacated portion of a 15 feet wide alley, as shown on plan entitled "Map No. 1, Tract A, Mays Landing" filed as Map #270 in the Atlantic County Clerk's Office.

FOR INFORMATION ONLY: ALSO KNOWN AS Lot 1 in Block 805 as shown on the tax map of the Township of Hamilton.

FOR INFORMATION ONLY:

Commonly known as:

Route 50

Mays Landing, NJ 08330

Block 805 Lot 1 and 2.01 Hamilton Township tax map

808912-OC/77

Capital Advance Program
Instructions for the Preparation of
~~Mortgage, Deed of Trust,~~
~~or Security Deed~~ & ASSIGNMENT OF RENTS

U.S. Department of Housing
and Urban Development
Office of Housing
Federal Housing Commissioner

OMB Approval No. 2502-0470
(exp. 5/31/2010)

CARINGHomes 2007-Atlantic County
Proj. No.: 035-HD066

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 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. HUD may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number.

This information collection is necessary to ensure that viable projects are developed. It is important to obtain information from applicants to assist HUD in determining if nonprofit organizations initially funded continue to have the financial and administrative capacity needed to develop a project and that the project design meets the needs of the residents. The Department will use this information to determine if the project meets statutory requirements with respect to the development and operation of the project, as well as ensuring the continued marketability of the projects. This information is required in order to obtain benefits. This information is considered non-sensitive and no assurance of confidentiality is provided.

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 March, 20 09, between CARING Residential Services V, Inc.

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 One Million Thirty One Thousand Dollars (\$ 1,031,000.00), evidenced by its note of even date herewith, said principal being payable provided in said note with a final maturity of 06/30/2049, 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 Warranty unto the Mortgagee, successors or assigns, the following-described real estate situate, lying, and being in the 1) Township of Hamilton, 5905 Buttercup Lane (Block 830, Lots 14 & 15) and 2) Township of Galloway, 506 Second Avenue (Block 939, Lot 13) both properties further described in Exhibit A, in the County of Atlantic, and the State of New Jersey, to wit:

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 were or are to be erected, and all renewals or replacements thereof or articles in substitution therefor; 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 Mortgagor 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

Previous versions obsolete

602 483

Page 1 of



ATLANTIC COUNTY, NJ
EDWARD P. McGETTIGAN, COUNTY CLERK
RCPT # 770537 RECD BY eileen
VOL 12967 REC FEES 80.00
MARGINAL NOTATION 0.00
RECORDED 03/26/2009 02:43:08 PM
INST # 2009021155



408

discharging the debt hereby secured. Permission is hereby given to Mortgagor 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 Mortgagor 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 Mortgagor 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 Mortgagor, 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 hereinafter 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 Mortgagor or Mortgagee on account of the ownership thereof to the extent that provision has not been made by the Mortgagor 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 Mortgagor 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 Mortgage, to be paid out of the proceeds of the sale of the mortgaged premises, if not otherwise paid by the Mortgagor, 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 Mortgagor 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 Mortgagor 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 Mortgagor 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 Mortgagor 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 Mortgagor and

Mortgagee dated March 26, 2009, which 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 on with reasonable diligence, or shall be discontinued at any time for any reason other than strikes or lock-outs, the Mortgagee, after due notice to the Mortgagor or any subsequent owner, is hereby invested with full and complete authority to enter upon said premises, employ watchmen to protect

such improvements from deprecation or injury and to preserve and protect the personal property therein, and to continue any and all outstanding contracts for the erection and completion of said buildings, to make and enter into any contracts and obligations wherever necessary, either in his/her own name or in the name of the Mortgagor, and to pay and discharge all debts, obligations, and 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 and shall be due and payable on demand with interest at the rate to be 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 payable on the failure of the Mortgagor to keep and perform any of the covenants, conditions, and agreements of said 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 or equity, a reasonable sum shall be allowed for the solicitor's fees of the complainant, not to exceed in any case five per centum (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 the Board of Trustees of said corporation.
[Corporate Seal]

By
Brian P. Curran
State of New Jersey
County of Essex

Attest

Joseph R. Dougherty

I, Daniel S. Ojserkis, Attorney at Law of NJ, ~~Notary Public in and for said County in the State aforesaid~~ do hereby certify that Brian P. Curran and Joseph R. Dougherty, personally known to me to be the same persons whose names are respectively as President and Secretary of CARING Residential Services V, 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 26th day of March, 20 09.

[Seal]
~~XXXXXXXXXXXX~~
Daniel S. Ojserkis
Attorney At Law NJ

~~XXXXXXXXXXXX~~

LEGAL DESCRIPTION

Exhibit A

File No. 602483

TRACT #1

ALL THAT CERTAIN LOT, tract or parcel of land and premises situate, lying and being in the Township of Hamilton, County of Atlantic and State of New Jersey, bounded and described as follows:

BEGINNING at a point in the North line of Buttercup Lane (50' wide), said point being in the division line between Lots 13 and 14 in Block 830. Said point also being 100.00 feet Northwestwardly of the intersection of the extended North line of Buttercup Lane and the extended West line of Pinehurst Drive (50' wide) and extending from said beginning point; thence

- (1) North 39 degrees 35 minutes 30.5 seconds West in and along the North line of Buttercup Lane a distance of 22.00 feet to a point of curve in same; thence
- (2) In a Northwesterly direction and curving to the left along the arc of circle having a radius of 450.00 feet an arc distance of 110.00 feet to a point; thence
- (3) North 36 degrees 24 minutes 10 seconds East and radial with Buttercup Lane a distance of 164.27 feet to a point; thence
- (4) South 35 degrees 50 minutes 13.7 seconds East a distance of 129.95 feet to a point; thence
- (5) South 2 degrees 51 minutes 30 seconds East, a distance of 55.56 feet to a point; thence
- (6) South 55 degrees 24 minutes 30 seconds West and at right angles to Buttercup Lane a distance of 100.00 feet to the point and place of BEGINNING.

Containing an area of 29095.46 square feet.

BEING KNOWN AS lots 14 and 15 in Block 830 as shown on the tax map of the Township of Hamilton.

This description was made in accordance with property survey prepared by Arthur W. Ponzio Company & Associates, Inc., dated January 10, 2009 and revised on March 20, 2009, Project # 29457.

FOR INFORMATION ONLY:

Commonly known as: 5905 Buttercup Lane, Hamilton Township, NJ 08330
Block 830, Lots 14 and 15, Hamilton Township

101 840704-1 03/09/09

TRACT #2

ALL THAT CERTAIN LOT, tract or parcel of land and premises situate, lying and being in the Township of Galloway, County of Atlantic and State of New Jersey, bounded and described as follows:

BEGINNING at a point in the Southeasterly line of Second Avenue (50.00' wide) said point being 225.00 feet Southwest of the Southwesterly line of Ridgewood Avenue (50.00' wide) and extending; thence

- (1) South 47 degrees 15 minutes 00 seconds East parallel with Ridgewood Avenue a distance of 846.20 feet to a point; thence
- (2) South 42 degrees 45 minutes 00 seconds West parallel with Second Avenue a distance of 62.50 feet to a point; thence
- (3) North 47 degrees 15 minutes 00 seconds West parallel with Ridgewood Avenue a distance of 846.20 feet to a point in the Southeast line of Second Avenue; thence
- (4) North 42 degrees 45 minutes 00 Seconds East in and along same a distance of 62.50 feet to the point and place of BEGINNING.

Containing an area of 52887.5 square feet.

BEING KNOWN AS Lot 13 in Block 939 as shown on the tax map of Galloway Township.

This description was made in accordance with property survey prepared by Arthur W. Ponzio Company & Associates, Inc., dated January 10, 2009, Project #29498.

FOR INFORMATION ONLY:

Commonly known as: 506 Second Avenue, Galloway, NJ 08205
Block 939, Lot 13, Galloway Township

ATL-L-000157-25 03/09/2026

APPENDIX N

Timber Glen Phase V Planning Board Resolution

The Law Firm of James J. Carroll, III
One North New York Road, Suite 39
Galloway, New Jersey 08205
(609) 404-3440 / Fax: (609) 404-3441
Solicitor for the Hamilton Township Planning Board

Application of

HAMILTON TOWNSHIP
PLANNING BOARD

JSM at Timber Glen, LLC,
Phase V,
Block 1135.01, Lot 10.06

APPLICATION NO. SD 7.02-81

This matter having been heard by the Planning Board of the Township of Hamilton on December 20, 2007, at its regular meeting at the Hamilton Township Hall, and a hearing on the application having been conducted with a quorum present; and

WHEREAS, the Applicant was granted final site plan approval by Resolution of the Board dated December 16, 2004, and

WHEREAS an Application was made by JSM at Timber Glen, LLC, Phase V, whose mailing address is 1260 Stelton Road, Piscataway, NJ 08854, to amend the prior approvals to construct 32 duplex buildings to instead construct 64 townhouse units for the property known as Block 1135.01, Lot 10.06 on the Tax Map of the Township of Hamilton (hereinafter referred to as the "Property"), and

WHEREAS, it appears that the Board has jurisdiction to hear the application and that the application is complete and, except as is otherwise provided in this

Resolution, in conformity with the Hamilton Township Land Use Ordinance and the Municipal Land Use Law; and

WHEREAS, the Applicant was represented by Alfred R. Scerni, Jr., Esquire, and the Board heard testimony from the Applicant's engineer, Steven T. Cattone, P.E., Ronald Aulenbauch, Director of Engineering and Planning for Edgewood Properties, and Timothy Michel, Planning Consultant; and

WHEREAS, the Board has reviewed the prior reports filed by the Board Professionals regarding the earlier application in this matter, each of which is on file with the application and incorporated herein by this reference; and

WHEREAS, the Board heard testimony from the following Board Professionals:

- Robert Watkins of Mott Associates
- Daniel J. DePasquale of Remington & Vernick Engineers,
- Arnold Garonzik of Litwornia Associates
- Joseph Adamson of J. Adamson and Associates

WHEREAS, after hearing the foregoing testimony, representations, and reviewing the evidence submitted, the Board made the following findings:

1. That the property is located in the GA-I, Growth Area - Intensive District, which permits the proposed use.
2. That the application meets the requirements within the applicable zone, except as is otherwise provided in this Resolution.
3. That the following waivers were requested from the development standards:
Housing mix number of free standing signs, sign area and distance from building face to curb

4. That the following members of the public appeared regarding the application:
 - John Percy
 - Harry Rogers
 - Aline Dix
 - Bruce Strigh

BE IT THEREFORE RESOLVED on this 20th day of December, 2007, by the Hamilton Township Planning Board that, pursuant to a Motion made by Mr. Link, seconded by Mr. Dunoff, and approved pursuant to the vote set forth below, the Applicant is granted the approval to amend the prior approval to construct 64 townhouse units instead of 32 duplexes with mix use variance along with allowing two (2) signs and setback requirements subject to the following conditions:

1. Applicant agrees to pay pro rata share contribution for offsite tract improvements, the amount of which is to be determined by the Board's Traffic Engineer, plus any increase per the CPI for the Philadelphia Region for the period from date at the time it is posted; and
2. Subject to receipt of letter from Pinelands Commission that the wetlands buffer reduction of 150 feet is acceptable; and
3. Grant amended site plan approval to permit construction of sixty-four (64) townhouse units instead of sixty-four (64) two units in thirty-two (32) buildings and associated site improvements, with variances granted four housing mix, number of free standing signs, sign area and distance from building face to curb, conditioned upon providing a restriction within the deed prohibiting conversion of garages to living space, to be reviewed and accepted by Board's Solicitor; and

4. Compliance with COAH requirements; and
5. Submitting homeowners documents for review and approval by the Board's Solicitor in the event the units are sold via condominium ownership; and
6. Providing a Performance Guarantee that would guarantee the construction of 4,400 square feet of sidewalk in a yet to be determined location; and
7. Providing a penalty within the homeowner's association documents and/or rental agreement for those who violate the parking requirements; and
8. Providing seven (7) additional parking spaces, designated to Ordinance standards in a location acceptable to the Board's professional consultants; and
9. Conditional upon the property owner and/or condominium association being responsible for maintenance of the storm water management system and roads throughout the project.

VOTING

Mr. Chistman – YES
Mr. Jensen – ABSTAIN
Mr. Link – YES
Mr. Mattia – YES
Mr. Biglin – YES
Mrs. Dumoff - YES

BE IT FURTHER RESOLVED that the Applicant:

1. Shall comply with all representations made during the course of the hearing and in the filed documents.

2. Shall indemnify and hold the Board harmless from any claim of any kind which may be made as a result of any deficiency in the Application.


Michael Biglin, Chairman
Gordon Dahl

I hereby certify the foregoing to be a true copy of a Resolution adopted by the Hamilton Township Planning Board on the 17th day of January, 2008 .


Nancy Rainbow, Secretary

APPENDIX O

Mill Complex Redevelopment Area

ARTICLE III
Mill Complex Redevelopment Area
[Added 9-4-2007 by Ord. No. 1606-2007]

§ 245-35. Introduction; purpose of redevelopment plan.

- A. On December 5, 2005, the Township Committee adopted a resolution designating Block 730, Lots 5.02 and 6 and Block 732, Lot 66, commonly known as the "Wheaton Mill Complex," to be an area in need of redevelopment (redevelopment area) as defined in the Local Redevelopment and Housing Law (N.J.S.A. 40A:12A-1 et seq.).
- B. That same evening, the Township Committee authorized the Land Use Subcommittee and the Director of Community Planning and Economic Development to prepare the redevelopment plan for this area.
- C. The purpose of this plan is to effectuate the redevelopment of this area, which is a key contributing resource to the Mays Landing Historic District, in a comprehensive, coordinated manner so that the area becomes an anchor at the western end of Main Street and is an asset to the Township.

§ 245-36. General description of redevelopment area and surrounding vicinity.

A. Site location.

- (1) As shown in Figure 1, Location of the Mill Complex Redevelopment Area,¹ the site is located on the west side of Mill Street at the intersection with Old Harding Highway in Mays Landing. The Mill Complex Redevelopment Area comprises two irregular-shaped parcels with Parcel 1 situated on the northwest corner of the intersection and bounded by the Great Egg Harbor River (north) and Lake Lenape and an existing residential structure (west). Parcel 2 is situated on the southwest corner of the intersection and is bounded by an existing residential structure (south) and a small parking area associated with a nearby light industrial/warehouse structure.
- (2) The redevelopment area consists of two separate parcels that are identified on the Tax Map of Hamilton Township as Block 730, Lots 5.02 and 6 (Parcel 1) and Block 732, Lot 66 (Parcel 2).
- (3) Parcel 1 is the primary parcel of the Mill Complex. Development on site consists of eight buildings constructed (and expanded) over a fifty-nine-year period from 1866 to 1925. These buildings vary from one to three stories (plus penthouses) in height, excluding the water tower on Building 1. The buildings are generally constructed of wood and/or steel framing with exterior walls that are primarily brick with some sandstone portions. The 1924 building is a concrete frame structure with brick infill and large industrial glazing panels. The total floor area is 205,057± square feet.
- (4) The area of Parcel 1 located immediately adjacent to the intersection is developed as a parking lot (twenty-three-car capacity) that is accessed from Mill Street. A second

1. Editor's Note: Figure 1 is on file in the Township offices.

driveway into the site is located on Old Harding Highway near the western property boundary. This driveway provides access to the interior area of the site as well as a twenty-five-foot-wide access easement to the Lake Lenape dam.

- (5) Parcel 2, along with adjacent Lot 65, formerly served as the off-street parking lot for Mill Complex employees. While the Tax Map indicates that a ten-foot-wide alley separates Lots 66 and 65 there is an absence of curbing or other barrier distinguishing private property from the public right-of-way. There are 63 parking spaces on Parcel 2, which is almost entirely paved. Exceptions to the paving consist of a couple of landscape islands in the parking area and a planted strip along the Mill Street edge of the site. Parking stalls are located immediately adjacent to the Old Harding Highway right-of-way, which is not consistent with the IBP requirement for parking to be set back 10 feet from the property line. In addition to the aforementioned alley, Parcel 2 is accessible from one driveway on Mill Street (near the southern property boundary) and from two driveways on Old Harding Highway.

B. Current zoning of the redevelopment area.

- (1) The entire redevelopment area lies in the IBP, Industrial Business Park Zoning District. In summary, the uses allowed in the IBP District include, but are not limited to administrative offices, warehousing, light manufacturing, wholesale business establishments, hospitals, medical centers, banks, indoor health and exercise facilities, personnel training centers and research and design laboratories. The area and bulk standards for new development require a minimum lot area of one acre with a minimum street frontage of 200 feet. New development is also required to be set back a minimum of 40 feet from any property line. As was noted in the redevelopment investigation, the standards for the IBP are geared toward new development in a light industrial park setting and are not appropriate for a much older, historic industrial property.
- (2) In addition, the subject parcels are also situated within the Mays Landing Historic District, which is listed on the state and federal registers and Pinelands designated. The structures within the redevelopment area are classified as contributing resources to the Historic District.

§ 245-37. Redevelopment goals.

The future redevelopment of the designated area should take into consideration the existing development on site, the surrounding land uses and the overall development goals established by the Township. Accordingly, the redevelopment plan should, to the greatest extent practicable, incorporate the following goals:

- A. To support the Township's ongoing efforts to revitalize the traditional "Main Street" commercial area of Mays Landing through the redevelopment of the site as a mixed-use development incorporating residential, commercial and public uses in addition to appropriate accessory facilities.
- B. To promote the adaptive reuse of the existing historic structures on site, recognizing that the Mill Complex is a significant contributing element of the Mays Landing Historic District.

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- C. To take advantage of the site's visual and physical proximity to the Great Egg Harbor River and Lake Lenape.
- D. To provide appropriately scaled commercial facilities, compatible with existing commercial uses along Main and Mill Streets, to help establish a critical mass of commercial uses and to promote pedestrian activity.
- E. To provide adequate parking to both serve the needs of the uses within the redevelopment area and support other uses along Main and Mill Streets.
- F. To take advantage of the site's unique location on both the New Jersey Coastal Heritage Trail and the Southern Pinelands Natural Heritage Trail by providing appropriate public facilities that support tourism and outdoor recreation activities in the region.
- G. To provide an appropriate number of dwelling units that are affordable to low- and moderate-income households pursuant to the rules adopted by the New Jersey Council on Affordable Housing (COAH) and the Uniform Housing Administrative Code (UHAC).

§ 245-38. Strategic plan.

All redevelopment activities in the designated area shall be carried out in compliance with all applicable federal, state and Township laws and regulations. The redevelopment plan for the Mill Complex Redevelopment Area shall include the following:

A. Planning and implementation.

- (1) Designate the Township Committee as the redevelopment agency for the project area.
- (2) Designate the Planning Board as the review agency for all applications relating to this plan. As part of the review process, the Historic Commission shall provide input and recommendations regarding the exterior treatment of structures on site, as well as architectural elements such as fences, lighting and signage.
- (3) To work cooperatively with the landowners in development of a plan that achieves the redevelopment goals.
- (4) To designate the property owner, Cotton Mill Associates, LLC, as the redeveloper of the subject parcels.
- (5) Enter into agreements with the redeveloper as allowed by law, to effectuate the implementation of this plan.
- (6) Encourage the Planning Board, and the Historic Preservation Commission, to conduct expedited reviews of the redevelopment projects the cost of which are to be borne by the redeveloper.
- (7) Submit applications for grants, low-interest loans and other forms of technical, financial or other assistance to implement the redevelopment plan with public, private and nonprofit entities as needed.

B. Infrastructure.

- (1) Coordinate with local service providers to insure that the project area has adequate utility capacity (including, but not limited to, sanitary sewers, potable water, storm sewers, electric, natural gas, telecommunications and cable service) to meet the service needs of the proposed mixed-use development.
- (2) Encourage the use of alternate energy technologies in the redevelopment area, including, but not limited to, solar, geothermal, hydroelectric, etc.
- (3) Coordinate with the county to ensure that the adjacent streets and traffic control measures are adequate to provide safe access/egress to the redevelopment sites.
- (4) Coordination of sidewalk and streetscape elements in and around the site with the improvements called for in the Main Street/Mill Street Revitalization Plan.
- (5) Encourage the repair and/or replacement of the existing bulkheads along the Great Egg Harbor River edge of the redevelopment area.
- (6) Coordinate with the county and the Township on the installation of a pedestrian bridge over the Lake Lenape dam.
- (7) The removal and cleanup of any hazardous wastes or materials that may be found on site or within the buildings.

§ 245-39. Proposed land uses and building requirements in redevelopment area.

The Mill Complex Redevelopment is somewhat unique in that it focuses on the adaptive reuse of the existing structures rather than demolition and new construction. Accordingly, the redevelopment standards will focus more on the intensity of development on site than typical area and bulk standards associated with new development. The following standards are to supersede the existing zoning of the site.

A. Parcel 1 (BLK 730, Lots 5.02 and 6).

- (1) Permitted uses.
 - (a) Principal uses.
 - [1] Residential dwelling units.
 - [2] The following nonresidential uses permitted in the Village Commercial Zone (§ 203-74B of the Township Code):
 - [a] Studios for artists, craftsmen, photographers, etc. [§ 203-74B(1)].
 - [b] Business offices [§ 203-74B(3)].
 - [c] Specialty retail [§ 203-74B(4)].
 - [d] Professional offices [§ 203-74B(5)], excluding medical offices.
 - [e] Restaurants and cafes [§ 203-74B(9)].
 - [f] Museums [§ 203-74B(14)].

- (b) Accessory uses.
 - [1] Surface and structural parking.
 - [2] Home personal office(s), subject to the provisions of § 203-175.
 - [3] Business center.
 - [4] Health club/gymnasium.
 - [5] All other accessory uses customarily incidental to a permitted use.
- (2) Area and bulk requirements.
 - (a) Minimum parcel area: 4.0 acres.
 - (b) Minimum setbacks.
 - [1] Vertical expansion of existing buildings.
 - [a] The setback of new construction may match that of the existing structure below up to a height of 75 feet above the adjacent grade.
 - [b] Between 75 and 95 feet in height the new construction shall be set back a minimum of five feet from the adjacent property line.
 - [2] Parking.
 - [a] On the ground floor level of existing structures: 0 feet.
 - [b] New parking structures: five feet.
 - [c] Surface parking: five feet.
 - (c) Maximum building height.
 - [1] Existing buildings.
 - [a] Roofline height: 90 feet above the adjacent grade.
 - [b] Parapet height: 95 feet above the adjacent grade.
 - [c] Accessory structural elements and projections (e.g., elevator equipment structures, mechanical equipment, vents, etc.): up to 15 feet over the roofline height provided that:
 - [i] The total area occupied by all accessory structural elements shall not exceed 15% of the building roof area; and
 - [ii] All accessory structural elements shall be set back a minimum of 10 feet from the building edge.
 - [2] New accessory structure(s): Parapet height of 20 feet above the adjacent grade.

- (d) Maximum floor area ratios (FAR).
 - [1] Maximum total FAR: 2.0.
 - [2] Maximum livable FAR: 1.4.
 - (e) Maximum residential density: 40 du/acre.
 - (f) Maximum livable area for permitted principal nonresidential uses: 35,000 square feet.
 - (g) Maximum impermeable site coverage: 90%.
- (3) Parking.
- (a) The parking standards for mid-rise developments established in the Residential Site Improvement Standards [N.J.A.C. 5:21 — 4.14(b)] shall be applicable to the proposed redevelopment.
 - (b) The Township will act on any reasonable request for de minimus exceptions to the RSIS parking standards.
- (4) Affordable housing requirements.
- (a) A minimum of 10% of all residential units shall be set aside for occupancy by low/moderate-income households.
 - (b) The bedroom distribution of units designated for occupancy by low/moderate-income households shall be proportional to that of the market-rate units (e.g., if half of the market units have two bedrooms, then half of the affordable units are to have two bedrooms).
 - (c) The redeveloper may adjust the size (in square feet) of units designated for occupancy by low/moderate-income households to be less than that of market units, provided that the income-restricted units comply with the minimum unit size requirements established in the Uniform Construction Code.
 - (d) The affordable units shall be subject to the provisions of Subsections C(2) through (4), D, and G through S of § 203-187 (Fair housing requirements) of the Township Code.
 - (e) Units that are deed restricted to occupancy by low- and/or moderate-income households shall be excluded from any calculation of dwelling units for the purpose of determining if the proposed development requires the purchase of Pinelands development credits.
- (5) Pinelands development credits. Pinelands development credits shall be acquired and redeemed at a rate of one right (0.25 credit) for every six non-income-restricted housing units (i.e., 16.7% of all market-rate residential units).

B. Parcel 2 (BLK 732, Lot 66).

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- (1) Permitted uses.
 - (a) Principal uses.
 - [1] Off-street parking.
 - [2] Public amenities.
- (2) Area and bulk standards.
 - (a) Minimum lot area: 15,000 square feet.
 - (b) Minimum landscaped perimeter buffers.
 - [1] Mill Street: five feet.
 - [2] Old Harding Highway: five feet.
 - [3] Alley: zero feet.
 - [4] Lot 67: five feet.
 - (c) Maximum impermeable coverage: 90%.

C. Other standards. With the exception of the development standards set forth in Subsections A and B (above), the standards of the Township Development Ordinance (Chapter 203 of the Township Code) shall be applicable to development in the redevelopment area.

§ 245-40. Conceptual redevelopment plan.

Attached to this article are concept plans depicting how development of the subject parcels may appear upon completion of the redevelopment project.² It must be stressed that these plans are conceptual only. The completed development may be different based on review comments received from the Planning Board, Historic Preservation Commission and Pinelands Commission.

§ 245-41. Provisions for relocation of residents and businesses in the redevelopment area.

This is not applicable. There are no residents or existing businesses located within the redevelopment area.

§ 245-42. Identification of any property that may be acquired in accordance with redevelopment plan. [Amended 12-21-2020 by Ord. No. 1940-2020]

The acquisition of Block 730, Lots 5.02 and 6, and Block 732, Lot 66, may be necessary to effectuate this plan and is hereby authorized.

§ 245-43. Relationship to other plans.

A. State Development and Redevelopment Plan/New Jersey Pinelands Comprehensive Management Plan (SDRP/CMP).

2. Editor's Note: The conceptual plans are on file in the Township offices.

- (1) The Mill Complex Redevelopment Area is consistent with the policies and objectives of both the State Development and Redevelopment Plan and the New Jersey Pinelands Comprehensive Management Plan. The area is located within a Pinelands Regional Growth Area in the community of Mays Landing. Under a June 1999 MOA between the Pinelands Commission and the State Planning Commission, Pinelands Regional Growth Areas are considered the equivalent of Suburban Planning Areas (PA2) in the State Development and Redevelopment Plan.
- (2) The plan is consistent with the goals and objective of the Pinelands Regional Growth Area [N.J.A.C. 7:50-5.13(g)], which identifies these areas as being capable of accommodating regional growth influences while protecting the essential character and environment of the Pinelands. The plan is also consistent with the purposes of the Pinelands Management Program for Historic, Archaeological and Cultural Preservation (N.J.A.C. 7:50-6.151 et seq) which include the protection and use of areas of special historic interest that represent elements of the region's economic and architectural history; the stabilization and improvement of property values in these areas; the prevention of neglect and vandalism of historic sites and fostering pride in the beauty and noble accomplishments of the past.
- (3) In addition to the consistency with the Pinelands CMP, the redevelopment plan is consistent with the recommendation from the Livable Communities Action Plan for the Regional Growth Area of Hamilton Township (2004), which was prepared on the Township's behalf by the Pinelands Commission under its Pinelands Excellence Program. The purpose of the Livable Communities Plan was to help the community develop a strategic vision of its future and prepare proposals for zoning, subdivision, site planning and infrastructure improvements to achieve that vision. The following is the text of the Livable Communities Plan recommendation for the redevelopment area:

Redevelop Wheaton Building

The Hamilton Township Master Plan Reexamination Report (1999) already details the redevelopment potential of this historic waterfront resource for the following uses: environmental/historic museum, arts and craft vendors, antique market, artist studio/lofts, restaurant, and offices. Since the historic cotton mill's water dam once provided electric power for Mays Landing, there may be the potential to reharass this power as a redevelopment funding source. Given its enormous potential to become an anchor for Main Street and to create a ripple effect of complementary businesses, a concerted effort is needed to promote the complex's redevelopment.

The size of the property, the age of the structures and market forces make it unlikely that redevelopment will simply occur on its own. The Township should consider forming a task force of local representatives (e.g., the Historic Commission), the county, the state (e.g., the Department of Community Affairs), and non-profits (e.g., Great Egg Harbor Watershed Association) to actively explore appropriate, realistic uses.

- (4) The redevelopment plan is also consistent with several of the policy objectives for the

PA2 established in the SDRP, including the policies relating to land use, housing, economic development, recreation, redevelopment and historic preservation.

B. Atlantic County Master Plan. The redevelopment plan is consistent with numerous policies of the Atlantic County Master Plan (October 2000), including:

(1) Land use goals.

- (a) Promote quality growth and development in areas where capital facilities are available.
- (b) To discourage growth in areas that would require unplanned extension of capital facilities.
- (c) Promote lands for a diversity of economic development opportunities within the communities of Atlantic County.

(2) Natural resources goals.

- (a) Protect and preserve the significant natural resource assets of the county.

(3) Historic preservation.

- (a) Preserve the county's heritage by preserving the historic sites in the county.

C. Master plans of surrounding municipalities.

- (1) All of the municipalities adjacent to Hamilton are within the Pinelands Protection Area. The master plans and land use ordinances of these municipalities have been certified by the Pinelands Commission as being compliant with the provisions of the CMP. Therefore it can also be inferred that the redevelopment plan is consistent with the master plans of the adjacent municipalities. NOTE: The adjacent municipalities are Buena Vista Township, Egg Harbor Township, Folsom Boro, Galloway Township, Hammonton and Weymouth Township.
- (2) It should be noted that Weymouth Township is the closest municipality, approximately 0.6 mile from the redevelopment area.

§ 245-44. Relationship to Township Master Plan and Development Ordinance.

A. Master Plan. As shown in the text box below, the redevelopment plan is also consistent with the recommended changes discussed in Part IV of Master Plan Reexamination Report that was adopted by the Planning Board in 2006.

Wheaton's Facility – Old and New

In order to have true success of the Main/Mill Street "village commercial" corridor discussed above, the Township must include an adaptive reuse or redevelopment plan for these facilities. The Wheaton's facilities are located just outside the Main and Mill Street corridor, thus any reuse or redevelopment would contribute to the success of the historic district.

Having this area be redeveloped into a residential and commercial integrated zone would benefit this area greatly by encouraging small businesses to incorporate residential uses above the commercial use. It would provide for a more village-like atmosphere which the Township would like to support in this area.

- B. Development (Zoning) Ordinance. The uses and development regulations set forth in this plan shall supersede the existing IBP zoning of the subject parcels, except as expressly set forth in the redevelopment plan. The redevelopment plan also amends the Zoning Map of the Township to designate Block 730, Lots 5.02 and 6, and Block 732, Lot 66 as a new district designated the "Mill Complex Redevelopment Area."

§ 245-45. Authority and interpretation.

- A. Pursuant to N.J.S.A. 40A:12A-13, the Planning Board shall have the sole authority to determine conformance of the redeveloper's concept and design with this redevelopment plan.
- B. Subject to the provisions of this redevelopment plan herein, the Planning Board shall have sole authority for the interpretation or clarification of any provision of this redevelopment plan.

§ 245-46. General construction and application of plan provisions.

All provisions of this redevelopment plan, including all building controls, regulations and/or restrictions imposed, shall be applicable to all real property and improvements within the redevelopment area.

§ 245-47. Duration of provisions; certificate of completion and compliance.

- A. This redevelopment plan, as it may be amended from time to time, shall be in effect until the goals of the redevelopment plan are satisfied and the redevelopment area is fully redeveloped to the maximum extent permitted under the redevelopment plan.
- B. Upon completion of construction and the issuance by the Township of all permanent certificate(s) of occupancy for individual portions or all of the redevelopment project, and at the request of the redeveloper, the Township shall issue to the redeveloper a certificate of completion and compliance for the entire redevelopment project or such portions thereof as the redeveloper shall have completed, certifying that the redevelopment project or the specific portions thereof were completed in accordance with this redevelopment plan and further certifying that the applicable provisions of the redevelopment agreement, if applicable, indicating provisions related to N.J.S.A. 40A:12A-9a., have been satisfied.

§ 245-48. Amendment of redevelopment plan.

- A. This redevelopment plan may be amended from time to time upon compliance with all applicable laws and statutes and upon approval of the governing body. In addition to any other requirements, including but not limited to those imposed by N.J.S.A. 40A:12A-13, mutual agreement between the Township and the redeveloper is required where a redevelopment agreement is in place and where an amendment would change the controls

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governing the use of land under such redevelopment agreement.

- B. The area and bulk standards of this redevelopment plan may be modified or changed at any time by the Planning Board. However, any modification or change of more than 20% of the applicable standard shall necessitate a formal amendment to this redevelopment plan in accordance with law.
- C. Modifications or changes in the permitted uses or area and bulk standards, which are inconsistent with the intent of this redevelopment plan, shall not be approved in the absence of a formal amendment to this redevelopment plan.

§ 245-49. Inconsistency repealer.

Because this article provides specialized regulations for housing types, land uses, subdivision improvements, street standards, site planning, and building design within the Mixed Use Zone District, the standards and requirements of this article supersede and replace all conflicting provisions in the Hamilton Township Developmental Ordinance and Zoning Ordinance. All ordinances of the Township of Hamilton that are inconsistent with the provisions of this article are superceded by the provisions of this article.

§ 245-50. Savings provision.

If any section, subsection, sentence, clause or phase of this article is for any reason held to be unconstitutional or invalid, such decision shall not affect the remaining portions of this article.

§ 245-51. When effective.

This article shall take effect upon final passage, approval, filing with the Atlantic County Planning Board, approval by the Pinelands Commission, and publication as required by law.

TOWNSHIP OF HAMILTON**RESOLUTION #2021-0403****RESOLUTION OF THE TOWNSHIP OF HAMILTON, ATLANTIC COUNTY APPOINTING
CONDITIONAL REDEVELOPER AND AUTHORIZING EXECUTION OF A MEMORANDUM
OF UNDERSTANDING**

WHEREAS, the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1, et seq., as amended and supplemented (the “Redevelopment Law”), provides a process for municipalities to participate in the redevelopment and improvement of areas in need of rehabilitation or redevelopment; and

WHEREAS, by way of Resolution adopted on December 5, 2005, the Mayor and Committee of the Township of Hamilton (the “Township Committee”) designated Block 730, Lots 5.02 and 6 and Block 732, Lot 66, commonly known as the "Wheaton Mill Complex," (“Mill Complex Redevelopment Area” or the “Property”) within the as an “Area in Need of Redevelopment” pursuant to N.J.S.A. 40A:12A-1 et seq.; and

WHEREAS, by way of Ordinance 1606-2007, the Township adopted a redevelopment plan for the Mill Complex Redevelopment Area, codified within the Township Code as Chapter 245, Article III: Mill Complex Redevelopment Area, Section 245-35 through 51, (the “Redevelopment Plan”) which provides a broad overview for the planning, development, redevelopment, and rehabilitation of the Mill Complex Redevelopment Area for purposes of improving conditions within the Township; and

WHEREAS, thereafter, by way of Ordinance 1940-2020, the Township adopted an amendment to the redevelopment plan for the Mill Complex Redevelopment Area, via an amendment to the Township Code, Chapter 245, Article III: Mill Complex Redevelopment Area, Section 245-35 through 51, (the “Amended Redevelopment Plan”) to permit the acquisition of Block 730, Lots 5.02 & 6 and Block 732, Lot 66 if necessary to effectuate the Redevelopment of the Mill Complex Redevelopment Area; and

WHEREAS, the Township has been in discussion with Cotton Mill Associates, LLC, “Conditional Redeveloper,” regarding the redevelopment of the Mill Complex Redevelopment Area; and

WHEREAS, Conditional Redeveloper has proposed to redevelop the Property with residential housing units, associated amenities and open space (the “Project”) and has presented its redevelopment concepts to the Township, and the Township and Conditional Redeveloper desire that the Property be redeveloped in accordance with the Redevelopment Plan and any amendments thereto; and

WHEREAS, N.J.S.A. 40A:12A-1, et seq., as amended and supplemented, provides for a process for redevelopment entities to enter agreements with redevelopers to carry out and effectuate the terms of a redevelopment plan; and

WHEREAS, in order to stimulate and encourage economic development of the Township, the Township and Conditional Redeveloper intend to enter into a Redevelopment Agreement for the Property; and

WHEREAS, in such event, the Township desires to designate Cotton Mill Associates, LLC as Conditional Redeveloper in order to negotiate with Conditional Redeveloper for a period of one hundred and eighty (180) days in an effort to agree upon a Redevelopment Agreement for the rehabilitation and redevelopment of the Property; and

WHEREAS, the Township and Conditional Redeveloper desire to memorialize, in writing their agreement under a non-binding Memorandum of Understanding that evidences the Parties’ statement of intent.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Committee of the Township of Hamilton, County of Atlantic, State of New Jersey as follows:

1. The aforementioned recitals are incorporated herein as though fully set forth at length.
2. That Cotton Mill Associates, LLC is hereby designated as “Conditional Redeveloper” for the Property and the Mayor and Township Clerk are hereby authorized to execute a Memorandum of Understanding between the Township and Conditional Redeveloper evidencing the parties’ agreement to conduct exclusive negotiations toward the formulation of a Redevelopment Agreement for the rehabilitation and redevelopment of the Property.
3. This Resolution shall take effect immediately.

Committee Member	Motion	Yes	No	Abstain	Absent
CHEEK	1	x			
GUISHARD		x			
LINK	2	x			
PITALE		x			
MAYOR CAIN		x			

Certified to be a true copy of a resolution which was adopted by the Township Committee of the Township of Hamilton, County of Atlantic on the 6th day of December, 2021.

Rita Martino, RMC, CMR
Township Clerk

TOWNSHIP OF HAMILTON

RESOLUTION #2024-0233

**RESOLUTION TO APPOINT WILLIAM JOHNSON AS
MUNICIPAL HOUSING LIAISON
OF THE TOWNSHIP OF HAMILTON**

BE IT RESOLVED by the Township Committee of the Township of Hamilton, County of Atlantic, State of New Jersey, that William Johnson be and is hereby appointed the Regular Dual Position Municipal Housing Liaison effective June 17, 2024 pursuant to the provisions of the Chapter 60, Article XXV of the Township Code.

BE IT FURTHER RESOLVED by the Township Committee of the Township of Hamilton, that William Johnson be and is hereby appointed Municipal Housing Liaison effective June 17, 2024 at \$12,000 per year funded by the Housing Trust.

COMMITTEE MEMBER	MOTION	YES	NO	ABSTAIN	ABSENT
CHEEK	2	x			
LAWS					x
PITALE		x			
WITHERSPOON	1	x			
MAYOR SCHENKER		x			

Certified to be a true copy of a resolution which was adopted by the Township Committee of the Township of Hamilton, County of Atlantic on the 17th day of June, 2024.

Rita Martino, RMC, CMR
Township Clerk

Exhibit B

TOWNSHIP OF HAMILTON

RESOLUTION #2025-0215

RESOLUTION OF THE TOWNSHIP COMMITTEE OF THE TOWNSHIP OF HAMILTON APPROVING A FOURTH ROUND AFFORDABLE HOUSING TRUST FUND SPENDING PLAN AND REQUESTING PROGRAM AND COURT APPROVAL OF THE SPENDING PLAN

WHEREAS, the Township of Hamilton (hereinafter “Township” or “Hamilton”) has an approved Development Fee Ordinance that was adopted on December 15, 2008, which established standards for the collection, maintenance, and expenditure of development fees; and

WHEREAS, the Township’s previous Affordable Housing Trust Fund Spending Plan was approved by the Court on April 17, 2017; and

WHEREAS, on March 20, 2024, Governor Murphy signed into law P.L. 2024, c.2, which amended the 1985 New Jersey Fair Housing Act (hereinafter the “Amended FHA”) which governs how municipalities will comply with their affordable housing obligations for the Fourth Round (2025-2035); and

WHEREAS, the Administrative Office of the Courts issued Directive #14-24 (“AOC Directive #14-24), governing how municipalities file their compliance documents with the Affordable Housing Dispute Resolution Program (“the Program”); and

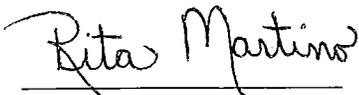
WHEREAS, the Township has prepared a Fourth Round Spending Plan consistent with the Amended FHA, AOC Directive #14-24, and applicable regulations, which projects anticipated revenues to the Township’s Affordable Housing Trust Fund and describes the anticipated expenditures of funds.

NOW, THEREFORE, BE IT RESOLVED by the Committee of the Township of Hamilton, County of Atlantic, State of New Jersey, as follows:

1. The Township Committee of the Township of Hamilton hereby approves the Fourth Round Spending Plan that is attached hereto as Exhibit A, and requests that the Program and the Court review and approve the Township’s Fourth Round Spending Plan.
2. This Resolution shall take effect immediately upon adoption, according to law.

COMMITTEE MEMBER	MOTION	YES	NO	ABSTAIN	ABSENT
CHEEK	2	x			
NELSON		x			
PITALE		x			
WITHERSPOON	1	x			
MAYOR SCHENKER		x			

Certified to be a true copy of a resolution which was adopted by the Township Committee of the Township of Hamilton, County of Atlantic on the 16th day of June, 2025.



Rita Martino, RMC, CMR
Township Clerk

TOWNSHIP OF HAMILTON
ATLANTIC COUNTY, NEW JERSEY



Spending Plan

June 2025

Prepared By:

Polistina & Associates
6684 Washington Avenue
Egg Harbor Township, New Jersey 08234
Phone: (609) 646-2950
Fax: (609) 646-2949

Jennifer L. Heller, PP, AICP
Township Planner
New Jersey License No. 6486

TOWNSHIP OF HAMILTON

MAYOR

Art Schenker

TOWNSHIP COMMITTEE

Carl Pitale, Deputy Mayor

Richard Cheek

Dr. Thelma Witherspoon

Dr. Warren Gerald Nelson

Brett Noll, Township Administrator

Ken Warren, Esq., Township Solicitor

Erik Nolan, Esq., Township Special Affordable Housing Counsel

Robert Goodman, Director of Community Development

William Johnson, Municipal Housing Liaison

TOWNSHIP OF HAMILTON

AFFORDABLE HOUSING TRUST FUND SPENDING PLAN

INTRODUCTION

The Township of Hamilton (hereinafter the “Township”), Atlantic County, has prepared a Housing Element and Fair Share Plan that addresses its regional fair share of the affordable housing need in accordance with the Municipal Land Use Law (N.J.S.A. 40:55D-1 et seq.), the Amended Fair Housing Act (FHA-2) (N.J.S.A. 52:27D-301) and the proposed new Fair Housing Act Rules promulgated by the New Jersey Department of Community Affairs (DCA) (N.J.A.C. 5:99). A Development Fee Ordinance creating a dedicated revenue source for affordable housing was approved by the Superior Court, and adopted by the Township of Hamilton on December 15, 2008. The ordinance established the Township of Hamilton Affordable Housing Trust Fund for which this Spending Plan has been prepared. This Spending Plan has been prepared in accordance with the amended Fair Housing Act.

As of April 30, 2025, the Township of Hamilton has a balance of \$1,144,809.46. All development fees, payments in lieu of constructing affordable units on site, funds from the sale of units with extinguished controls, and interest generated by the fees are deposited in a separate interest-bearing affordable housing trust fund in Ocean First Bank 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.

1. REVENUES FOR CERTIFICATION PERIOD

To calculate a projection of revenue anticipated during the period of certification, the Township of Hamilton considered the following:

(a) Development fees:

1. Residential and nonresidential projects which have had development fees imposed upon them at the time of preliminary or final development approvals;
2. Projects which have been approved by the Planning and Zoning Boards and have received all land use approvals and are currently under construction;
3. All projects currently before the planning and zoning boards for development approvals that may apply for building permits and certificates of occupancy; and
4. Future development that is likely to occur based on discussions with developers, historical rates of development and / or projected development in accordance with the Amended FHA projections.

(b) Payment in lieu (PIL):

No payment in lieu (PIL) funds have been collected. Currently, there are also no actual or committed payments in lieu (PIL) of construction from developers.

(c) Other funding sources:

Funds from other sources, including, but not limited to, the sale of units with extinguished controls, repayment of affordable housing program loans, rental income, proceeds from the sale of affordable units. No other funds have been or are anticipated to be collected.

(d) Projected interest:

Interest on the projected revenue in the Township’s Affordable Housing Trust Fund based upon the average amount earned in prior years.

2. REVENUE PROJECTION

SOURCE OF FUNDS	Projected Revenues - Housing Trust Fund - 2025 Through 2035					
	5/1/25 Through 12/31/25	2026	2027	2028	2029	2030
(a) Development fees:						
1. Approved Development	\$50,000	\$50,000				
2. Development Pending Approval	\$50,000	\$50,000				
3. Projected Development	\$50,000	\$50,000	\$100,000	\$100,000	\$100,000	\$100,000
(b) Payments in Lieu of Construction						
(c) Other Funds (Specify source(s))						
(d) Interest	\$5,000	\$8,000	\$8,000	\$8,000	\$8,000	\$8,000
Total	\$155,000	\$158,000	\$108,000	\$108,000	\$108,000	\$108,000

SOURCE OF FUNDS	Projected Revenues – Affordable Housing Trust Fund 2025 Through 2035				
	2031	2032	2033	2034	2035
(a) Development fees:					
1. Approved Development					
2. Development Pending Approval					
3. Projected Development	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000
(b) Payments in Lieu of Construction					
(c) Other Funds (Specify source(s))					
(d) Interest	\$8,000	\$8,000	\$8,000	\$8,000	\$8,000
Total	\$108,000	\$108,000	\$108,000	\$108,000	\$108,000

The Township of Hamilton projects a total of \$1,285,000.00 in revenue to be collected between May 1, 2025 and December 31, 2035. All interest earned on the account shall accrue to the account to be used for the purposes of affordable housing.

The Township, as of April 30, 2025, had in the Affordable Housing Trust Fund an amount of \$1,144,809.46. When added to the potential development fee collection amount of \$1,285,000.00, (including interest), a potential total development fee and interest revenue of \$2,429,809.46 results.

3. ADMINISTRATIVE MECHANISM TO COLLECT AND DISTRIBUTE FUNDS

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

- (a) Collection of development fee revenues:
- (a) Collection of development fee revenues shall be consistent with the Township of Hamilton's Development Fee Ordinance for both residential and non-residential developments in accordance with the Municipal Land Use Law (N.J.S.A. 40:55D-1 et seq.), the Amended Fair Housing Act (FHA-2) (N.J.S.A. 52:27D-301) and the proposed new Fair Housing Act Rules promulgated by the New Jersey Department of Community Affairs (DCA) (N.J.A.C. 5:99).

Pursuant to a development approval by the board having jurisdiction, the land use administrator will notify the construction official of the approval. At the time of construction permit application, the construction official will notify the tax assessor and request an initial calculation of the equalized assessed value (EAV) of the proposed development and the resulting fee to be posted. One-half of the fee will be due at the time of issuance of the first building permit. For non-residential development only, the developer will provide a copy of Form N - RDF "State of New Jersey Non-Residential

Development Certification/Exemption.” The tax assessor will use this form to verify exemptions and to prepare estimated and final assessments.

At the time of request for the final inspection, the construction official will notify the tax assessor and request confirmation of, or modification of, the initial (EAV) as the case may be. The final (EAV) will be provided to the developer of the request for final inspection. Payment of the fee will then become a condition of issuance of the certificate of occupancy.

(b) Distribution of development fee revenues:

Distribution of development fees revenues shall be determined by the Township Administrator in accordance with the Township’s 2025 Fourth Round Housing Element and Fair Share Plan.

4. DESCRIPTION OF ANTICIPATED USE OF AFFORDABLE HOUSING FUNDS

(a) Rehabilitation programs and projects (N.J.A.C. 5:93-5.2)

To address the Township’s Present Need obligation of 13, the Township will continue its participation in the County-wide ACIA housing rehabilitation program and will also dedicate \$150,000 for use by the ACIA to rehabilitate units in the Township.

The Township of Hamilton will dedicate \$150,000.00 to the Atlantic County Improvement Authority Rehabilitation Program and/or any Township run rehabilitation programs. See detailed descriptions in Township’s 2025 Housing Element and Fair Share Plan.

(b) Inclusionary Development Infrastructure Upgrades

The Township of Hamilton will dedicate \$500,000.00 for various water and sewer infrastructure upgrades which are anticipated in conjunction with the inclusionary development in the PVD zone or the proposed AHO Overlay zone.

(c) Affordability Assistance (N.J.A.C. 5:99-2.5)

Pursuant to N.J.A.C. 5:99-2.5, the Township is required to set aside a portion of all development fees collected and interest earned for the purpose of providing affordability assistance to low- and moderate-income households in affordable units included in the Township’s fair share plan. Affordability assistance means the use of funds to render housing units more affordable to low- and moderate-income households and includes, but is not limited to, down payment assistance, security deposit assistance, low interest loans, rental assistance, assistance with homeowner’s association or condominium fees and special assessments, common maintenance expenses, and assistance with emergency repairs and rehabilitation to bring deed-restricted units up to code, pursuant to N.J.A.C. 5:99-2.5. This may also include offering a subsidy to developers of inclusionary or 100% affordable housing developments or buying down the cost of low- or moderate-income units in the Township’s fair share plan to make them affordable to very low-income households, including special needs and supportive housing opportunities.

Projected minimum affordability assistance requirement:

Actual development fees through 4/30/2025		\$1,459,106.46
Actual interest earned through 4/30/2025	+	\$73,367.28
Development fees projected 2025-2035	+	\$1,200,000.00
Interest projected 2025-2035	+	\$85,000.00
Less housing activity expenditures through 6/2/2008	-	\$84,000.00
Total	=	\$2,733,473.74
Calculate 30 percent	x .30 =	\$820,042.12
Less Affordability assistance expenditures through 4/30/25	-	\$0.00
PROJECTED MINIMUM Affordability Assistance Requirement 1/1/2025 through 12/31/2035	=	\$820,042.12
PROJECTED MINIMUM Very Low-Income Affordability Assistance Requirement 1/1/2025 through 12/31/2035	÷ 3 =	\$273,347.37

The Township of Hamilton will dedicate \$820,042.12 from the affordable housing trust fund to render units more affordable, including \$273,347.37 to render units more affordable to households earning 30 percent or less of median income by region, as follows:

Providing for the conversion of low- and moderate-income units to very-low-income units, down payment assistance, emergency repair assistance, emergency/hardship mortgage payment assistance and rental assistance. The Township will continue to provide security deposit assistance and rental assistance programs to provide assistance to moderate-, low- and very-low-income residents.

As per N.J.A.C. 5:99-2.5, the Township reserves the right to utilize a portion of its Affordability Assistance funding for other affordable housing purposes. Such expenditures will not include Administrative Expenses.

(d) Administrative Expenses (N.J.A.C. 5:99-2.4(a))

Per N.J.A.C. 5:99-2.4(a), no more than 20 percent of all affordable housing trust funds, exclusive of those collected prior to July 17, 2008, to fund an RCA, shall be expended on administration.

The Township of Hamilton projects that \$363,475.40 will be available from the affordable housing trust fund to be used for administrative purposes.

Actual dev fees and interest thru 4/30/2025		\$1,532,473.74
Projected dev fees and interest 2025 thru 2035	+	\$1,285,000.00
Total	=	\$2,817,473.74
Calculate 20 percent	x .20 =	\$563,494.75
Less admin expenditures thru 4/30/2025	-	\$200,019.35
PROJECTED MAXIMUM available for administrative expenses 5/1/2025 thru 12/31/2035	=	\$363,475.40

The Township of Hamilton projects that \$363,475.40 will 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:

- 1) Consulting and legal fees for the preparation of housing element/fair share plans and other supporting documents,
- 2) Fees for other consulting activities as may be found necessary as the Township implements its Housing Element and Fair Share Plan, and
- 3) Fees for the administration of affordability assistance programs by qualified entities retained by the Township of Hamilton.

Total Administrative Expenses Expenditure: \$363,475.40

(e) Housing Activity

If the developer of an inclusionary development in the PVD zone opts to pay recreation impact fees in lieu of the construction of on-site recreation amenities, these funds will be used to pay \$1,500/unit of the recreation impact fee due on the affordable units constructed in the development.

In the event that the developer of an inclusionary development in a PVD zone opts to meet their recreation obligation on site, the funds may be used to pay the sewer connection fees and the public water connection fees due on the affordable units constructed in the development.

The funds may also be used towards roadway and intersection improvements to facilitate the development of affordable housing units.

(f) Emerging Compliance Mechanisms (N.J.A.C. 5:99-4.1)

In the event that the Township has additional funds remaining in the Trust Fund after expending the funds identified in the Expenditure Schedule set forth below, the Township may dedicate remaining available funds towards emerging compliance mechanisms that have yet to be identified. This may include providing funding assistance to a new 100%

affordable project, market to affordable programs, or any other use authorized in N.J.A.C. 5:99-2.3 for a project that will provide at least a 20% affordable housing set-aside.

The Township will identify and prioritize these projects/programs in the future and as funding becomes available through collection of development fees, and such projects will be proactively pursued as funding becomes available. Court approval of this Spending Plan shall constitute the required approval for such expenditure.

Regarding the Township’s dedication of trust fund monies to future emerging affordable housing opportunities, to ensure that these funds are committed in a timely manner, the Township will provide an annual update on the allocation of these funds and commit to expending these funds pursuant to N.J.S.A. 52:27D-329.2 and -329.3. The four-year deadline to commit and expend collected fees for emerging compliance mechanisms shall commence upon the entry of a Final Round 4 Judgment of Compliance and Repose from a Court or a Compliance Certification from the Program and the Court.

5. EXPENDITURE SCHEDULE

The Township of Hamilton intends to use Affordable Housing Trust Fund revenues for the creation and / or rehabilitation of housing units. Where applicable, the creation / rehabilitation funding schedule below parallels the implementation schedule set forth in the Township’s Housing 2025 Element and Fair Share Plan and is summarized as follows.

PROJECTS/PROGRAMS	Number of Units Projected	PROJECTED EXPENDITURE SCHEDULE 2025-2035
		<u>TOTAL</u>
Rehabilitation	13	\$150,000.00
Affordability Assistance		\$1,116,334.06
Infrastructure Upgrades		\$500,000.00
Housing Activity		\$300,000.00
Total		\$2,066,334.06

6. EXCESS OR SHORTFALL OF FUNDS

In the event that a shortfall of anticipated revenues occurs, the Township of Hamilton will address the shortfall through bonding, which is highly unlikely to occur given the amount of money already in the Affordable Housing Trust Fund.

In the event of excess funds, any remaining funds above the amount necessary to satisfy the municipal affordable housing obligation will be used to fund additional affordable housing programs in the Township.

7. BARRIER FREE ESCROW

Collection and distribution of barrier free funds shall be consistent with the Township of Hamilton's Affordable Housing Ordinance in accordance with applicable regulations.

Summary

The Township of Hamilton intends to spend affordable housing trust fund revenues pursuant to N.J.A.C. 5:99 and consistent with the housing programs outlined in the Township’s 2025 Fourth Round Housing Element and Fair Share Plan.

The Township of Hamilton has a balance of \$1,144,809.46 as of April 30, 2025 and anticipates an additional \$1,285,000.00 in revenues before the end of the Fourth Round for a total of \$2,429,809.46. The municipality will dedicate \$150,000.00 towards rehabilitations, \$500,000.00 for infrastructure upgrades expected with inclusionary development, \$1,116,334.06 for affordability assistance, \$300,000.00 for housing activity and \$363,475.40 to cover administrative costs. Any shortfall of funds will be offset by bonding. The municipality will dedicate any excess funds toward additional affordable housing programs in the Township.

SPENDING PLAN SUMMARY	
Balance as of April 30, 2025	+ \$ 1,144,809.46
PROJECTED REVENUE by 12/31/2035	
Development fees	+ \$ 1,200,000.00
Payments in lieu of construction	+ \$ 0.00
Other funds	+ \$ 0.00
Interest	+ \$ 85,000.00
TOTAL REVENUE	= \$ 2,429,809.46
EXPENDITURES	
Rehabilitation Program	- \$ 150,000.00
Affordability Assistance	- \$ 1,116,334.06
Infrastructure Upgrades	- \$ 500,000.00
Housing Activity	- \$ 300,000.00
Administrative Expenses	- \$ 363,475.40
TOTAL PROJECTED EXPENDITURES	= \$ 2,429,809.46
REMAINING BALANCE	= \$ 0.00

Exhibit C

TOWNSHIP OF HAMILTON

ORDINANCE #2128-2026---

**AN ORDINANCE OF THE TOWNSHIP OF HAMILTON REPEALING AND
REPLACING CHAPTER 203-187 ARTICLE XV OF THE LAND DEVELOPMENT
ORDINANCE ENTITLED "AFFORDABLE HOUSING"**

WHEREAS, Chapter 203-187, Article XV (Affordable Housing) of the Land Development Ordinance of the Township of Hamilton has to be repealed and replaced in its entirety to comply with the Fair Housing Act, N.J.S.A. 52:27D-301, et. seq. ("FHA"), as was amended in 2024, the newly adopted Uniform Housing Affordability Controls ("UHAC") regulations, N.J.A.C. 5:80-26.1 et seq., and newly adopted N.J.A.C. 5:99-1 et seq; and

WHEREAS, this Ordinance establishes Township wide regulations and standards to govern the development of very low, low and moderate-income affordable units for multifamily for-sale and rental residential developments that may be approved by the Township or the Township Planning Board, and is designed to regulate these very low, low- and moderate-income units in a manner consistent with the FHA, UHAC, N.J.A.C. 5:99-1 et seq., and applicable New Jersey Council on Affordable Housing (COAH) regulations; and

BE IT ORDAINED by the Mayor and Council of the Township of Hamilton, in the County of Atlantic and State of New Jersey that Chapter 203-187, Article XV (Affordable Housing) of the Land Development Ordinance of the General Ordinances of the Township of Hamilton is hereby repealed and replaced as follows:

Section 1. Chapter 203-187, Article XV Affordable Housing, of the Land Development Ordinance of the Township of Hamilton, shall be repealed and replaced as follows:

§203-187A. Introduction & Applicability.

1. This section of the Code sets forth regulations regarding the very low-, low- and moderate-income housing units in Township of Hamilton consistent with the provisions outlined in P.L. 2024, Chapter 2, including the amended Fair Housing Act ("FHA") at N.J.S.A. 52:27D-301 et seq., as well as the Department of Community Affairs, Division of Local Planning Services ("LPS") at N.J.A.C. 5:99 et seq., statutorily upheld existing regulations of the now-defunct Council on Affordable Housing ("COAH") at N.J.A.C. 5:93 and 5:97, the Uniform Housing Affordability Controls ("UHAC") at N.J.A.C. 5:80-26.1 et seq., and as reflected in the adopted municipal Fourth Round Housing Element and Fair Share Plan ("HEFSP").
2. This Ordinance is intended to ensure that very low-, low- and moderate-income units ("affordable units") are created with controls on affordability over time and that very low-, low- and moderate-income households shall occupy these units pursuant to statutory requirements. This Ordinance shall apply to all inclusionary developments, individual affordable units, and 100% affordable housing developments except where inconsistent with applicable law. Low-Income Housing Tax Credit financed developments shall adhere to the provisions set forth below in item 5.c. below.
3. The Township of Hamilton Planning Board has adopted a HEFSP pursuant to the Municipal Land Use Law at N.J.S.A. 40:55D-1, et seq. The Fair Share Plan describes the ways the municipality shall address its fair share of very low-, low- and moderate-income housing as approved by the Superior Court and documented in the Housing Element.
4. This Ordinance implements and incorporates the relevant provisions of the HEFSP and addresses the requirements of P.L. 2024, Chapter 2, the FHA, N.J.A.C. 5:99, NJ Supreme Court upheld COAH regulations at N.J.A.C. 5:93 and 5:97, and UHAC at N.J.A.C. 5:80-26.1, as may be amended and supplemented.
5. Applicability
 - a. 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 pursuant to the municipality's most recently adopted HEFSP, excluding those

affordable housing units that were subject to a written agreement, rezoning or approval prior to the end of the Third Round on June 30, 2025.

- b. This Ordinance shall also apply to any unanticipated future developments that will provide very low-, low- and moderate-income housing units.
- c. Projects receiving federal Low Income Housing Tax Credit financing and are proposed for credit shall comply with the low/moderate split and bedroom distribution requirements, maximum initial rents and sales prices requirements, affirmative fair marketing requirements of UHAC at N.J.A.C. 5:80-26.16 and the length of the affordability controls applicable to such projects shall be not less than a 30-year compliance period plus a 15-year extended-use period, for a total of not less than 45 years.

§203-187B. Definitions.

As used herein the following terms shall have the following meanings:

“Accessory apartments” means a residential dwelling unit that provides complete independent living facilities with a private entrance for one or more persons, consisting of provisions for living, sleeping, eating, sanitation, and cooking, including a stove and refrigerator, and is located within a proposed preexisting primary dwelling, within an existing or proposed structure that is an accessory to a dwelling on the same lot, constructed in whole or part as an extension to a proposed or existing primary dwelling, or constructed as a separate detached structure on the same lot as the existing or proposed primary dwelling. Accessory apartments are also referred to as “accessory dwelling units”.

“Act” means the New Jersey Fair Housing Act, N.J.S.A. 52:27D-301 et seq.

“Adaptable” means constructed in compliance with the technical design standards of the barrier free subcode adopted by the Commissioner of Community Affairs pursuant to the “State Uniform Construction Code Act,” P.L.1975, c. 217 (C.52:27D-119 et seq.) and in accordance with the provisions of section 5 of P.L.2005, c. 350 (C.52:27D-123.15).

“Administrative agent” means the entity approved by the Division responsible for the administration of affordable units, in accordance with N.J.A.C. 5:99-7, and UHAC at N.J.A.C. 5:80-26.15.

“Affirmative marketing” means a regional marketing strategy designed to attract buyers and/or renters of affordable units pursuant to N.J.A.C. 5:80-26.16.

“Affirmative Marketing Plan” means the municipally adopted plan of strategies from which the administrative agent will choose to implement as part of the Affirmative Marketing requirements.

“Affirmative Marketing Process” or “Program” means the actual undertaking of Affirmative Marketing activities in furtherance of each project with very low- low- and moderate-income units.

“Affordability assistance” means the use of funds to render housing units more affordable to low- and moderate-income households and includes, but is not limited to, down payment assistance, security deposit assistance, low interest loans, rental assistance, assistance with homeowner’s association or condominium fees and special assessments, common maintenance expenses, and assistance with emergency repairs and rehabilitation to bring deed-restricted units up to code, pursuant to N.J.A.C. 5:99-2.5.

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

“Affordable” means, in the case of an ownership unit, that the sales price for the unit conforms to the standards set forth at N.J.A.C. 5:80-26.7 and, in the case of a rental unit, that the rent for the unit conforms to the standards set forth at N.J.A.C. 5:80-26.13.

“Affordable housing development” means a development included in a municipality’s housing element and fair share plan, and includes, but is not limited to, an inclusionary development, a municipally sponsored affordable housing project, or a 100 percent affordable development. This includes developments with affordable units on-site, off-site, or provided as a payment in-lieu of construction only if such a payment-in-lieu option has been previously approved by the Program or Superior Court as part of the HEFSP. Payments in lieu of construction were invalidated per P.L. 2024, c.2.