

R-12-2026

**RESOLUTION OF THE PLANNING BOARD OF THE BOROUGH OF
CLAYTON ADOPTING A 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 Borough will be filing a Fourth Round Declaratory Judgment complaint ("DJ Complaint") with the Court, seeking voluntary compliance with its affordable housing obligations; and

WHEREAS, the Borough has prepared a Fourth Round Housing Element and Fair Share Plan ("Fourth Round Plan"), which is attached hereto as Exhibit A; and

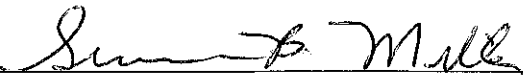
WHEREAS, upon notice duly provided pursuant to N.J.S.A. 40:55D-13, the Planning Board held a public hearing on the Fourth Round Plan on June 22, 2026; and

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

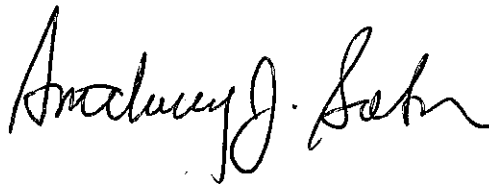
NOW, THEREFORE, BE IT RESOLVED by the Planning Board of the Borough of Clayton, County of Gloucester, State of New Jersey, that the Planning Board hereby adopts the Borough's Fourth Round Housing Element and Fair Share Plan attached hereto as Exhibit A.

CERTIFICATION

I certify that the foregoing Resolution was duly adopted by the Planning Board of the Borough of Clayton at a regular meeting held on the 22 day of June 2026.



Planning Board Secretary



**Borough of Clayton
Gloucester County**

**Housing Element of the Master Plan
Fair Share Plan**

Adopted by the Planning Board on -June 22, 2026, by Resolution 12-2026
Endorsed by the Governing Body on ----- by Resolution -----

June 12, 2026

Borough of Clayton
25 N. Delsea Drive
Clayton, NJ 08312

Prepared by:

*T*iffany A. Cuiello, PP, LLC
*A.C*ommunity Development
& Planning

Tiffany A. Morrissey, PP, AICP
7 Equestrian Drive
Galloway, NJ 08205
(856) 912-4415
tamorrissey@comcast.net

**Borough of Clayton
Gloucester County**

**Housing Element of the Master Plan
Fair Share Plan**

Mayor and Council

Charles Simon, Mayor
Darlene Vondran, Council President
Frank Rollo, Councilman
Christina Moorhouse, Councilwoman
Dave Chapes, Councilman
Jeremiah Long, Councilman
Caite Wolak, Councilwoman

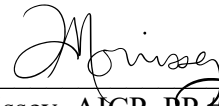
Susan Miller, Borough Administrator
Christine Newcomb, Municipal Clerk

Planning Board

Tony Saban, Chairman
Joe Abate Vice Chairman
Charles Simon, Mayor
Darlene Vondran, Council President
Barb Saban
Susan Miller
Scott Wiseburn
Hope DePoe
Eric Thomas
Caitlin Amer
Thomas Swartz, Alt. I

Debbie Schlosser, Secretary

Prepared by:



Tiffany A. Morrissey, AICP, PP #5533

The original of this document was signed
and sealed in accordance with NJAC 13:41-1.3

TABLE OF CONTENTS

EXECUTIVE SUMMARY	2
INTRODUCTION	4
AFFORDABLE HOUSING HISTORY IN NEW JERSEY.....	6
HOUSING ELEMENT.....	11
Demographic Analysis.....	12
Housing Analysis.....	17
Income and Employment Analysis	21
Affordable Housing Obligation.....	26
Present Need / Rehabilitation Component	26
Prior Round Component.....	27
Round Three Component.....	27
Round Four Component	27
Land Use Analysis.....	28
Multigenerational Family Housing Analysis.....	28
Regional Planning Analysis	29
FAIR SHARE PLAN	31
Affordability Requirements.....	31
Affordable Housing Plan.....	32
Rehabilitation Obligation/Present Need:	32
Prior and Third Round:.....	32
Fourth Round Prospective Need:	35
Unfulfilled Prior Round (1987 through 2025)	37
Elements Satisfying Obligation	38
Phasing Plan for Affordable Housing Units	41
Bonus Provisions	41
Affordable Housing Trust Fund	42
Cost Generation.....	42
Monitoring.....	43
Fair Share Ordinance and Affirmative Marketing	43
Conclusion	44

APPENDIX A – Habitat for Humanity Deeds

APPENDIX B – Supportive Housing Documentation

APPENDIX C – Berk’s Walk Resolution of Approval

APPENDIX D – Providence House Resolution of Approval

EXECUTIVE SUMMARY

The Borough of Clayton has prepared this plan in response to the enactment of Assembly Bill 4 signed by the Governor in 2024 (Amended FHA). This legislation abolished the Council on Affordable Housing (COAH), the State agency responsible for administering and overseeing affordable housing plans. The legislation also amended affordable housing regulations as provided for in the Amended FHA and set deadlines for municipalities for reporting and filing a Fourth-Round Housing Element and Fair Share Plan through the Affordable Housing Dispute Resolution Program (“the Program”), and also created an alternative process for those who elect to voluntarily comply through the courts that more resembles what occurred in Round 3 following the Supreme Court’s 2015 decision in Mount Laurel IV.

While the Borough did not participate in the Affordable Housing Dispute Resolution Program established by the March 2024 amendments to the FHA, the Borough has opted to voluntarily comply through a Declaratory Action in Court, pursuant to N.J.S.A. 52:27D-304.1(f)(3)(b). As such, by adoption and endorsements of this Housing Element and Fair Share Plan, the Borough is accepting the Department of Community Affairs’ (DCA) calculations of the Municipality’s Present Need and Prospective Need Department of Community Affairs’ (DCA) calculations of the Municipality’s Present Need and Prospective Need: Present Need of 1 and Prospective Need of 65.

This plan provides for the Borough’s Fourth-Round affordable housing obligation as calculated by the DCA. The Borough has actively pursued affordable housing opportunities through partnerships with Habitat for Humanity and in implementing the components of their Court Approved HEFSP.

This plan includes a recent development approval to expand the Providence House/Clayton Mews community to create 36 new age-restricted affordable housing units. The Borough proposes to amend parts of the Court-approved Third Round plan to address new developments that have been completed and to include units which were not included but in the community at the time the Third Round Plan was adopted. These include up to 22 units created by Habitat for Humanity.

Over the years the regulations pertaining to each Round of Affordable Housing obligations have changed. In preparing the Fourth-Round components of the Fair Share Plan, the FHA as amended (N.J.S.A. 52:27D-310, et seq.), was followed. This Plan also follows the requirements of N.J.A.C. 5:93. where appropriate, as called for by the recent FHA amendments.

INTRODUCTION

The Borough of Clayton is in Gloucester County, consisting of 7.14 square miles. Clayton was created in 1858 and included portions of Franklin Township. Parts of Clayton were taken from Glassboro in 1878. The Borough was officially incorporated in 1887. Clayton is in the central portion of Gloucester County and surrounded by Franklin Township to the east, Elk Township to the south, Glassboro to the west, and Monroe Township to the north. The northwest portion of the Borough consists of the Glassboro Wildlife Management Area. Delsea Drive (Route 47) runs through the center of the Borough's developed area extending from east to west.

Clayton Borough prepared and adopted a Housing Element and Fair Share Plan which received substantive certification by COAH on July 1, 2001. The Borough prepared a Third-Round Housing Element and Fair Share Plan and received substantive certification of this plan by COAH on October 14, 2009, consistent with the then-operative Round Three growth share rules. The Supreme Court invalidated the third-round of the regulations adopted by the New Jersey Council on Affordable Housing ("COAH") on September 26, 2013 in In re Adoption of N.J.A.C. 5:96 & 5:97 by NJ Council on Affordable Housing, 215 N.J. 578 (2013). Because the Borough received substantive certification of their Third-Round Plan, the Borough was qualified as a certified municipality pursuant to the decision in Mount Laurel IV.

On July 8, 2015, the Borough of Clayton filed an Application for Declaratory Judgment seeking Temporary Immunity from Mount Laurel Lawsuits. The Courts granted the Borough temporary immunity through May 31, 2016, which was subsequently extended through December 31, 2016. The Borough entered into a settlement agreement with FSHC on November 7, 2016, which provided for the Borough's Third Round Prospective Need running from 1999 through 2025 as 162 units. The settlement agreement included an additional 94 credits for the Prior

Round components as well as proposed mechanisms to meet their Third-Round obligation of 162. The settlement agreement and Final Judgement of Compliance and Repose was approved by the Court on February 14, 2017, after a duly-noticed Fairness Hearing held on December 15, 2016.

Consistent with the settlement agreement, the Borough adopted a Housing Element and Fair Share Plan on January 23, 2017. The HEFSP included the Mount Laurel compliance techniques through which the municipality would satisfy its Prior Round and Third-Round obligations. The 2017 Plan included a number of ancillary documents, including a Spending Plan that (1) accounts for the funds to be deposited through 2025, into the Borough's Mount Laurel Trust Fund; and (2) demonstrates the manner in which the Borough intends to expend the funds to advance the interests of the region's low- and moderate-income households.

While the Borough did not participate in the Affordable Housing Dispute Resolution Program established by the March 2024 amendments to the FHA, the Borough has opted to voluntarily comply through a Declaratory Action in Court, pursuant to N.J.S.A. 52:27D-304.1(f)(3)(b). As such, by adoption and endorsements of this Housing Element and Fair Share Plan, the Borough is accepting the Department of Community Affairs' (DCA) calculations of the Municipality's Present Need and Prospective Need Department of Community Affairs' (DCA) calculations of the Municipality's Present Need and Prospective Need: Present Need of 1 and Prospective Need of 65.

This Plan amends the 2017 Plan to address approved affordable housing developments and provides new mechanisms to satisfy the Borough's cumulative affordable housing obligations.

AFFORDABLE HOUSING HISTORY IN NEW JERSEY

Affordable Housing has been embedded in New Jersey land use regulations and policy since the 1975 New Jersey Supreme Court decision, *Southern Burlington NAACP v Mount Laurel Borough*, known as “Mount Laurel I.” Following a challenge to Mount Laurel’s zoning the New Jersey Supreme Court ruled that developing municipalities have a constitutional obligation to provide a variety and choice of housing types affordable to low- and moderate-income households. This decision formed the foundation of affordable housing planning and regulations in the State.

In 1983 New Jersey Supreme Court in *Southern Burlington County NAACP v. Mount Laurel Borough*, 92 N.J. 158 (1983) or “Mount Laurel II” extended the constitutional obligation to all municipalities within a “growth area” as designated in the State Development Guide Plan. This decision also created an opportunity for builders to challenge municipal ordinances, in certain circumstances, for the right to build affordable housing on land that was not zoned to permit the use or density. This is what was termed a “Builder’s Remedy” for municipalities that did not provide for their constitutional obligation of affordable housing.

In response to Mount Laurel II, the State adopted the New Jersey Fair Housing Act in 1985 which created the Council on Affordable Housing (“COAH”) as an administrative alternative to litigation. COAH was charged with promulgating regulations to establish housing regions, estimate the state’s low- and moderate-income needs, and set criteria for municipal compliance through adopted housing elements and fair share plans.

COAH established a municipality’s first round affordable housing obligation for a period of six-years, from 1987 to 1993. The rules established by COAH created both a rehabilitation (present need) obligation and a new construction (prospective

need) obligation. In 1994, COAH adopted new regulations to address the second round obligation for the period 1993 to 1999. These regulations also recalculated a portion of the municipal's first round obligation, creating a cumulative obligation from 1987 to 1999, and what is now called the "Prior Round" Obligation.

In 2004 COAH adopted rules and regulations for the Third Round, which defined the round from 1999 to 2014. These regulations changed the way in which COAH calculated a municipality's affordable housing obligation, moving from an absolute number based on available data to what the new regulations termed a "growth share" approach that linked affordable housing obligations to the construction of both residential and non-residential development in the municipality over the third round time period. This was short lived as the New Jersey Appellate Division invalidated key elements of these rules, including the growth share approach to calculating affordable housing obligations, In re Adoption of N.J.A.C. 5:94 and 5:95, 390 N.J. Super 1 (App. Div. 2007). The Court ordered COAH to adopt new rules, which was completed in 2008. The new regulations maintained in large part the growth share approach and extended the third round from 2014 to 2018.

The 2008 regulations were challenged and in 2010 the Appellate Division, In re Adoption of N.J.A.C. 5:96 and 5:97, 416 N.J. Super. 462, upheld the COAH Prior Round regulations which assigned rehabilitation obligations. However, the Appellate Division invalidated the regulations pertaining to growth share and directed COAH to use similar methods that were set in the First and Second rounds. This decision was reviewed and upheld by the New Jersey Supreme Court in September of 2013 and ordered that COAH adopt new regulations on or before October 22, 2014. COAH failed to adopt the new regulations, and Fair Share Housing Center (FSHC) filed a motion in aid of litigant's rights with the New Jersey Supreme Court. The New Jersey Supreme Court issued a ruling on March 10, 2015, known as "Mount Laurel IV," which set the framework for the Third-Round affordable housing plans.

Mount Laurel IV transferred the responsibility to review and approve housing elements and fair share plans from COAH to designated Mount Laurel trial judges. This meant that municipalities would need to apply to the Courts if they wish to be protected from exclusionary zoning lawsuits. A shortfall in this decision remained as to how a municipal's affordable obligation would be calculated and left that to the trial courts, with the direction that the obligations be determined in a methodology which was similar to those used in the First and Second Round rules. The decision also directed municipalities to rely on COAH's Second Round rules at N.J.A.C. 5:93 as well as the Fair Housing Act (N.J.S.A. 52:27D-301 et seq) in preparing Third Round Housing Elements and Fair Share Plans.

FSHC was permitted to serve as an interested party in every municipal Declaratory Judgement Action. In determining an affordable housing obligation, FSHC calculated municipal affordable housing obligations, as did an expert for municipalities, and offered to settle with municipalities. Many municipalities entered into Court approved Settlements with FSHC, those that did not challenged the methodology used by FSHC to determine municipal obligations.

The Third Round, which began with COAH's 2004 rules identified the time period of 1999 to 2014. However, with COAH's stalemate in adopting regulations and the associated court challenges all cumulating past the initial third round period into the 2015 "Mount Laurel IV" decision, the third round was now identified as the period 2015 to 2025. This left a "Gap Period" of 1999 to 2015. In 2017 the New Jersey Supreme Court, In Re Declaratory Judgment Actions Filed By Various Municipalities, 227 N.J. 508 (2017), found that the "gap period," defined as 1999-2015, generates an affordable housing obligation. This obligation expanded the definition of the municipal Present Need obligation to include low- and moderate- income households

formed during the gap period as a component of the new-construction obligation rather than the rehabilitation obligation.

In 2018 an unpublished decision of the NJ Superior Court, Law Division, Mercer County was rendered In re Application of Municipality of Princeton, also known as the “Jacobson Decision” which established a methodology for calculating municipal obligations in the Third Round under the Mount Laurel Doctrine. Although this decision is specific to Mercer County, Mount Laurel judges throughout the State have relied upon the Court’s decision in calculating Third Round affordable housing obligations¹. The decision came after many municipalities had entered into settlement agreements with FSHC which established a municipality’s affordable housing obligation.

While the Courts were addressing affordable housing policy and regulations, the State of New Jersey adopted two important pieces of legislation which shaped affordable housing policy. In 2008, Governor Corzine signed P.L. 2008. C.46 (referred to as “A500”, or the “Roberts Bill”) which amended the FHA. Key components of this bill include:

- Eliminating Regional Contribution Agreements (“RCA”) which allowed a municipality to transfer a portion of their affordable housing obligation to an identified receiving municipality.
- Establishing a statewide 2.5% nonresidential development fee instead of requiring nonresidential developers to provide affordable housing
- Created a very low-income affordable housing category and required at least 13% of all affordable housing units be restricted as very low-income housing units
- Required municipalities to commit to spend all collected development fees for affordable housing within four years of the date of collection.

¹ The Jacobson decision is also referred to in the 2024 FHA amendments providing that the decision “shall be referenced as to datasets and methodologies that are not explicitly addressed” in N.J.S.A. 52:27D-304.3 of the FHA.

The second piece of legislation was adopted in 2024. Governor Murphy signed P.L. 2024, c.2 (referred to as “A4”) which further amended the FHA and abolished COAH, transferring the oversight of a municipality’s Mount Laurel compliance to the courts. The legislation called for the establishment of “the Program” within the courts, which is an Affordable Housing Dispute Resolution Program meant to assist municipalities and interested parties in resolving their disputes prior to further litigation. Additional key components of the Act include:

- Giving responsibility to the DCA to provide non-binding calculations of municipal present and prospective need using the standards as provided for in the legislation
- Establishing monitoring deadlines for all affordable units and trust funds
- Establishing mechanisms and bonuses for a municipality to meet its affordable housing obligation
- Establishing the Fourth Round of affordable housing obligations from 2025 through 2035
- Establishing a deadline of June 30, 2025, for a municipality to file a Housing Element and Fair Share Plan in compliance with the new regulations to remain protected from an exclusionary zoning lawsuit.
- Maintaining a “Court option” for voluntary compliance rather than participating in the Program process by way of filing a Declaratory Judgment action, much like the Court process following Mount Laurel IV.

HOUSING ELEMENT

The 2024 amendments to the Fair Housing Act included changes to what a Housing Element is required to address. The following is required to be part of any newly adopted Housing Element pursuant to N.J.S.A. 52:27D-310-10:

- 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;
- A projection of the municipality's housing stock, including the probable future construction of low- and moderate-income housing, for the next ten years, taking into account, but not necessarily limited to, construction permits issued, approvals of applications for development, and probable residential development trends;
- An analysis of the municipality's demographic characteristics, including, but not necessarily limited to, household size, income level, and age;
- An analysis of the existing and probable future employment characteristics of the municipality;
- A determination of the municipality's present and prospective fair share of low- and moderate-income housing and its capacity to accommodate its present and prospective housing needs, including its fair share of low and moderate income housing;
- A consideration of the lands most appropriate for construction of low- and moderate-income housing and of the existing structures most appropriate for conversion to, or rehabilitation for, low and moderate income housing, including a consideration of lands of developers who have expressed a commitment to provide low and moderate income housing;

- 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;
- 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.

The following sections of this report addresses each of the above referenced requirements.

A Note on the Data: The following statistics and demographic data are derived from one of the following sources.

2023 American Community Survey 5-year Estimates: The most up to date information is the American Community Survey (ACS) estimates, which are generated between the decennial censuses. ACS figures are based on data collected over a 5-year period.

2020, 2010, 2000 and 1990 Census: The 2020 Census is the most recent decennial census. This information is used when ACS information is unavailable, and sometimes for comparison.

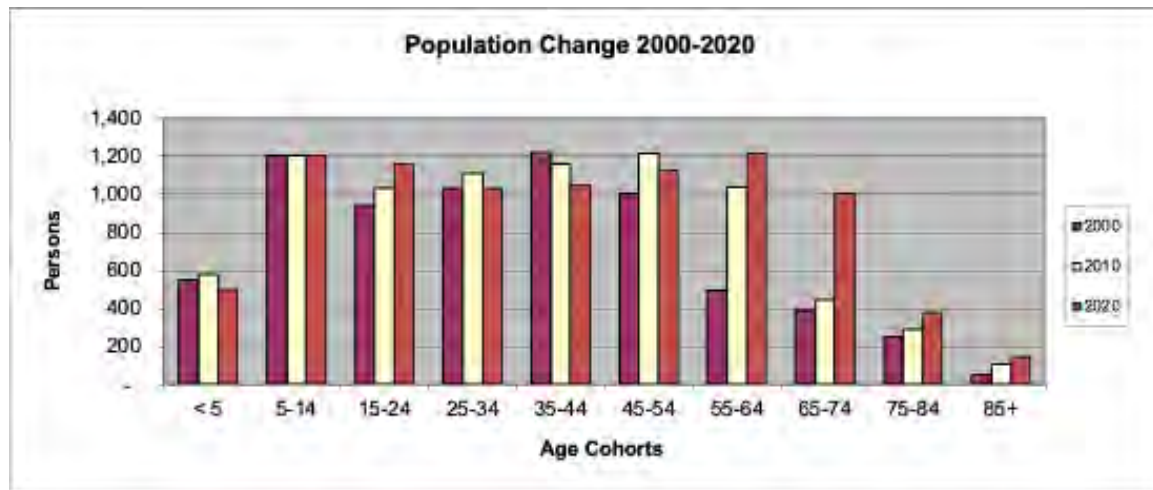
NJ Building Permit Data: NJ reports building permits and certificates of occupancy issued for each municipality on a monthly basis.

Demographic Analysis

The Borough of Clayton has seen a population increase over the past thirty years, with the largest increase in the 30-year period occurring from 1990 through 2000. Over the 30-year period the population increased by 2,652 persons. The Borough's population has generally remained steady since 2010 with only a 628 person increase in the period.

Population Trends			
	Borough of Clayton	Gloucester County	New Jersey
1990	6,155	230,082	7,730,188
2000	7,139	254,673	8,414,350
2010	8,179	288,288	8,791,894
2020	8,807	302,294	9,288,994
1990 to 2000	16.0%	10.7%	8.9%
2000 to 2010	14.6%	13.2%	4.5%
2010 to 2020	7.7%	4.9%	5.7%
1990 to 2020	43.1%	31.4%	20.2%
Source: US Census Data			

To see how the population has grown in terms of age it is helpful to look at both the changes over time to the different age-cohorts and the changes to the total housing units. We can see that there was a considerable increase in the 65-74 age cohort from 2010 to 2020. There was also a considerable increase in the 55-64 cohort. These two increases show an aging of the population. Overall, the young adult population has remained consistent over the years. The Borough's median age has also increased from 33.6 years in 2000 to 39.9 years in 2020.

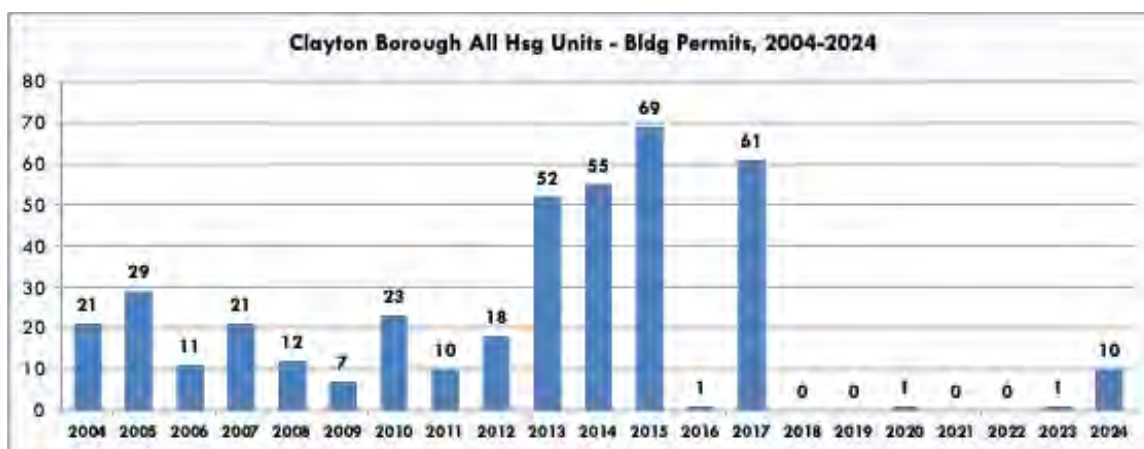


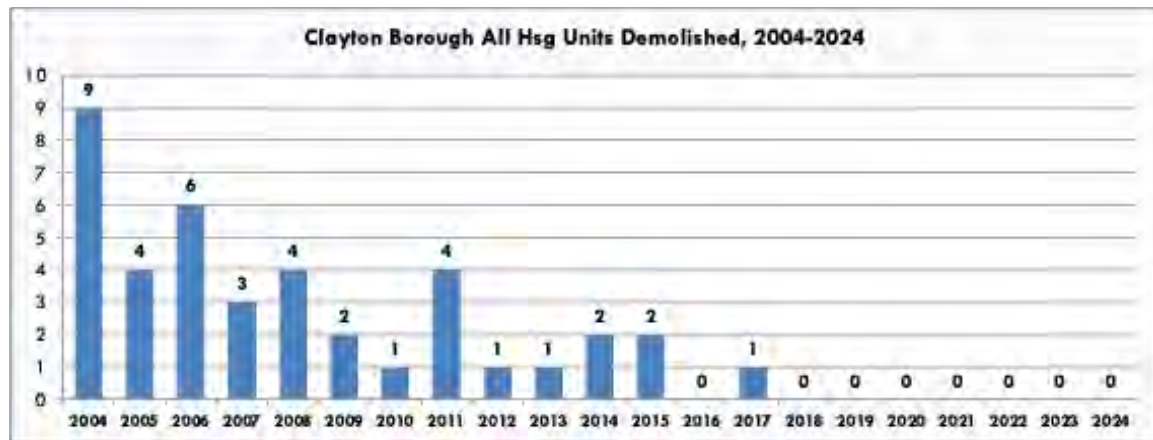
2000 to 2020 Population Profiles or Cohorts - Clayton						
Age	Population					
	Year			Population Change		
	2000	2010	2020	2000 to 2010	2010 to 2020	2000 to 2020
< 5	551	578	499	4.9%	-13.7%	-9.4%
5-14	1,202	1,205	1,203	0.2%	-0.2%	0.1%
15-24	944	1,035	1,160	9.6%	12.1%	22.9%
25-34	1,035	1,111	1,034	7.3%	-6.9%	-0.1%
35-44	1,221	1,159	1,047	-5.1%	-9.7%	-14.3%
45-54	1,004	1,214	1,125	20.9%	-7.3%	12.1%
55-64	494	1,039	1,215	110.3%	16.9%	146.0%
65-74	388	443	1,003	14.2%	126.4%	158.5%
75-84	250	290	377	16.0%	30.0%	50.8%
85+	50	105	144	110.0%	37.1%	188.0%
18+	5,061	6,029	6,722	19.1%	11.5%	32.8%
62+	785	1,120	1,886	42.7%	68.4%	140.3%
65+	688	838	1,524	21.8%	81.9%	121.5%
Median Age	33.6	36.2	39.9	7.7%	10.2%	18.8%
Source: US Census Data						

From 1900 through 2020 the Borough saw a 57% increase in total housing units, or a growth of 1,256 units. The Borough's highest growth decade was from 1990 to 2000 with a 23% increase of housing units.

Housing Trends/Total Housing Units			
	Borough of Clayton	Gloucester County	New Jersey
1990	2,177	82,459	3,075,310
2000	2,680	95,054	3,310,275
2010	3,128	109,796	3,553,562
2020	3,433	112,516	3,761,229
1990 to 2000	23.1%	15.3%	7.6%
2000 to 2010	16.7%	15.5%	7.3%
2010 to 2020	9.8%	2.5%	5.8%
1990 to 2020	57.7%	36.5%	22.3%

The State of New Jersey compiles reports of building permits issued for residential purposes between 2004 through 2024. The State data does not support the ACS estimates of 266 new housing units since 2020, with only 11 new housing units reported. The tables below are sourced from the DCA Residential Development Viewer shows the total building permits and demolition permits issued for housing units in the Borough from 2004 through 2024.





2020 Population by Categories						
	Borough of Clayton		Gloucester County		New Jersey	
	Persons	%	Persons	%	Persons	%
Total	8,807	100%	302,294	100%	9,288,994	100%
Sex						
F	4,540	51.5%	155,282	51.4%	4,770,289	51.4%
M	4,267	48.5%	147,012	48.6%	4,518,705	48.6%
Race						
White	5,635	64.0%	230,313	76.2%	5,112,280	55.0%
Black or African American	1,735	19.7%	32,992	10.9%	1,219,770	13.1%
Asian	180	2.0%	9,543	3.2%	950,090	10.2%
American Indian and Alaska Native	34	0.4%	727	0.2%	51,186	0.6%
Native Hawaiian and Other Pacific Islander	1	0.0%	84	0.0%	3,533	0.0%
Other	319	3.6%	8,134	2.7%	1,048,641	11.3%
Two or More Races	903	10.3%	20,501	6.8%	903,494	9.7%
Hispanic or Latino	833	9.5%	22,135	7.3%	2,002,575	21.6%
Age						
25-64	4,421	50.2%	155,556	51.5%	4,927,277	53.0%
65+	1,524	17.3%	49,800	16.5%	1,531,299	16.5%
Median Age	39.9	n/a	40.1	n/a	39.9	n/a

Housing Analysis

The most recent data available from the ACS 5-year estimates reflects the total year-round housing units of 3,699, 266 units more than what was reported in the 2020 Census. The Borough housing stock is three-quarters owner-occupied at 73% and 27% are rental units. Almost half, or 47% of all households are married couples and 29% are single-female households. The median housing value is \$244,800 and the median gross rent is \$1,204.

Clayton Housing Units by Tenant and Occupancy Status						
Year Round Housing Units			Owner-occupied		Rental	
Occupied	Vacant	Total	No.	%	No.	%
3,229	204	3,433	2,362	73.1%	867	26.9%
Source: US Census Data						

Summary of Household Characteristics - Clayton		
	No. of Persons	% of Total
Total Population	8,867	
In Households	8,861	99.93%
In Group Quarters	4	0.05%
Institutionalized	1	0.01%
Non-Institutionalized	3	0.03%
Total Households	3,351	
Married Couple	1,581	47.18%
Cohabiting Couple	298	8.89%
Single Male	498	14.86%
Single Female	974	29.07%
Source: ACS 2023 5-year estimates		

Selected Housing or Housing Related Characteristics (Occupied Units)					
	Median Value Housing (owner-occupied)	Median Gross Rent	Median Household Income	Value Income Ratio	Rental Vacancy Rate
Borough of Clayton	\$244,800	\$1,204	\$89,375	2.74	5.1%
Gloucester County	\$283,500	\$1,480	\$102,807	2.76	3.0%
Source: ACS 2023 5-year estimates					

Just under 80% of the Borough's housing stock is single-family detached units, and 15% contain 10 or more units/multifamily structures. Over 42% of the housing stock was built before 1970 and 60% was built before 1980, demonstrating an older housing stock. In general, the housing stock has a median room count of 6.1 per unit and over 69% have 3 or more bedrooms per unit.

Housing Units by Number of Units in Structure, Borough of Clayton		
Number of Units	Units	Percent of Total
1-unit, Detached	2,884	78.16%
1-unit, Attached	52	1.41%
2 units	54	1.46%
3 or 4 units	117	3.17%
5 to 9 units	18	0.49%
10 to 19 units	282	7.64%
20 or more units	276	7.48%
Mobile Home	7	0.19%
Other	-	0.00%
Total	3,690	
Source: ACS 2023 5-year estimates		

Housing Units by Age		
Year Built	Units	Percent of Total
2020 or later	-	0.00%
2010 to 2019	383	10.38%
2000 to 2009	467	12.66%
1990 to 1999	400	10.84%
1980 to 1989	228	6.18%
1970 to 1979	637	17.26%
1960 to 1969	241	6.53%
1950 to 1959	486	13.17%
1940 to 1949	220	5.96%
1939 or earlier	628	17.02%
Total	3,690	
Source: ACS 2023 5-year estimates		

Occupied Housing Units by Number of Rooms		
Rooms	Housing Units	Percent of Total Housing Units
1	21	0.6%
2	141	3.8%
3	199	5.4%
4	747	20.2%
5	350	9.5%
6	638	17.3%
7	409	11.1%
8	666	18.0%
9+	519	14.1%
Total	3,690	100.0%
Median Rooms	6.1	
Source: ACS 2023 5-year estimates		

Occupied Housing Units by Number of Bedrooms		
Bedrooms	Housing Units	Percent of Total Housing Units
No Bedrooms	21	0.6%
1-Bedroom	531	14.4%
2-Bedrooms	589	16.0%
3- Bedrooms	1,445	39.2%
4-Bedrooms	964	26.1%
5 + Bedrooms	140	3.8%
Total	3,690	100.0%
Source: ACS 2023 5-year estimates		

Estimated housing values show an estimated 35% of all housing units have values less than \$200,000, which would provide an opportunity for low- and moderate- income families. According to ACS 5-year estimates of the occupied housing units in Clayton Borough, no units lack complete kitchen or plumbing facilities, and 16 units are heated using wood sources. Units are not considered overcrowded, with no unit having more than 1.51 occupants per room.

Housing Value, Owner-Occupied Units		
Value	Housing Units	Percent of Total Housing Units
Less than \$50,000	93	3.7%
\$50,000 to \$99,999	57	2.3%
\$100,000 to \$149,999	224	9.0%
\$150,000 to \$199,999	498	20.0%
\$200,000 to \$299,999	1,035	41.5%
\$300,000 to \$499,999	561	22.5%
\$500,000 to \$999,999	24	1.0%
\$1,000,000 or more	-	0.0%
Total	2,492	100.0%
Median Housing Value	\$ 244,800	
Source: ACS 2023 5-year estimates		

Income and Employment Analysis

The median household income in the Borough is \$89,375, and the median family income is \$108,860. The poverty rate in the Borough is 7% for all persons and 2.9% for families.

Income Levels			
	Borough of Clayton		
	Households	Families	Non-Family
Median Income	\$89,375	\$108,860	\$39,524
Mean Income	\$101,523	\$117,448	\$51,132
Source: ACS 2023 5-year estimates (Median Non-Family 2022 Est)			

Percent Distribution Persons and Families below Poverty Level				
	Population Below Poverty Line			Families Below Poverty Line
	All Persons	% of All Persons 18+ Years of Age	% of All Persons 65+ Years of Age	
Borough of Clayton	7.0%	7.4%	8.6%	2.9%
Gloucester County	7.6%	7.4%	7.6%	4.5%
New Jersey	9.8%	8.8%	9.5%	7.0%
Source: ACS 2023 5-year estimates				

Affordable housing units are required to be priced to be affordable to low- and moderate-income families within the specified housing region where the municipality is located. Clayton Borough is located within Region 5 for the purposes of determining housing affordability. Income limits for households ranging from 1 person to 5 persons range from a household income of \$25,770, for a one-person, low-income family up to an income of \$106,080, for a 5-person, moderate income household. Household income reported in the Borough includes 38% of households with incomes which would fall into the affordable housing income levels.

Household Income		
	Clayton Households	(% of Total Households)
Total Households	3,351	n/a
Less than \$10,000	229	6.8%
10,000 - 14,999	88	2.6%
15,000 - 24,999	199	5.9%
25,000-34,999	99	3.0%
35,000 - 49,999	209	6.2%
50,000 - 74,999	694	20.7%
75,000 - 99,999	273	8.1%
100,000 - 149,999	976	29.1%
150,000 - 199,999	293	8.7%
200,000 +	291	8.7%
Source: ACS 2023 5-year estimates		

2026 Affordable Housing Region 5 Income Limits					
	1 Person Household	2 Person Household	3 Person Household	4 Person Household	5 Person Household
Median Income	\$ 85,900	\$ 98,200	\$ 110,500	\$ 122,700	\$ 132,600
Moderate Income(80% of Median)	\$ 68,720	\$ 78,560	\$ 88,400	\$ 98,160	\$ 106,080
Low Income (50% of Median)	\$ 42,950	\$ 49,100	\$ 55,250	\$ 61,350	\$ 66,300
Very Low Income (30% of Median)	\$ 25,770	\$ 29,460	\$ 33,150	\$ 36,810	\$ 39,780
Source: NJHMFA June 15, 2026					

Of the population over the age of 16, 60% are in the labor force and 56% are employed. The fields of educational services, and health care/social assistance employs 34% of the population. Over 39% of the employed population work in management, business, science and arts.

CLAYTON EMPLOYMENT STATUS		
	Total	Percent of Population 16 Years and Over
Population 16 years and Over	7,093	100%
In Labor Force	4,261	60.07%
Civilian Labor Force	4,246	59.86%
Employed	3966	55.91%
Unemployed	280	3.95%
Armed Forces	15	0.21%
Not In Labor Force	2,832	39.93%
Source: ACS 2023 5-year estimates		

Employment by Industry, Civilian Employed population 16 years and over		
Occupation	No. Persons	% Wenonah
Agriculture, Forestry, Fishing and Hunting, and Mining	0	0.00%
Construction	364	9.18%
Manufacturing	404	10.19%
Wholesale Trade	0	0.00%
Retail Trade	463	11.67%
Transportation and Warehousing, Utilities	320	8.07%
Information	10	0.25%
Finance and Insurance, and Real Estate and Rental and Leasing	195	4.92%
Professional, Scientific, and Management, and Administrative and Waste Management Services	369	9.30%
Educational Services, and Health Care and Social Assistance	1,381	34.82%
Arts, Entertainment, and Recreation, and Accommodation and Food Services	193	4.87%
Other Services, except Public Administration	100	2.52%
Public Administration	167	4.21%
Total	3,966	100%
Source: ACS 2023 5-year estimates		

Employment by Occupation Civilian Employed population 16 years and over		
Occupation	No. Persons	% Wenonah
Management, Business, Science, and Arts	1,544	38.93%
Service	615	15.51%
Sales and Office	825	20.80%
Natural Resources, Construction and Maintenance	488	12.30%
Production, Transportation & Material Moving	494	12.46%
Total	3,966	100%
Source: ACS 2023 5-year estimates		

Affordable Housing Obligation

A municipality's affordable housing obligation is spread across different time periods. The most current obligation is related to the Fourth Round. However, a municipality must also address any prior affordable housing obligations if they have not already been fully satisfied. The following reviews all components of Clayton Borough's affordable housing obligation beginning in 1987 and extending through 2035.

The following table identifies the Municipality's comprehensive affordable housing obligation:

Present Need/Rehab Obligation	1
Prior Round (1987-1999)	94
Round 3 Settlement (1999-2025) ²	162
Round 4 (DCA Calculations 2025-2035)	65
Total Obligation (New Construction)	318

Present Need / Rehabilitation Component

The Present Need/Rehabilitation obligation is determined by estimating the existing deficient housing units currently occupied by low- and moderate-income households within the municipality, through the use of datasets made available through the federal decennial census and the American Community Survey, including the Comprehensive Housing Affordability Strategy dataset thereof. This figure was calculated by the Department of Community Affairs ("DCA") based upon its interpretation of the standards of the Amended FHA. The municipality's rehabilitation obligation is **1**.

² On March 8, 2018, Judge Mary C. Jacobson issued an opinion on fair share obligations. On March 28, 2018, Econsult Solutions prepared a comprehensive calculation of the statewide obligations using the "Jacobson" method. This resulted in the Borough of Clayton having a Third-Round Prospective Need of 68 and a Gap Present Need of 57, for a total Third-Round obligation of 125. This is 37 units less, or 22.8% less than the obligations as per the Court-approved settlement in 2018.

Prior Round Component

The Prior Round obligation is the Borough's cumulative Round 1 and 2 affordable housing obligation for the years between 1987 and 1999. The municipality's Prior Round obligation is **94**.

Round Three Component

Pursuant to a settlement agreement dated April 30, 2018, by and between Clayton Borough and Fair Share Housing Center, the Borough's Court-approved Third Round affordable housing obligation is **162**. The Round 3 Prospective Need includes the so-called "Gap Period Present Need," which is a measure of households formed from 1999-2015 that need affordable housing, created by the Supreme Court in In re Declaratory Judgment Actions Filed By Various Municipalities, 227 N.J. 508 (2017).

Round Four Component

The Fourth-Round affordable housing obligation extends from 2025 through 2035. This is considered the current Prospective Need, which is a projection of housing needs based on development and growth which is reasonably likely to occur in a municipality. The Fourth Round prospective need was determined pursuant to methodology adopted by the New Jersey Department of Community Affairs ("DCA") pursuant to the Fair Housing Act as amended in 2024.

On October 18, 2024, the Department of Community Affairs ("DCA") issued a non-binding report estimating the Fourth-Round affordable housing obligations for all municipalities based upon its interpretation of the standards of the Amended FHA. The DCA's Fourth Round Prospective Need (New Construction) Obligation for the Borough of Clayton is **65**.

Land Use Analysis

In accordance with N.J.S.A. 52:27D-310.f., the Borough has given consideration to 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.

Clayton Borough has considered sites which would be suitable for affordable housing purposes. Since the adoption of their 2017 HEFSP the Borough has worked with developers to provide affordable housing opportunities on various parcels. These include the creation of new units in partnership with Habitat for Humanity on isolated lots. The Borough has and will continue to be proactive in identifying properties which are suited to new affordable housing developments.

Multigenerational Family Housing Analysis

In 2021 the FHA was amended to require 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. Currently, there are no recommendations published from the Commission. The duties of the commission are:

“To prepare and adopt recommendations on how State government, local government, community organizations, private entities, and community members may most effectively advance the goal of enabling senior citizens to reside at the homes of their extended families, thereby preserving and

enhancing multigenerational family continuity, through the modification of State and local laws and policies in the areas of housing, land use planning, parking and streetscape planning, and other relevant areas.”

A review of 2020 Census data shows that 7.2% of the occupied housing units in the Borough contain three plus generations of families. Clayton Borough is an older community and recognizes the needs of older residents who want to age in place or continue to live independently in the municipality where they raised their families. The Borough has created opportunities for new age-restricted apartment housing with affordable housing units. The Borough ordinances do not prohibit the creation of extra living space for family members, provided they are part of the same housekeeping unit.

Regional Planning Analysis

The New Jersey State Development and Redevelopment Plan (SDRP) was adopted on December 17, 2025, replacing the 2001 SDRP. The Borough of Clayton is primarily situated within a Suburban State Planning Area (PA2). The Borough also has areas within the Rural Environmentally Sensitive Planning Area (PA4B) and Environmentally Sensitive Planning Area (PA5). There is a large segment of the Borough in the northeast which is within an Open Space Planning Area (PA8) which includes publicly held lands.

The lands within the PA2 area are where the Borough's existing developed areas are located with associated infrastructure. The PA2 Planning Area is intended to:

- provide for a portion of the state's future growth in compact development and redevelopment in Centers and other appropriate areas;

- promote walkability and multi-modal transportation options;
- protect and enhance the character of existing stable communities;
- protect and enhance natural resources and promote increased biodiversity, reforestation and habitat restoration;
- redesign auto-oriented areas and promote traffic calming and other forms of pedestrian counter measures;
- reverse any further sprawl development, including warehouse sprawl; and
- revitalize and enhance towns and other traditional settlements.

The Borough focuses its growth into the exiting PA2 areas, embodying the PA2 planning objectives and intentions.

FAIR SHARE PLAN

A Fair Share Plan (FSP) is prepared to address how a municipality intends to meet their constitutional affordable housing obligations. The FSP identifies the affordable housing obligations, projects that have been completed, proposed mechanisms to meet the affordable housing obligations, and addresses the requirements of the FHA and affordable housing regulations applicable to each set of obligations, including N.J.A.C. 5:93 and N.J.A.C. 5:80 where applicable.

Affordability Requirements

Affordable housing is defined under New Jersey's Fair Housing Act as a dwelling, either for sale or rent that is within the financial means of households of low or moderate income as income is measured within each housing region. The Borough of Clayton is in Region 5, which includes Burlington, Camden and Gloucester counties. Moderate-income households are those earning between 50% and 80% of the regional median income. Low-income households are those with annual incomes that are between 30% and 50% of the regional median income. As required by the amended FHA (Roberts bill), there is also included a very low-income category, which is defined as households earning 30% or less of the regional median income.

Through the Uniform Housing Affordability Controls (hereinafter "UHAC") at N.J.A.C. 5:80-26.3(d) and (e), which were amended on an emergent basis in December 2024, the maximum rent for a qualified unit be affordable to households that earn no more than 60% of the median income for the region. The average rent must be affordable to households earning no more than 52% of the median income. The maximum sale prices for affordable units must be affordable to households that earn

no more than 70% of the median income. The average sale price must be affordable to a household that earns no more than 55% of the median income.

The regional median income is defined using the federal Department of Housing and Urban Development (“HUD”) income limits on an annual basis. In the spring of each year HUD releases updated regional income limits. It is from these income limits that the rents and sale prices for affordable units are derived. These figures are updated annually.

Affordable Housing Plan

The following amends in part Clayton Borough’s approved Third Round Plan and incorporates provisions to address the Clayton Borough’s new Fourth-Round obligations.

Rehabilitation Obligation/Present Need:

The Borough’s Present Need obligation is **1-unit**. As it did in its Court-approved Third Round plan, the Borough’s rehabilitation obligation is being addressed through Gloucester County with a program using U.S. Department of Housing and Urban Development Community Development Block Grant (CDBG) funds.

Prior and Third Round:

As set forth above, Clayton Borough has addressed its Prior Round (1987-1999) obligation of **94**. Pursuant to the FSHC agreement and 2017 Final JOR referenced above, the municipality’s Third Round affordable housing obligation is **162**. The Third Round Prospective Need includes the so-called “Gap Period Present

Need,” which is a measure of households formed from 1999-2015 that need affordable housing, created by the Supreme Court in In re Declaratory Judgment Actions Filed By Various Municipalities, 227 N.J. 508 (2017).

The Borough’s combined Prior and Third-Round obligation is **256**. In accordance with the Court-approved Third-Round Plan and Settlement Agreement, the Borough provided for 198 credits from units and an additional 64 bonus credits. All projects have either been completed or received development approvals.

The following Table summarizes the Credits and Bonuses as applied against the Prior and Third Rounds with a maximum permitted bonus credit of 64 and a maximum age-restricted cap of units of 64. This is slightly different than the tables in the approved HEFSP. The following table reflects the bonus credits for units that have been completed and the number of units have been updated to reflect the actual units constructed. This table will be amended as part of the Fourth Round HEFSP to reflect new units which were not accounted for in the 2017 HEFSP

Clayton Borough’s Prior and Third Round Plan Obligation – 256 (Round 3 Final JOR)	Rental	Senior	Family	Complete	Units	Bonus Credits	Total Credits
<i>Special Needs Housing Credits</i>							
ARC of Gloucester County	x			x	4		4
<i>Inclusionary Development Credits</i>							
Delsea View Apartments	x	x		x	30		30
Emerson Green	x		x	x	14		14
Clayton Mews	x	x		x	35		
Berks Walk	x		x		46		46
<i>100% Affordable</i>							
Conifer/Camp Salute	x		x	x	76	64	133
Total					199	64	263
Surplus Credits							7

The Borough is amending the Prior and Third Round elements to reflect new units which were existing from Habitat for Humanity and were not accounted for at the time the 2017 HEFSP was completed. The Borough is also including two supportive housing facilities and relocating a portion of the Berk's Walk project to the Fourth Round. The following represents the proposed Prior Round and Third Round crediting:

Clayton Borough's Prior and Third Round Plan Obligation – 256	Rental	Senior	Family	Complete	Units	Bonus Credits	Total Credits
<i>Special Needs Housing Credits</i>							
ARC of Gloucester County	x			x	4		4
Empowerment 1	x			x	5		5
Empowerment 2	x			x	3		3
<i>Inclusionary Development Credits</i>							
Delsea View Apartments	x	x		x	30		30
Emerson Green	x		x	x	14		14
Clayton Mews	x	x		x	35		34
Berks Walk	x		x		13		13
<i>100% Affordable</i>							
Conifer/Camp Salute	x		x	x	76	64	140
Habitat for Humanity			x	x	13		13
Total					192	64	256
Surplus Age Restricted Credits					1		

Bonus credits are permitted for rental units, up to 25% of the municipality's obligation in accordance with N.J.A.C. 5:93-5.15(a). As such Clayton Borough is permitted to take a bonus credit for a maximum of 64 bonus credits from the prior and third round ($94 + 162 = 256$ total obligation = 64 bonus credits permitted at 25%). Additionally, in accordance with N.J.A.C. 5:93-5.14(a)1, the municipality is permitted to include up to 25% of the total Prior and Third-Round obligation as age-restricted

housing units, for a maximum of 64 units. The above table provides for 65 age-restricted units and therefore one of those units will be used in the surplus to the Fourth Round.

Fourth Round Prospective Need:

The Department of Community Affairs (DCA) for the State of New Jersey has calculated proposed new affordable housing obligations for each municipality for Round 4 (2025 through 2035). Clayton Borough's Fourth Round affordable housing obligation is **65**.

The 2024 FHA amendments increased the allowable age-restricted units to 30% of the total obligation, for a maximum of **19 units**. The Borough will utilize one surplus credit from the Clayton Mews project in the Fourth Round. The Borough also proposes to take credit for a 2024 approval which provided for 36 new age restricted rental units at the Mews Providence House. The total number of age-restricted units exceeds the maximum permitted of 19 and therefore the extra 18 credits will be held as surplus for future HEFSP crediting.

The amendments to the FHA for a Fourth-Round plan require a municipality provide 50% of actual affordable units, exclusive of any bonus credits, available to families with children. This requires a total of **25 units** available to families with children. Additionally, at least 25% of actual units, exclusive of bonuses, are required to be rental units (**25 units**), of which of which 50% of the rental units, to be available to families with children (**13 units**). (N.J.S.A. 52:27D-311.1) The Borough proposes to satisfy the family rental requirement through the Habitat for Humanity Homes and the Berk's Walk project. Berk's Walk is required to be a rental community, thereby addressing the family rental requirement.

The following table addresses Fourth-Round credits which will address the Borough's Fourth-Round obligation:

Clayton Borough's Fourth Round Prospective Need Plan Obligation – 65	Rental	Senior	Family	Units	Bonus Credits	Total Credits
<i>Supportive Housing</i>						
P.I.L.O.T.				3	3	6
Deveroux Foundation				4	4	8
Elwyn Sixth Avenue				4	4	8
Elwyn Madison Avenue				3	3	6
<i>Inclusionary Zoning</i>						
Berk's Walk	x		x	33		33
<i>100% Affordable Development</i>						
Habitat for Humanity (Various Sites)			x	3		3
Providence House (Block 1601, Lot 6)	x	x		36	2	38
Surplus Age Restricted Clayton Mews	x	x		1		1
Total				87	16	103
Surplus Credits for Future Rounds (including 18 Surplus Age-Restricted units)						38

Bonus credits are permitted for units in the Fourth Round. With an obligation of 65, the Borough may utilize 16 bonus credits. In accordance with the amended FHA under N.J.S.A. 52:27D-311.k(1) the Borough is utilizing 14 bonus credits from the supportive housing facilities. The regulations permit one bonus credit for each supportive housing unit. The Borough is using 2 additional bonus credits for the age-restricted rental units at Providence House in accordance with N.J.S.A. 52:27D-311.k(4).

Unfulfilled Prior Round (1987 through 2025)

The mechanisms identified in Clayton Borough's Court-approved FSP plan included several components which were not completed. These mechanisms are discussed below.

Berk's Walk - 46 Credits

Berk's Walk is an existing multi-family development located on South Delsea Drive in Block 1102.05, Lot 24. The current project contains 172 housing units, none of which are affordable housing units. The property was the subject of a Settlement Agreement in the matter of Harvey J. Berk v. The Borough of Clayton which provided for the rezoning of the property to allow for a planned unit development overlay and permitting an additional 350 housing units. The overlay ordinance includes a provision that the development contains an affordable housing component with a minimum of 46 family rental units. The ordinance also provided a provision that the developer could transfer up to 18 of the units to the Rustic Village complex.

The Berk's Walk development received General Development Plan approval on December 15, 2010. The GDP proposed 350 new units of which 175 would be townhouse units and 175 would be garden apartment units. The development was proposed to be built in five (5) phases. Preliminary site plan was granted on May 16, 2012. On October 17, 2016, the applicant received an amended site plan approval to construct only eight (8) of the units. This approval included a condition that the full build-out would require a total of 46 affordable housing units.

2025 Update -

Although this site has not developed in accordance with the land use approvals, the Borough maintains the zoning in effect which permits the proposed development and requires at least 46 affordable housing units. In 2016 the property owner received approvals to construct eight (8) of the approved units and it is expected that the balance of the units will be addressed in the future. The Borough maintains that this property continues to provide a realistic opportunity for affordable housing development.

Elements Satisfying Obligation***Habitat for Humanity – 15 units***

Since 1999 the Borough has worked with Habitat for Humanity to create affordable housing opportunities. This has resulted in a total of fourteen (14) units being constructed and occupied by low- and moderate-income families. The Borough is currently working with Habitat for Humanity to create an additional unit on North Green Street. The Borough has an established relationship with Habitat for Humanity and expects to create new opportunities and partnerships to increase the total units in the municipality. The deed restrictions for all existing units are included in the Appendix. The Borough will provide the deed restriction to the unit currently under construction once the unit is completed and sold to a qualifying household.

Block 1403, Lot 1.01 –	48 W Howard Street; Built 2023
Block 1814, Lot 10 –	1425 Filbert Street; Built 2007
	1427 Filbert Street; Built 2007
	1 Len Blowe Court; Built 2007
	2 Len Blowe Court; Built 2009
Block 1814, Lot 10.1	3 Len Blowe Court; Built 2009

4 Len Blowe Court; Built 2009
 5 Len Blowe Court; Built 2009
 6 Len Blowe Court; Built 2012
 7 Len Blowe Court; Built 2012
 8 Len Blowe Court; Built 2012
 10 Len Blowe Court; Built 2012
 11 Len Blowe Court; Built 2012

Block 1815, Lot 3 1428 Filbert Street; Built 1999

Block 1308, Lot 6 N. Green Street; Under Construction

Supportive Housing – 22 bedrooms

The Borough has identified six (6) group homes which have been established and not accounted for in the adopted HEFSP. Each of these facilities meets the standards to qualify as affordable housing and are entitled to bonus credits.

- Personalized Independent Living / The P.I.L.O.T. Services. Located in block 226 on lot 20, 519 Roosevelt Boulevard contains a three-bedroom group home for adults with intellectual disabilities. This facility opened in 2002.
- Elwyn, NJ. Located in block 1104 on lot 17, 15 Madison Avenue contains a three-bedroom group home for adults with intellectual disabilities. This facility opened in 2023. A Certificate of Transfer of Ownership is included in the Appendix.
- Elwyn, NJ. Located in block 1817 on lot 7, 2226 Sixth Avenue contains a four-bedroom group home for adults with intellectual disabilities. This facility opened in 2004.

- Deveroux Foundation. Located in block 1404 on lot 32, 147 West Academy Street contains a four-bedroom group home for adults with emotional, behavioral and cognitive differences. This facility opened in 2020. A Certificate of Transfer of Ownership is included in the Appendix.
- Empowerment Realty Holdings. Located in block 1903 on lot 2, 200 Carpenter Street contains a five-bedroom group home for adults with intellectual disabilities. This facility opened in 2012.
- Empowerment Realty Holdings. Located in block 1903 on lot 3, 202 Carpenter Street contains a three-bedroom group home for adults with intellectual disabilities. This facility opened in 2012.

Providence House – 36 units

Providence House/Clayton Mews is located at 865 N Delsea Drive on Block 1601, Lot 6. The property contains 103 existing age-restricted units which were constructed and occupied in March of 2005. In 2024 the Borough approved an expansion of this facility to include 36 new age-restricted affordable rental units by Resolution 14-2024. The resolution was for preliminary site plan approval, final. A copy of this approval is included in the Appendix.

Very Low-Income Units

Very Low-income housing is affordable to those households with a gross household income of 30% or less of the median gross household income in the region. In 2008 the FHA was amended to include a requirement that at least 13% of all

affordable housing units be very low-income units³. The 2024 amendments to the FHA added a provision that at least half of the very low-income units be available to families with children. The Borough is required to provide 13% of their total affordable housing units in their HEFSP as very-low-income units.

As new development is completed the Borough ordinances require the units include very low-income units. Additionally, the Borough will utilize AHTF to offset the costs of buying down a unit to a very low-income unit as necessary. The required very low-income units for the existing affordable units are accommodated within the Conifer Camp Salute project.

Phasing Plan for Affordable Housing Units⁴

The Borough has unbuilt units satisfying their Third and Fourth-Round obligations. The unbuilt units will come online as the developments progress but are not included in the phasing schedule. The development of the units are subject to market conditions.

Bonus Provisions

For the Prior Round and Third-Round plan, in accordance with N.J.A.C. 5:93-5.15, the municipality intends to take bonus credits for up to 25% their total obligation as provided for in the Court-approved Third-Round plan. The projected rental bonus would account for up to 64 credits.

³ Assembly Bill A-500 adopted in 2008, also known as the Roberts Bill, created a new definition for very low-income units and a requirement that 13% of all affordable units be made available to very low-income households.

⁴ Phasing is estimated and may not reflect changes to market conditions which will impact the proposed developments.

Bonus credits are permitted for units in the Fourth-Round for those projects addressing the Borough's obligation. With an obligation of 65, the Borough is permitted to utilize 16 bonus credits under the Fourth-Round.

Affordable Housing Trust Fund

The Borough of Clayton adopted an affordable housing trust fund ordinance in accordance with affordable housing regulations for the purposes of funding affordable housing activities in 2009 by Ordinance #019-2009. This ordinance was amended in 2021 by Ordinance 3-2021. The Borough is amending the Development Fee Ordinance to meet the newly adopted regulations of the Uniform Housing Affordability Controls under N.J.A.C. 5:80 et seq., as amended December 15, 2025, and the Fair Housing Act regulations under N.J.A.C. 5:99 et seq., as approved December 15, 2025. As of June 1, 2026, the balance of the AHTF was \$182,523.46. A Spending Plan will be completed to provide for the expenditure of funds.

Cost Generation

Clayton Borough will provide for expediting the review of development applications containing affordable housing. Such expedition may consist of, but is not limited to, scheduling of pre-application conferences and special monthly public hearings for projects involving affordable housing. Furthermore, development applications containing affordable housing shall be reviewed for consistency with the Land Development Ordinance and Residential Site Improvement Standards (N.J.A.C. 5:21-1 et seq.) The municipality shall comply with all requirements for unnecessary cost generating requirements under N.J.A.C. 5:93-10.

Monitoring

The Borough of Clayton shall complete all required annual monitoring reports for the municipality's Affordable Housing Trust Fund and of the affordable housing units and programs in accordance with the FHA regulations and requirements. In fact, the municipality has complied with all current AHMS reporting deadlines to date, as set forth in the Amended FHA. Clayton Borough's Municipal Housing Liaison has access to the AHMS and has been regularly inputting the required monitoring data as it becomes available.

Fair Share Ordinance and Affirmative Marketing

The Borough of Clayton in by ordinance 3-2021 and in accordance with the Borough's Court approved Fair Share Plan, adopted an Affirmative Marketing and Fair Share Ordinance in accordance with N.J.A.C. 5:93 et seq., and UHAC at N.J.A.C. 5:80-26. These ordinances will be amended in accordance with the newly adopted regulations of the Uniform Housing Affordability Controls under N.J.A.C. 5:80 et seq., as amended December 15, 2025, and the Fair Housing Act regulations under N.J.A.C. 5:99 et seq., as approved December 15, 2025.

The Borough's Fair Share Ordinance will govern the administration of affordable units in the Borough as well as regulating the occupancy of such units. The Fair Share Ordinance covers the phasing of affordable units, the low/moderate income split, bedroom distribution, occupancy standards, affordability controls, establishing rents and sales prices, affirmative marketing, income qualification and the like. The costs of advertising and affirmative marketing of the affordable units (including the contract with the Administrative Agent) shall be the responsibility of the developer, sponsor or owner, unless otherwise determined or agreed to by the Borough.

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

The affirmative marketing plan includes regulations for qualification of income eligibility, price and rent restrictions, bedroom distribution, affordability control periods, and unit marketing in accordance with N.J.A.C. 5:80-26. All newly created affordable units will comply with the affordability controls required by the FHA and UHAC. This plan must be adhered to by all private, non-profit or municipal developers of affordable housing units and must cover the period of deed restriction or affordability controls on each affordable unit. The costs of implementing the affirmative marketing plan (i.e., the costs of advertising the availability of affordable units, contract with the Administrative Agent, etc.) are the responsibilities of the developers of the affordable units. This requirement will be included in the Borough's fair share ordinances and shall be a condition of any municipal development approval.

Conclusion

Clayton Borough has actively provided opportunities for affordable housing, both through an approved HEFSP and by working with affordable housing developers. The Borough proposes to meet its affordable housing obligations through various mechanisms as demonstrated herein.

APPENDIX A – Habitat for Humanity Deeds

APPENDIX B – Supportive Housing Documentation

APPENDIX C – Berk’s Walk Resolution of Approval

APPENDIX D – Providence House Resolution of Approval

Consideration: \$120,000.00
 City: \$120.00 St: \$.00
 N.P.H.R.F.: \$.00 P.H.P.F.A.: \$.00
 E.A.A.: \$.00 Gen Purp: \$.00
 C) \$1M: \$.00 REALTY TOTAL: \$120.00

162198-01

RECORD & RETURN TO:
 GROUP 21 TITLE AGENCY STE 111
 ONE GREENWICH CENTRE
 CLAYTON, NJ 08038
 856-885-2400

LOW + MODERATE INCOME HOUSING

This instrument was prepared by

BRUCE H. E. ROESLER, ESQ.

~~NEW CONSTRUCTION~~
DEED

THIS DEED is made on January 23 2008 between

GRANTOR GLOUCESTER COUNTY HABITAT FOR HUMANITY, INC.
 305 S Broadway
 Pitman, NJ 08071



GRANTEE MICHELE L. BATT
 1 Len Blowe Court
 Clayton, NJ 08312

Docket# 3744 Type: DEE Pages: 6
 James N. Hogan, Gloucester County Clerk
 Receipt#: 3729 04:04:35 P.M. 01/24/2008
 Recording Fee: \$90.00 DE 4494 315

(The words "Grantor" and "Grantee" include all Grantors and all Grantees under this Deed)

In return for the payment to the Grantor by the Grantee of ONE HUNDRED TWENTY THOUSAND (\$120,000.00) DOLLARS, the Grantor grants and conveys to the Grantee all of the land located in the Borough of Clayton of Gloucester, State of New Jersey, specifically described as follows:

Legal Description is attached hereto

Being the same land and premises granted and conveyed to Gloucester County Habitat for Humanity, Inc. by Deed from Vernon R. Robinson and Hazel M. Robinson, his wife, dated August 1, 2001 and recorded on August 3, 2001 in the Gloucester County Clerk's Office in Deed Book 3291, page 218.

RANGE OF AFFORDABILITY. Property shall have a range of affordability control for a period of thirty (30) years from the date of mortgage. Affordability shall be determined by prevailing State and Federal regional guidelines related to income and maximum resale price.

RESALE. I acknowledge and understand that should I sell this property prior the mortgage completion, the sales price shall not exceed the prevailing maximum resale price (MRP) as determined by regional State and Federal guidelines. further, that the resale shall be made to a low income qualified buyer as determined by regional income guidelines.

RIGHT OF FIRST REPURCHASE. Lender has the first option to repurchase the home should I Borrower choose to sell.

GIT/REP-3
(11-07)

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)

GLOUCESTER COUNTY HABITAT FOR HUMANITY, INC.

Current Resident Address:

Street: 305 S BROADWAY

City, Town, Post Office

State

Zip Code

PITMAN

NJ

08071

PROPERTY INFORMATION (Brief Property Description)

Block(s)

Lot(s)

Qualifier

1814

10.03

Street Address:

1 LEN BLOWE COURT

City, Town, Post Office

State

Zip Code

CLAYTON

NJ

08312

Seller's Percentage of Ownership

Consideration

Closing Date

100%

\$120,000.00

1/28/2008

SELLER ASSURANCES (Check the Appropriate Box) (Boxes 2 through 8 apply to NON-residents)

1. ☒ I am a resident taxpayer (individual, estate, or trust) of the State of New Jersey pursuant to N.J.S.A. 54A:1-1 et seq. and will file a resident 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: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).
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.

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.

1/23/08
 Date

Bruce Roessler, President
 (Seller) Please indicate if Power of Attorney or Attorney in Fact

Date

Signature

(Seller) Please indicate if Power of Attorney or Attorney in Fact

receive the accumulated payments of principle, the cost of capital improvements made at my expense and a portion of the caption gain per the below schedule:

Years 1 through 5.....No gain received
 Years 6 through 10.....25% of gains
 Years 11 through 30.....50% of gains

This land is now designated as Lot 10.01, Block 1814 in the municipal tax map.

Subject to all easements and restrictions of record, if any.

The Grantor covenants that grantor has done no act to encumber the said premises.

The Grantor has received the full payment from the Grantee.

In witness whereof, grantor has executed this deed of bargain and sale on the date first above written.

Signed, sealed and
 delivered in the
 presence of or attested by:

Jean Brant
 Jean Brant

GLOUCESTER COUNTY HABITAT FOR
 HUMANITY, INC.

(SEAL)
 by: Bruce H. E. Roesler, Pres.

STATE OF NEW JERSEY
 COUNTY OF GLOUCESTER

I certify that on JANUARY 23, 2008 personally came before me and stated to my satisfaction that this person

- (a) was the maker of the attached Deed;
- (b) was authorized to and did execute this Deed as President of Gloucester County Habitat for Humanity, Inc. the entity named in this Deed;
- (c) made this Deed for \$120,000.00 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) and
- (d) executed this Deed as the act of the entity.

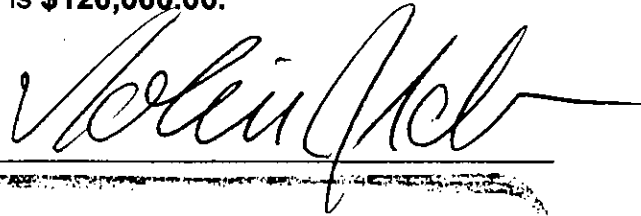
Jean Brant

ACKNOWLEDGMENT BY CORPORATE OFFICER

STATE OF NEW JERSEY, COUNTY OF GLOUCESTER: ss

BE IT REMEMBERED that on **January 23, 2008**, before me, an **Attorney at Law of the State of New Jersey**, an officer authorized to take proofs and acknowledgments in this state, personally appeared, **BRUCE H. E. ROESLER, President of GLOUCESTER COUNTY HABITAT FOR HUMANITY, INC.**, the grantor in the above described deed, and he thereupon acknowledged and proved to my satisfaction that he personally signed, sealed and delivered the aforesaid deed as the voluntary act and deed of the grantor, pursuant to a proper resolution, for the uses and purposes expressed therein.

These persons 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 N.J.S.A. 46:15-5 is **\$120,000.00**.



TOBIN J. SCHMESSER, ESQUIRE
ATTORNEY AT LAW OF NEW JERSEY



Land Surveyors

P. O. Box 145 * Clayton, N.J. 08312

Phone: (856) 881-4931 / Fax: (856) 881-2476

BOUNDARY DESCRIPTION

EA File No. 33937A

April 1, 2007

ALL that certain tract of lands situate in the Borough of Clayton, County of Gloucester and State of New Jersey; bounded and described as follows:

BEGINNING at an iron pin set in the easterly line of Filbert Street (50 feet wide), said point being the northerly end of a curve connecting said easterly line with the northerly line of Len Blowe Court (50 feet wide), and running: thence

(1) along the easterly line of Filbert Street, North 08 degrees 41 minutes 00 seconds West a distance of 97.17 feet to an iron pin set; thence

(2) North 81 degrees 19 minutes 00 seconds East a distance of 87.58 feet to an iron pin set; thence

(3) South 11 degrees 00 minutes 28 seconds East a distance of 119.55 feet to an iron pin set in the northerly line of Len Blowe Court; thence

(4) along said northerly line, South 78 degrees 59 minutes 32 seconds West a distance of 66.47 feet to a point of curvature; thence

(5) curving to the right in a northeasterly to northerly direction on a radius of 25 feet, an arc distance of 40.28 feet to the point and place of beginning.

BEING known as Lot 10.03 in Block 1814 on the Borough of Clayton Tax Maps.

COMMONLY known as 1 Len Blowe Court.

RTF-1 (Rev. 2/19/07)

STATE OF NEW JERSEY

MUST SUBMIT IN DUPLICATE

AFFIDAVIT OF CONSIDERATION FOR USE BY SELLER

(Chapter 49, P.L. 1988, as amended through Chapter 33, P.L. 2006) (N.J.S.A. 46:15-5.1)

BEFORE COMPLETING THIS AFFIDAVIT, PLEASE READ THE INSTRUCTIONS

STATE OF NEW JERSEY

COUNTY

GLOUCESTER

} SS. County Municipal Cod
0801

MUNICIPALITY OF PROPERTY LOCATION CLAYTON

Consideration: \$120,000.00 Exempt Code: A
 Cnty: \$120.00 St: \$.00
 H.P.N.R.F.: \$.00 P.H.P.F.A.: \$.00
 E.A.A.: \$.00 Gen Purp: \$.00
 C) \$IM: \$.00 REALTY TOTAL: \$120.00

Low + Moderate Income Housing

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

Deponent, BRUCE H E ROESLER, being duly sworn according to law upon his/her oath,deposes and says that he/she is the LEGAL REPRESENTATIVE in a deed dated 01/22/08 transferring
(Grantor, Legal Representative, Corporate Officer, Officer of Title Company, Lending Institution, etc.)real property identified as Block number 1814 Lot number 10.03 located at1 LEN BLOWE COURT, BOROUGH OF CLAYTON

(Street Address, Town)

and annexed thereto.

(2) CONSIDERATION \$ 120,000.00 (See Instructions #1 and #5 on reverse side)

(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. 1988, 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 (See 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 Fee, Supplemental Fee, and General Purpose Fee, 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) ☐ 82 years of age or over. * (See 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 THE CASE OF HUSBAND AND WIFE/CIVIL UNION PARTNERS, ONLY ONE GRANTOR NEEDS TO QUALIFY IF TENANTS BY THE ENTIRETY.

C. LOW AND MODERATE INCOME HOUSING (See Instruction #9 on reverse side)

- ☒ Affordable according to H.U.D. standards. ☒ Reserved for occupancy.
- ☒ Meets income requirements of region. ☒ Subject to resale controls.

(6) NEW CONSTRUCTION (See Instructions #2, #10 and #12 on reverse side)

- ☐ Entirely new improvement. ☐ Not previously occupied.
- ☐ Not previously used for any purpose. ☐ "NEW CONSTRUCTION" printed clearly at the top of the first page of the deed.

(7) 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. 1988, as amended through Chapter 33, P.L. 2006.

Subscribed and sworn to before me
this 23 day of January, 2008

Signature of Deponent

Deponent Address

XXX-XXX- 673

Last 3 digits in Grantor's Social Security Number

Grantor Name

305 So Broadway

Grantor Address at Time of Sale

Name/Company of Settlement Officer

TOBIN J. SCHMESSER, ESQUIRE
ATTORNEY AT LAW OF NEW JERSEY

FOR OFFICIAL USE ONLY

Instrument Number _____ County _____

Deed Number _____ Book _____ Page _____

Deed Dated _____ Date Recorded _____

County Recording Officers shall forward one copy of each Affidavit of Consideration for Use by Seller when Section 3A is completed.

STATE OF NEW JERSEY: DIVISION OF TAXATION

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

54606P-01
 RECORD & RETURN TO:
 GROUP 21 TITLE AGENCY
 FIVE GREENTREE CENTRE STE. 111
 MARLTON, NJ 08053
 856-988-2400

Instrument was prepared by

BRUCE H. E. ROESLER, ESQ.

**NEW CONSTRUCTION
 D E E D**

THIS DEED is made on *March 10* 2010 between

GRANTOR GLOUCESTER COUNTY HABITAT FOR HUMANITY, INC.
 305 S Broadway
 Pitman, NJ 08071

GRANTEE REBECCA McCRAY
 2 Len Blowe Court
 Glassboro, NJ 08028



Docket# 21907 Type: DEE Pages: 6
 James M. Hogan, Gloucester County Clerk
 Receipt#: 20744 04:04:22 P.M. 06/09/2010
 Recording Fee: \$90.00 DB 4778 156

(The words "Grantor" and "Grantee" include all Grantors and all Grantees under this Deed)

In return for the payment to the Grantor by the Grantee of ONE HUNDRED TWENTY THOUSAND (\$120,000.00) DOLLARS, the Grantor grants and conveys to the Grantee all of the land located in the Borough of Clayton of Gloucester, State of New Jersey, specifically described as follows:

Legal Description is attached hereto

Being part of the same land and premises granted and conveyed to Gloucester County Habitat for Humanity, Inc. by Deed from Vernon R. Robinson and Hazel M. Robinson, his wife, dated August 1, 2001 and recorded on August 3, 2001 in the Gloucester County Clerk's Office in Deed Book 3291, page 218.

RANGE OF AFFORDABILITY. Property shall have a range of affordability control for a period of thirty (30) years from the date of mortgage. Affordability shall be determined by prevailing State and Federal regional guidelines related to income and maximum resale price.

RESALE. I acknowledge and understand that should I sell this property prior the mortgage completion, the sales price shall not exceed the prevailing maximum resale price (MRP) as determined by regional State and Federal guidelines. further, that the resale shall be made to a low income qualified buyer as determined by regional income guidelines.

RIGHT OF FIRST REPURCHASE. Lender has the first option to repurchase the home should I Borrower choose to sell.

Consideration: \$120,000.00 Exempt Code: D
 City: \$120.00 St: \$.00
 N.J.A.H.T.F.: \$60.00 P.H.P.F.A.: \$60.00
 E.A.A.: \$240.00 Gen Purp: \$.00
 C) \$1H: \$.00 REALTY TOTAL: \$480.00

GIT/REP-3
(10-09)

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)

GLOUCESTER COUNTY HABITAT FOR HUMANITY, INC.

Current Resident Address:

Street: 305 S BROADWAY

City, Town, Post Office

State

Zip Code

PITMAN

NJ

08071

PROPERTY INFORMATION (Brief Property Description)

Block(s)

Lot(s)

Qualifier

1814

10.04

Street Address:

2 LEN BLOWE COURT

City, Town, Post Office

State

Zip Code

GLASSBORO

NJ

08071

Seller's Percentage of Ownership

Consideration

Closing Date

100%

\$120,000.00

3-10-10

SELLER ASSURANCES (Check the Appropriate Box) (Boxes 2 through 8 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: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.

SELLER(S) DECLARATION

The undersigned understands that this declaration and its contents may be disclosed or provided to the New Jersey Division of Taxation and that any false statement contained herein could be punished by fine, imprisonment, or both. I furthermore declare that I have examined this declaration and, to the best of my knowledge and belief, it is true, correct and complete.

3-10-10

Date

Signature

(Seller) Please indicate if Power of Attorney or Attorney in Fact

Robert Zwart,
President

Date

Signature

(Seller) Please indicate if Power of Attorney or Attorney in Fact

SHARED APPRECIATION. Upon sale of property, I am entitled to receive the accumulated payments of principle, the cost of capital improvements made at my expense and a portion of the capital gain per the below schedule:

Years 1 through 5.....No gain received
 Years 6 through 10.....25% of gains
 Years 11 through 30.....50% of gains

This land is now designated as Lot 10.04, Block 1814 in the municipal tax map.

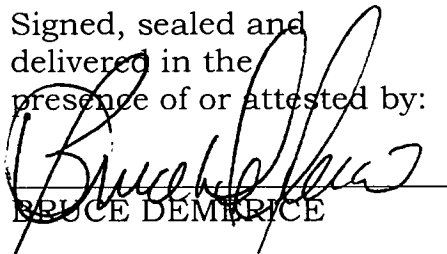
Subject to all easements and restrictions of record, if any.

The Grantor covenants that grantor has done no act to encumber the said premises.

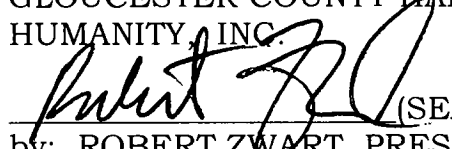
The Grantor has received the full payment from the Grantee.

In witness whereof, grantor has executed this deed of bargain and sale on the date first above written.

Signed, sealed and
 delivered in the
 presence of or attested by:


 BRUCE DEMERICE

GLOUCESTER COUNTY HABITAT FOR
 HUMANITY, INC.

 (SEAL)
 by: ROBERT ZWART, PRESIDENT

STATE OF NEW JERSEY
 COUNTY OF *Gloucester*

I am a *Notary Public* an officer authorized to take acknowledgments and proofs in this State. I sign this acknowledgment below to certify that it was made before me.

On *March 10*, 2010 Bruce Demerice (from now on called the "Witness") appeared before me in person. The Witness was duly sworn by me according to law under oath and stated and provided to my satisfaction that :

1. The Witness is the Secretary of the Corporation which is Grantor in this Deed.

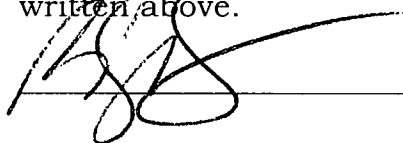
2. Robert Zwart the officer who signed this Deed, is the President of the Corporation (from now on called the "Corporate Officer").

3. The making, signing, sealing, and delivery of this Deed have been duly authorized by a proper resolution of the Board of Directors of the Corporation.

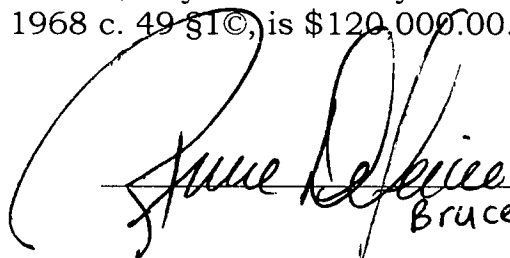
4. The Witness knows the corporate seal of the Corporation. The seal affixed to this Deed is the corporate seal of the Corporation. The seal was affixed to this Deed by the Corporate Officer. The Corporate Officer signed and delivered this Deed as and for the voluntary act and deed of the Corporation. All this was done in the presence of the Witness who signed this Deed as attesting witness. This Witness signs this proof to attest to the truth of these facts.

This Witness 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 §1©, is \$120,000.00.

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

A handwritten signature in black ink, appearing to be 'B. J. Dougherty', written over a horizontal line.

BARBARA J. DOUGHERTY
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Mar. 26, 2012

A handwritten signature in black ink, appearing to be 'Bruce Demerice', written over a horizontal line.

Bruce Demerice

EXHIBIT "A"

LEGAL DESCRIPTION

File No.: **5460GP-01**

REVISED

ALL THAT CERTAIN tract or parcel of land and premises lying, being and situate in Clayton Boro, Gloucester County, and State of New Jersey being more particularly described as follows:

BEGINNING at a concrete monument found in the Northerly line of Len Blowe Court (50 feet wide), said point being in the division line of Lots 10.03 and 10.04 on Plan hereinafter mentioned, said point also being North 78 degrees 59 minutes 32 seconds West a distance of 66.47 feet from the Easterly end of a curve, having a radius of 25 feet, said curve connecting said Northerly line with the Easterly line of Filbert Street (30 feet wide), and running; thence

(1) North 11 degrees 00 minutes 28 seconds West a distance of 119.55 feet to an iron pin set; thence

(2) North 81 degrees 19 minutes 00 seconds East a distance of 14.92 feet to an iron pin set; thence

(3) North 78 degrees 59 minutes 32 seconds East a distance of 65.09 feet to an iron pin set; thence

(4) South 11 degrees 00 minutes 28 seconds East a distance of 118.94 feet to an iron pin set in the Northerly line of Len Blowe Court; thence

(5) Along said Northerly line, South 78 degrees 59 minutes 32 seconds West a distance of 80.00 feet to the point and place of beginning.

BEING known as Lot 10.04 on Final Plat, Section II, Gloucester County Habitat for Humanity, Inc.

BEING premises No. 2 Len Blowe Court.

BEING Block: 1814, Lot: 10.04

RTF-1 (Rev. 7/08)
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 GLOUCESTER

} SS. County Municipal Code
0801

FOR RECORDER'S USE ONLY

Consideration \$ _____
RTF paid by seller \$ _____
Date _____ By _____

MUNICIPALITY OF PROPERTY LOCATION Clayton Boro

*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, Gloucester county Habitat for Humanity, Inc., being duly sworn according to law upon his/her oath,

(Name)

deposes and says that he/she is the Grantor in a deed dated March 10, 2010 transferring
(Grantor, Legal Representative, Corporate Officer, Officer of Title Company, Lending Institution, etc.)

real property identified as Block number 1814 Lot number 10.04 located at

2 Len Blowe Court, Glassboro, NJ, 08028

and annexed thereto.

(Street Address, Town)

(2) CONSIDERATION \$ 120,000.00 (See Instructions #1 and #5 on reverse side)

(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 (See 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 Fee, Supplemental Fee, and General Purpose Fee, 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. * (See Instruction #9 on reverse side for A or B)
B. **BLIND PERSON** Grantor(s) ☐ legally blind or; *
C. **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 THE CASE OF HUSBAND AND WIFE, PARTNERS IN A CIVIL UNION COUPLE, ONLY ONE GRANTOR NEEDS TO QUALIFY IF TENANTS BY THE ENTIRETY.

C. **LOW AND MODERATE INCOME HOUSING** (See Instruction #9 on reverse side)

- ☐ Affordable according to H.U.D. standards. ☐ Reserved for occupancy.
☐ Meets income requirements of region. ☐ Subject to resale controls.

(6) NEW CONSTRUCTION (See Instructions #2, #10 and #12 on reverse side)

- ☒ Entirely new improvement. ☒ Not previously occupied.
☒ Not previously used for any purpose. ☒ "NEW CONSTRUCTION" printed clearly at the top of the first page of the deed.

(7) 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 10th day of March, 2010

[Signature]
My commission expires 3/27/11
State of New Jersey
Notary Public
LAURIE B DEPERRO

[Signature]
Signature of Deponent

[Signature] Gloucester Co. Habitat for Humanity
305 South Broadway, Pitman, NJ

Deponent Address
XXX-XXX-2666

Grantor Address at Time of Sale
V Mason/Group 21 Title Agency

Last 3 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 Affidavit of Consideration for Use by Seller when Section 3A is completed.

STATE OF NEW JERSEY - DIVISION OF TAXATION

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

537168-01
 RECORD & RETURN TO:
 GROUP 21 TITLE AGENCY
 FIVE ORIENTREE CENTRE STE. 111
 MARLTON, NJ 08053
 856-985-2400

This instrument was prepared by


 BRUCE H. E. ROESLER, ESQ.

**NEW CONSTRUCTION
 D E E D**

THIS DEED is made on MARCH 31 2010 between

GRANTOR GLOUCESTER COUNTY HABITAT FOR HUMANITY, INC.
 305 S Broadway
 Pitman, NJ 08071

GRANTEE AHMED SHIRE
 4Len Blowe Court
 Glassboro, NJ 08028



Docket# 14449 Type: DEE Pages: 6
 James N. Hogan, Gloucester County Clerk
 Receipt#: 14110 09:45:55 A.M. 04/20/2010
 Recording Fee: \$90.00 DB 4760 28

(The words "Grantor" and "Grantee" include all Grantors and all Grantees under this Deed)

In return for the payment to the Grantor by the Grantee of ONE HUNDRED TWENTY THOUSAND (\$120,000.00) DOLLARS, the Grantor grants and conveys to the Grantee all of the land located in the Borough of Clayton of Gloucester, State of New Jersey, specifically described as follows:

Legal Description is attached hereto

Being part of the same land and premises granted and conveyed to Gloucester County Habitat for Humanity, Inc. by Deed from Vernon R. Robinson and Hazel M. Robinson, his wife, dated August 1, 2001 and recorded on August 3, 2001 in the Gloucester County Clerk's Office in Deed Book 3291, page 218.

RANGE OF AFFORDABILITY. Property shall have a range of affordability control for a period of thirty (30) years from the date of mortgage. Affordability shall be determined by prevailing State and Federal regional guidelines related to income and maximum resale price.

RESALE. I acknowledge and understand that should I sell this property prior the mortgage completion, the sales price shall not exceed the prevailing maximum resale price (MRP) as determined by regional State and Federal guidelines. further, that the resale shall be made to a low income qualified buyer as determined by regional income guidelines.

RIGHT OF FIRST REPURCHASE. Lender has the first option to repurchase the home should I Borrower choose to sell.

Consideration: \$120,000.00 Exempt Code: S
 City: \$120.12 St: \$299.28
 N.J.A.H.T.F.: \$.00 P.H.P.F.A.: \$60.00
 E.A.A.: \$.00 Gen Fund: \$.00
 C) \$1M: \$.00 REALTY TOTAL: \$480.00

GIT/REP-3
(10-09)

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)

GLOUCESTER COUNTY HABITAT FOR HUMANITY, INC.

Current Resident Address:

Street: 305 S BROADWAY

City, Town, Post Office

State

Zip Code

PITMAN

NJ

08071

PROPERTY INFORMATION (Brief Property Description)

Block(s)

Lot(s)

Qualifier

1814

10.05

Street Address:

3 LEN BLOWE COURT

City, Town, Post Office

State

Zip Code

GLASSBORO

NJ

08028

Seller's Percentage of Ownership

Consideration

Closing Date

100%

\$120,000.00

3-31-10

SELLER ASSURANCES (Check the Appropriate Box) (Boxes 2 through 8 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: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.

SELLER(S) DECLARATION

The undersigned understands that this declaration and its contents may be disclosed or provided to the New Jersey Division of Taxation and that any false statement contained herein could be punished by fine, imprisonment, or both. I furthermore declare that I have examined this declaration and, to the best of my knowledge and belief, it is true, correct and complete.

3/31/2010
Date

X
Signature Robert Zwart, President
(Seller) Please indicate if Power of Attorney or Attorney in Fact

Date

Signature

(Seller) Please indicate if Power of Attorney or Attorney in Fact

SHARED APPRECIATION. Upon sale of property, I am entitled to receive the accumulated payments of principle, the cost of capital improvements made at my expense and a portion of the capital gain per the below schedule:

Years 1 through 5.....No gain received
 Years 6 through 10.....25% of gains
 Years 11 through 30.....50% of gains

This land is now designated as Lot 10.06, Block 1814 in the municipal tax map.

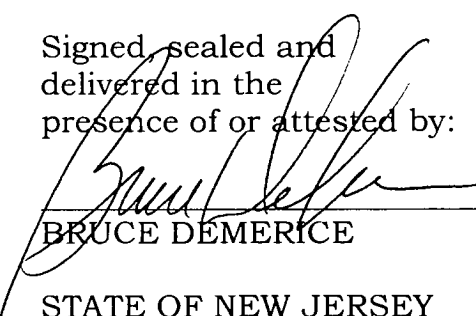
Subject to all easements and restrictions of record, if any.

The Grantor covenants that grantor has done no act to encumber the said premises.

The Grantor has received the full payment from the Grantee.

In witness whereof, grantor has executed this deed of bargain and sale on the date first above written.

Signed, sealed and
 delivered in the
 presence of or attested by:


 BRUCE DEMERICE

GLOUCESTER COUNTY HABITAT FOR
 HUMANITY, INC.

 (SEAL)
 by: ROBERT ZWART, PRESIDENT

STATE OF NEW JERSEY
 COUNTY OF *Gloucester*

I am a *NOTARY PUBLIC* an officer authorized to take acknowledgments and proofs in this State. I sign this acknowledgment below to certify that it was made before me.

On *MARCH 31*, 2010 BRUCE DEMERICE (from now on called the "Witness") appeared before me in person. The Witness was duly sworn by me according to law under oath and stated and provided to my satisfaction that :

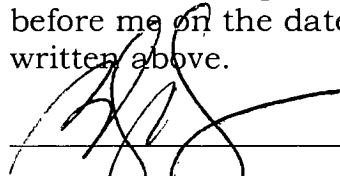
1. The Witness is the Secretary of the Corporation which is Grantor in this Deed.
2. Robert Zwart the officer who signed this Deed, is the President of the Corporation (from now on called the "Corporate Officer").

3. The making, signing, sealing, and delivery of this Deed have been duly authorized by a proper resolution of the Board of Directors of the Corporation.

4. The Witness knows the corporate seal of the Corporation. The seal affixed to this Deed is the corporate seal of the Corporation. The seal was affixed to this Deed by the Corporate Officer. The Corporate Officer signed and delivered this Deed as and for the voluntary act and deed of the Corporation. All this was done in the presence of the Witness who signed this Deed as attesting witness. This Witness signs this proof to attest to the truth of these facts.

This Witness 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 §1©, is \$120,000.00.

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

A handwritten signature in black ink, appearing to be "Barbara J. Dougherty", written over a horizontal line.

BARBARA J. DOUGHERTY
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Mar. 26, 2012

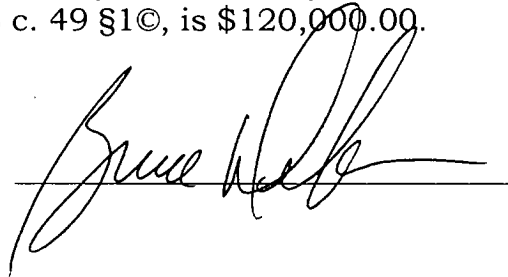
A handwritten signature in black ink, appearing to be "Bruce Webb", written over a horizontal line.

EXHIBIT "A"

LEGAL DESCRIPTION

File No.: **5377GP-01**

REVISED

ALL THAT CERTAIN tract or parcel of land and premises lying, being and situate in Clayton Boro, Gloucester County, and State of New Jersey being more particularly described as follows:

BEGINNING at an iron pin set in the Northerly line of Len Blowe Court (50 feet wide) said point being in the division line of Lots 10.04 and 10.05 on Plan hereinafter mentioned, said point also being North 78 degrees 59 minutes 32 seconds West a distance of 146.47 feet from the Easterly end of a curve, having a radius of 25 feet, said curve connecting said Northerly line with the Easterly line of Filbert Street (30 feet wide), and running; thence

(1) North 11 degrees 00 minutes 28 seconds West a distance of 118.94 feet to an iron pin set; thence

(2) North 78 degrees 59 minutes 32 seconds East a distance of 61.69 feet to an iron pin set in the curved Southwesterly line of Len Blowe Court; thence

(3) Along said Southwesterly line, curving to the left in a Southeasterly to Easterly direction on a radius of 50 feet, an arc distance of 37.82 feet to a point of reverse curve; thence

(4) Along same, curving to the right in a Southeasterly to Southerly direction on a radius of 25 feet, an arc distance of 30.77 feet to a point of compound curve; thence

(5) Still along same, curving to the right in a South to Southwesterly direction on a radius of 75 feet, an arc distance of 109.25 feet to a concrete monument found at a point of tangency; thence

(6) Along said Northerly line of Len Blowe Court, South 78 degrees 59 minutes 32 seconds West a distance of 25.86 feet to the point and place of beginning.

BEING known as Lot 10.05 on Final Plat, Section II, Gloucester County Habitat for Humanity, Inc.

BEING premises No. 3 Len Blowe Court.

BEING Block: 1814, Lot: 10.05

RTF-1 (Rev. 7/08)
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

GLOUCESTER

0801

MUNICIPALITY OF PROPERTY LOCATION CLAYTON

FOR RECORDER'S USE ONLY

Consideration \$ _____
RTF paid by seller \$ _____
Date _____ By _____

*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, BRUCE H E ROESLER, being duly sworn according to law upon his/her oath,
(Name)
deposes and says that he/she is the LEGAL REPRESENTATIVE in a deed dated 3/31/10 transferring
(Grantor, Legal Representative, Corporate Officer, Officer of Title Company, Lending Institution, etc.)
real property identified as Block number 1814 Lot number 10.05 located at
3 LEN BLOWE COURT, CLAYTON and annexed thereto.
(Street Address, Town)

(2) CONSIDERATION \$ 120,000.00 (See Instructions #1 and #5 on reverse side)

(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 (See 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 Fee, Supplemental Fee, and General Purpose Fee, 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. * (See 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 THE CASE OF HUSBAND AND WIFE, PARTNERS IN A CIVIL UNION COUPLE, ONLY ONE GRANTOR NEEDS TO QUALIFY IF TENANTS BY THE ENTIRETY.

C. LOW AND MODERATE INCOME HOUSING (See Instruction #9 on reverse side)

- ☒ Affordable according to H.U.D. standards. ☒ Reserved for occupancy.
☒ Meets income requirements of region. ☒ Subject to resale controls.

(6) NEW CONSTRUCTION (See Instructions #2, #10 and #12 on reverse side)

- ☒ Entirely new improvement. ☒ Not previously occupied.
☒ Not previously used for any purpose. ☒ "NEW CONSTRUCTION" printed clearly at the top of the first page of the deed.

(7) 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 31 day of Mar, 2010

BARBARA J. DOUGHERTY
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Mar. 26, 2012

Signature of Deponent [Signature] Grantor Name Gloucester Co. Habitat for Humanity
Deponent Address 305 S. Broadway, Pitman, NJ Grantor Address at Time of Sale V. Mason/Group Title Agency
Last 3 digits in Grantor's Social Security Number 524 Name/Company of Settlement Officer [Signature]

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

County Recording Officers shall forward one copy of each Affidavit of Consideration for Use by Seller when Section 3A is completed.

STATE OF NEW JERSEY - DIVISION OF TAXATION

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.shtml.

RECORD & RETURN TO:
GROUP 21 TITLE AGENCY
FIVE GREENTREE CENTRE STE. 111
MARLTON, NJ 08053
856-985-2400

Consideration: \$120,000.00 Exempt Code: S
Cnty: \$120.12 St: \$299.88
N.J.A.H.T.F.: \$.00 P.H.F.F.A.: \$60.00
E.A.A.: \$.00 Gen Purp: \$.00
JTM: \$.00 REALTY TOTAL: \$480.00

This instrument was prepared by

BRUCE H. E. ROESLER, ESQ.

**NEW CONSTRUCTION
D E E D**

THIS DEED is made on MARCH 17, 2010 between

GRANTOR GLOUCESTER COUNTY HABITAT FOR HUMANITY, INC.
305 S Broadway
Pitman, NJ 08071

GRANTEE EVELYN DORMEKPOR
4Len Blowe Court
Glassboro, NJ 08028



Docket#: 11793 Type: DEE Pages: 5
James N. Hogan, Gloucester County Clerk
Receipt#: 11548 10:28:26 A.M. 03/31/2010
Recording Fee: \$80.00 DB 4754 28

(The words "Grantor" and "Grantee" include all Grantors and all Grantees under this Deed)

In return for the payment to the Grantor by the Grantee of ONE HUNDRED TWENTY THOUSAND (\$120,000.00) DOLLARS, the Grantor grants and conveys to the Grantee all of the land located in the Borough of Clayton of Gloucester, State of New Jersey, specifically described as follows:

Legal Description is attached hereto

Being part of the same land and premises granted and conveyed to Gloucester County Habitat for Humanity, Inc. by Deed from Vernon R. Robinson and Hazel M. Robinson, his wife, dated August 1, 2001 and recorded on August 3, 2001 in the Gloucester County Clerk's Office in Deed Book 3291, page 218.

RANGE OF AFFORDABILITY. Property shall have a range of affordability control for a period of thirty (30) years from the date of mortgage. Affordability shall be determined by prevailing State and Federal regional guidelines related to income and maximum resale price.

RESALE. I acknowledge and understand that should I sell this property prior the mortgage completion, the sales price shall not exceed the prevailing maximum resale price (MRP) as determined by regional State and Federal guidelines. further, that the resale shall be made to a low income qualified buyer as determined by regional income guidelines.

RIGHT OF FIRST REPURCHASE. Lender has the first option to repurchase the home should I Borrower choose to sell.

GIT/REP-3
(10-09)

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)

GLOUCESTER COUNTY HABITAT FOR HUMANITY, INC.

Current Resident Address:

Street: 305 S BROADWAY

City, Town, Post Office

State

Zip Code

PITMAN

NJ

08071

PROPERTY INFORMATION (Brief Property Description)

Block(s)

Lot(s)

Qualifier

1814

10.06

Street Address:

4 LEN BLOWE COURT

City, Town, Post Office

State

Zip Code

GLASSBORO

NJ

08071

Seller's Percentage of Ownership

Consideration

Closing Date

100%

\$120,000.00

3-18-10

SELLER ASSURANCES (Check the Appropriate Box) (Boxes 2 through 8 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: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.

SELLER(S) DECLARATION

The undersigned understands that this declaration and its contents may be disclosed or provided to the New Jersey Division of Taxation and that any false statement contained herein could be punished by fine, imprisonment, or both. I furthermore declare that I have examined this declaration and, to the best of my knowledge and belief, it is true, correct and complete.

3/17/10
Date

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

SHARED APPRECIATION. Upon sale of property, I am entitled to receive the accumulated payments of principle, the cost of capital improvements made at my expense and a portion of the capital gain per the below schedule:

Years 1 through 5.....No gain received
 Years 6 through 10.....25% of gains
 Years 11 through 30.....50% of gains

This land is now designated as Lot 10.06, Block 1814 in the municipal tax map.

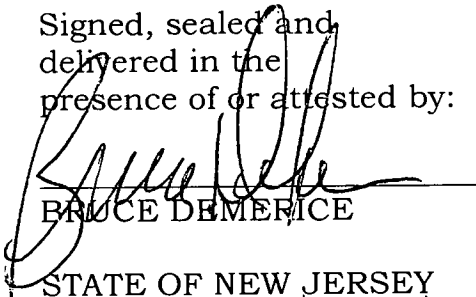
Subject to all easements and restrictions of record, if any.

The Grantor covenants that grantor has done no act to encumber the said premises.

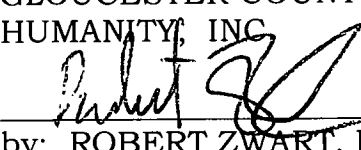
The Grantor has received the full payment from the Grantee.

In witness whereof, grantor has executed this deed of bargain and sale on the date first above written.

Signed, sealed and
 delivered in the
 presence of or attested by:


 BRUCE DEMERICE

GLOUCESTER COUNTY HABITAT FOR
 HUMANITY, INC

 (SEAL)
 by: ROBERT ZWART, PRESIDENT

STATE OF NEW JERSEY
 COUNTY OF Gloucester

I am a Notary Public an officer authorized to take acknowledgments and proofs in this State. I sign this acknowledgment below to certify that it was made before me.

On MARCH 17, 2010 BRUCE DEMERICE (from now on called the "Witness") appeared before me in person. The Witness was duly sworn by me according to law under oath and stated and provided to my satisfaction that :

1. The Witness is the Secretary of the Corporation which is Grantor in this Deed.

2. Robert Zwart the officer who signed this Deed, is the President of the Corporation (from now on called the "Corporate Officer").

3. The making, signing, sealing, and delivery of this Deed have been duly authorized by a proper resolution of the Board of Directors of the Corporation.

4. The Witness knows the corporate seal of the Corporation. The seal affixed to this Deed is the corporate seal of the Corporation. The seal was affixed to this Deed by the Corporate Officer. The Corporate Officer signed and delivered this Deed as and for the voluntary act and deed of the Corporation. All this was done in the presence of the Witness who signed this Deed as attesting witness. This Witness signs this proof to attest to the truth of these facts.

This Witness 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 §1©, is \$120,000.00.

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

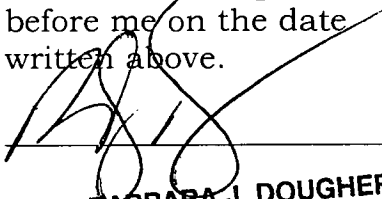
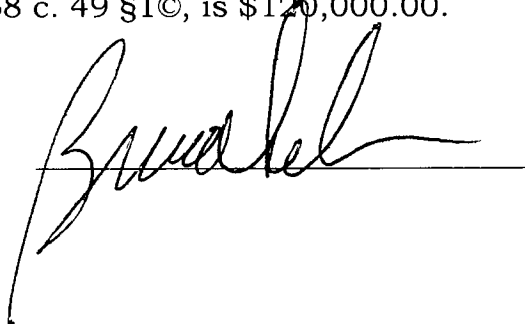

BARBARA J. DOUGHERTY
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Mar. 26, 2012

EXHIBIT "A"

LEGAL DESCRIPTION

File No: 5380GP-01

REVISED

ALL THAT CERTAIN tract or parcel of land and premises lying, being and situate in Clayton Boro, Gloucester County, and State of New Jersey being more particularly described as follows:

BEGINNING at an iron pin set in the curved Southwesterly line of Len Blowe Court (50 feet wide), said point being in the division line of Lots 10.05 and 10.06 on Plan hereinafter mentioned, said point also being a total arc and tangent distance of 350.17 feet from the Easterly end of a curve, having a radius of 25 feet, said curve connecting the Northerly line of Len Blowe Court with the Easterly line of Filbert Street (30 feet wide), and running; thence

(1) South 78 degrees 59 minutes 32 seconds West a distance of 126.78 feet to an iron pin set; thence

(2) North 08 degrees 41 minutes 00 seconds West a distance of 182.88 feet to a concrete monument found; thence

(3) South 56 degrees 12 minutes 10 seconds East a distance of 184.10 feet to an iron pin set in the curved Northwesternly line of Len Blowe Court; thence

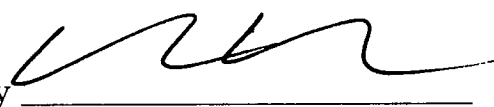
(4) Along said Northwesternly line, curving to the left in a South to Southeasterly direction on a radius of 50 feet, an arc distance of 57.26 feet to the point and place of beginning.

BEING known as Lot 10.06 on Final Plat, Section II, Gloucester County Habitat for Humanity, Inc.

BEING premises No. 4 Len Blowe Court.

BEING Block: 1814, Lot: 10.06

53786P-01
 RECORD & RETURN TO:
 GROUP 21 TITLE AGENCY
 FIVE GREENTREE CENTRE STE. 111
 MARLTON, NJ 08053
 856-985-2400

This instrument was prepared by 
 BRUCE H. E. ROESLER, ESQ.

NEW CONSTRUCTION

DEED

THIS DEED is made on MARCH 9, 2010 between

GRANTOR GLOUCESTER COUNTY HABITAT FOR HUMANITY, INC.
 305 S Broadway
 Pitman, NJ 08071



GRANTEE ANNETTE BYRD
 5 Len Blowe Court
 Glassboro, NJ 08028

Docket# 11760 Type: DEE Pages: 6
 James N. Hogan, Gloucester County Clerk
 Receipt#: 11511 03:58:32 P.M. 03/30/2010
 Recording Fee: \$90.00 DB 4754 1

(The words "Grantor" and "Grantee" include all Grantors and all Grantees under this Deed)

In return for the payment to the Grantor by the Grantee of ONE HUNDRED TWENTY THOUSAND (\$120,000.00) DOLLARS, the Grantor grants and conveys to the Grantee all of the land located in the Borough of Clayton of Gloucester, State of New Jersey, specifically described as follows:

Legal Description is attached hereto

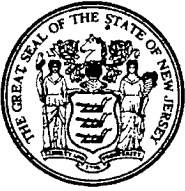
Being part of the same land and premises granted and conveyed to Gloucester County Habitat for Humanity, Inc. by Deed from Vernon R. Robinson and Hazel M. Robinson, his wife, dated August 1, 2001 and recorded on August 3, 2001 in the Gloucester County Clerk's Office in Deed Book 3291, page 218.

RANGE OF AFFORDABILITY. Property shall have a range of affordability control for a period of thirty (30) years from the date of mortgage. Affordability shall be determined by prevailing State and Federal regional guidelines related to income and maximum resale price.

RESALE. I acknowledge and understand that should I sell this property prior the mortgage completion, the sales price shall not exceed the prevailing maximum resale price (MRP) as determined by regional State and Federal guidelines. further, that the resale shall be made to a low income qualified buyer as determined by regional income guidelines.

RIGHT OF FIRST REPURCHASE. Lender has the first option to repurchase the home should I Borrower choose to sell.

Consideration: \$120,000.00 Exempt Code: D
 Cnty: \$120.00 St: \$.00
 N.J.A.H.T.F.: \$60.00 P.H.P.F.A.: \$60.00
 E.A.A.: \$240.00 Gen Purp: \$.00
 C) \$1M: \$.00 REALTY TOTAL: \$480.00

GIT/REP-3
(10-09)

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)

GLOUCESTER COUNTY HABITAT FOR HUMANITY, INC.

Current Resident Address:

Street: 305 S BROADWAY

City, Town, Post Office

State

Zip Code

PITMAN

NJ

08071

PROPERTY INFORMATION (Brief Property Description)

Block(s)

Lot(s)

Qualifier

1814

10.07

Street Address:

5 LEN BLOWE COURT

City, Town, Post Office

State

Zip Code

GLASSBORO

NJ

08071

Seller's Percentage of Ownership

Consideration

Closing Date

100%

\$120,000.00

3-9-10

SELLER ASSURANCES (Check the Appropriate Box) (Boxes 2 through 8 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: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.

SELLER(S) DECLARATION

The undersigned understands that this declaration and its contents may be disclosed or provided to the New Jersey Division of Taxation and that any false statement contained herein could be punished by fine, imprisonment, or both. I furthermore declare that I have examined this declaration and, to the best of my knowledge and belief, it is true, correct and complete.

3/9/10
Date

X

[Signature]
Signature
(Seller) Please indicate if Power of Attorney or Attorney in Fact

Date

Signature

(Seller) Please indicate if Power of Attorney or Attorney in Fact

SHARED APPRECIATION. Upon sale of property, I am entitled to receive the accumulated payments of principle, the cost of capital improvements made at my expense and a portion of the capital gain per the below schedule:

Years 1 through 5.....No gain received
 Years 6 through 10.....25% of gains
 Years 11 through 30.....50% of gains

This land is now designated as Lot 10.07, Block 1814 in the municipal tax map.

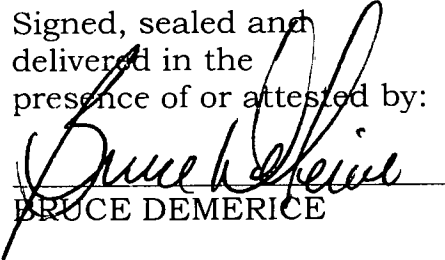
Subject to all easements and restrictions of record, if any.

The Grantor covenants that grantor has done no act to encumber the said premises.

The Grantor has received the full payment from the Grantee.

In witness whereof, grantor has executed this deed of bargain and sale on the date first above written.

Signed, sealed and delivered in the presence of or attested by:


 BRUCE DEMERICE

GLOUCESTER COUNTY HABITAT FOR HUMANITY, INC.

 (SEAL)
 by: ROBERT ZWART, PRESIDENT

STATE OF NEW JERSEY
 COUNTY OF Gloucester

I am a *Notary Public* an officer authorized to take acknowledgments and proofs in this State. I sign this acknowledgment below to certify that it was made before me.

On *March 10*, 2010 Bruce Demerice (from now on called the "Witness") appeared before me in person. The Witness was duly sworn by me according to law under oath and stated and provided to my satisfaction that :

1. The Witness is the Secretary of the Corporation which is Grantor in this Deed.

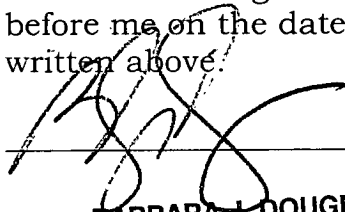
2. Robert Zwart the officer who signed this Deed, is the President of the Corporation (from now on called the "Corporate Officer").

3. The making, signing, sealing, and delivery of this Deed have been duly authorized by a proper resolution of the Board of Directors of the Corporation.

4. The Witness knows the corporate seal of the Corporation. The seal affixed to this Deed is the corporate seal of the Corporation. The seal was affixed to this Deed by the Corporate Officer. The Corporate Officer signed and delivered this Deed as and for the voluntary act and deed of the Corporation. All this was done in the presence of the Witness who signed this Deed as attesting witness. This Witness signs this proof to attest to the truth of these facts.

This Witness 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 §1©, is \$120,000.00.

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



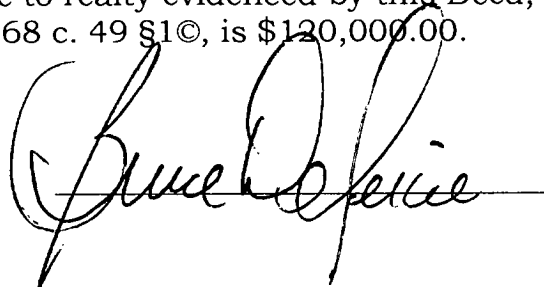
BARBARA J. DOUGHERTY
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Mar. 26, 2012

EXHIBIT "A"

LEGAL DESCRIPTION

File No: 5378GP-01

REVISED

ALL THAT CERTAIN tract or parcel of land and premises lying, being and situate in Clayton Boro, Gloucester County, and State of New Jersey being more particularly described as follows:

BEGINNING at an iron pin set in the curved Northwesternly line of Len Blowe Court (50 feet wide), said point being in the division line of Lots 10.06 and 10.07 on Plan hereinafter mentioned, said point also being a total arc and tangent distance of 407.43 feet from the Easterly end of a curve, having a radius of 25 feet, said curve connecting said Northwesternly line with the Easterly line of Filbert Street (30 feet wide), and running; thence

(1) North 56 degrees 12 minutes 10 seconds West a distance of 184.10 feet to a concrete monument found; thence

(2) North 85 degrees 32 minutes 00 seconds East a distance of 252.40 feet to an iron pin found; thence

(3) South 20 degrees 51 minutes 12 seconds West a distance of 110.39 feet to an iron pin set in the curved Northeasterly line of Len Blowe Court; thence

(4) Along said Northeasterly line, curving to the left in a Westerly to Southwesterly direction on a radius of 50 feet, an arc distance of 67.24 feet to the point and place of beginning.

BEING premises No. 5 Len Blowe Court.

BEING Block: 1814, Lot: 10.07

RTF-1 (Rev. 7/08)
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 GLOUCESTER

SS. County Municipal Code
0810

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

MUNICIPALITY OF PROPERTY LOCATION Clayton Boro

*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, Michael Cathin Bana, being duly sworn according to law upon his/her oath,
(Name)
deposes and says that he/she is the Officer of the Title Co in a deed dated March 9 2010 transferring
(Grantor, Legal Representative, Corporate Officer, Officer of Title Company, Lending Institution, etc.)

real property identified as Block number 1814 Lot number 10.07 located at
5 Len Blowe Court, Glassboro, NJ, 08028 and annexed thereto.
(Street Address, Town)

(2) CONSIDERATION \$ 120,000.00 (See Instructions #1 and #5 on reverse side)

(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 (See 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 Fee, Supplemental Fee, and General Purpose Fee, 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. * (See 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 THE CASE OF HUSBAND AND WIFE, PARTNERS IN A CIVIL UNION COUPLE, ONLY ONE GRANTOR NEEDS TO QUALIFY IF TENANTS BY THE ENTIRETY.

C. **LOW AND MODERATE INCOME HOUSING** (See Instruction #9 on reverse side)

☐ Affordable according to H.U.D. standards. ☐ Reserved for occupancy.
☐ Meets income requirements of region. ☐ Subject to resale controls.

(6) NEW CONSTRUCTION (See Instructions #2, #10 and #12 on reverse side)

☒ Entirely new improvement. ☒ Not previously occupied.
☒ Not previously used for any purpose. **"NEW CONSTRUCTION"** printed clearly at the top of the first page of the deed.

(7) 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 9 day of March, 2010

KATHLEEN A. GASTRO
NOTARY PUBLIC OF NEW JERSEY
Commission Expires 11/28/2011

Signature of Deponent Michael Cathin Bana Grantor Name Michael Cathin Bana
Fire Green Tree Center, Fire Green Tree, Srdem
Thornton NJ 08053 Deponent Address Thornton NJ 08053 Grantor Address at Time of Sale
41025 Last 3 digits in Grantor's Social Security Number Group 21746 Agency 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 Affidavit of Consideration for Use by Seller when Section 3A is completed.

STATE OF NEW JERSEY- DIVISION OF TAXATION

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

Rec. 154

83506401
 RECORD & RETURN TO:
 GROUP 21 TITLE AGENCY
 FIVE GREENTREE CENTRE STE. 111
 MARLTON, NJ 08053
 856-985-2400

This instrument was prepared by

BRUCE H. E. ROESLER, ESQ.

NEW CONSTRUCTION
 D E E D

THIS DEED is made on JANUARY 27, 2012 between

GRANTOR GLOUCESTER COUNTY HABITAT FOR HUMANITY, INC.
 425 S Broadway
 Pitman, NJ 08071

GRANTEE ^{M.} TONI MERLINO, *singlewoman*
 6 Len Blowe Court
 Glassboro, NJ 08028

Consideration: 125,000.00 Tax/Code: B
 County: 125.00 State: .00
 NJAHIT: .00 PHFA: .00
 EAA: .00
 GenFur: .00
 C\$1H: .00
 REELTY TOTAL: 125.00

(The words "Grantor" and "Grantee" include all Grantors and all Grantees under this Deed)

In return for the payment to the Grantor by the Grantee of ONE HUNDRED TWENTY FIVE THOUSAND (\$125,000.00) DOLLARS, the Grantor grants and conveys to the Grantee all of the land located in the Borough of Clayton, County of Gloucester, State of New Jersey, specifically described as follows:

Legal Description is attached hereto

Being part of the same land and premises granted and conveyed to Gloucester County Habitat for Humanity, Inc. by Deed from the City of Woodbury, dated July 1, 2008 and recorded on August 1, 2008 in the Gloucester County Clerk's Office in Deed Book 4565, page 237.

Also being the same land and premises granted and conveyed to Gloucester County Habitat for Humanity, Inc. by Deed of Correction from the City of Woodbury, dated December 22, 2010 and recorded immediately prior to this deed in the Gloucester County Clerk's Office.

RANGE OF AFFORDABILITY. Property shall have a range of affordability control for a period of thirty (30) years from the date of mortgage. Affordability shall be determined by prevailing State and Federal regional guidelines related to income and maximum resale price.

RESALE. I acknowledge and understand that should I sell this property prior the mortgage completion, the sales price shall not exceed the prevailing maximum resale price (MRP) as determined by regional State and Federal guidelines. further, that the resale shall be made to a low income

Docket: 00005236 Type: DEE Pages: 6
 James N. Hogan, Gloucester County Clerk
 Receipt #: 102268 12:31:38P Feb 08, 2012
 Recording Fee: 90.00 DB 4938 139

60 2012 00005236



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)

GLOUCESTER COUNTY HABITAT FOR HUMANITY

Current Resident Address:

Street: 425 SOUTH BROADWAY

City, Town, Post Office

PITMAN

State

NJ

Zip Code

08071

PROPERTY INFORMATION (Brief Property Description)

Block(s)

Lot(s)

Qualifier

1814

10.08

Street Address:

6 LEN BLOWE COURT

City, Town, Post Office

State

NJ

Zip Code

08071

Seller's Percentage of Ownership

Consideration

Closing Date

100%

\$125,000.00

1-27-12

SELLER ASSURANCES (Check the Appropriate Box) (Boxes 2 through 8 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: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.

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.

1-27-12

Date

Signature *Anthony Isabella, Pres.*
(Seller) Please indicate if Power of Attorney or Attorney in Fact

Date

Signature
(Seller) Please indicate if Power of Attorney or Attorney in Fact

qualified buyer as determined by regional income guidelines.

RIGHT OF FIRST REPURCHASE. Lender has the first option to repurchase the home should I Borrower choose to sell.

SHARED APPRECIATION. Upon sale of property, I am entitled to receive the accumulated payments of principle, the cost of capital improvements made at my expense and a portion of the capital gain per the below schedule:

Years 1 through 5.....No gain received
 Years 6 through 10.....25% of gains
 Years 11 through 30.....50% of gains

This land is now designated as Lot 10.08, Block 1814 in the municipal tax map.

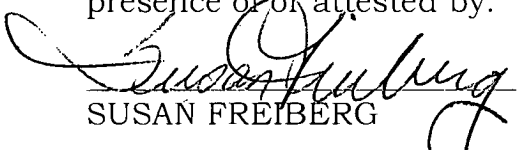
Subject to all easements and restrictions of record, if any.

The Grantor covenants that grantor has done no act to encumber the said premises.

The Grantor has received the full payment from the Grantee.

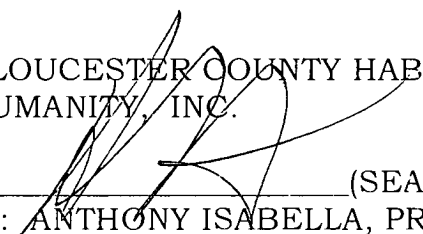
In witness whereof, grantor has executed this deed of bargain and sale on the date first above written.

Signed, sealed and
 delivered in the
 presence of or attested by:


 SUSAN FREIBURG

STATE OF NEW JERSEY
 COUNTY OF Gloucester

GLOUCESTER COUNTY HABITAT FOR
 HUMANITY, INC.

 (SEAL)
 by: ANTHONY ISABELLA, PRESIDENT

I am a notary an officer authorized to take acknowledgments and proofs in this State. I sign this acknowledgment below to certify that it was made before me.

On Jun - 27, 2012 SUSAN FREIBURG (from now on called the "Witness") appeared before me in person. The Witness was duly sworn by me according to law under oath and stated and provided to my satisfaction that :

1. The Witness is the Secretary of the Corporation which is Grantor in this Deed.

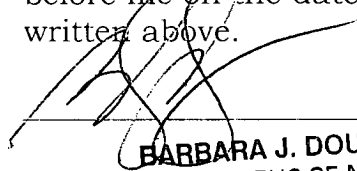
2. ANTHONY ISABELLA who signed this Deed, is the President of the Corporation (from now on called the "Corporate Officer").

3. The making, signing, sealing, and delivery of this Deed have been duly authorized by a proper resolution of the Board of Directors of the Corporation.

4. The Witness knows the corporate seal of the Corporation. The seal affixed to this Deed is the corporate seal of the Corporation. The seal was affixed to this Deed by the Corporate Officer. The Corporate Officer signed and delivered this Deed as and for the voluntary act and deed of the Corporation. All this was done in the presence of the Witness who signed this Deed as attesting witness. This Witness signs this proof to attest to the truth of these facts.

This Witness 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 §1©, is \$125,000.00.

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



BARBARA J. DOUGHERTY
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Mar. 26, 2012

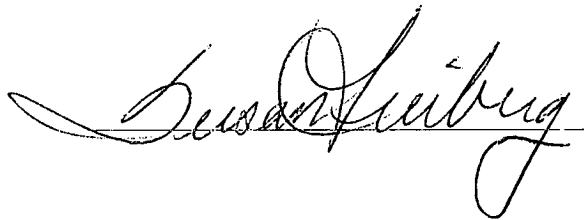


EXHIBIT "A"

LEGAL DESCRIPTION

File No.: 8350GP-01

ALL THAT CERTAIN tract or parcel of land and premises lying, being and situate in Clayton Borough, Gloucester County, and State of New Jersey being more particularly described as follows:

BEGINNING at a point in the curved Northeasterly line of Len Blowe Court (50 feet wide), said point being in the division line between Lots 10.07 and 10.08, Block 1814 on a plan entitled "Final Plat, Section II, Gloucester County Habitat for Humanity, Inc." said point also being a total arc and tangent distance of 474.53 feet from the Easterly end of a curve, having a radius of 25 feet, said curve connecting the Northwesterly line of Len Blowe Court with the Easterly line of Filbert Street (30 feet wide); thence

(1) North 20 degrees 51 minutes 12 seconds East, along the last mentioned division line a distance of 110.39 feet to a point in the line of Lot 11 said Block and Plan; thence

(2) North 85 degrees 32 minutes 00 seconds East, along the division line between Lots 11, part of Lot 10 conveyed to Lot 11 and 10.08, a distance of 106.41 feet to a found concrete monument in the line of Lot 9 said Block and Plan; thence

(3) South 04 degrees 28 minutes 00 seconds East, along the division line between Lots 9 and 10.08 a distance of 143.53 feet to a found rebar in the division line between Lots 10.08 and 10.09 said Block and Plan; thence

(4) South 85 degrees 32 minutes 00 seconds West, along the last mentioned division line, a distance of 125.02 feet to a point in the curved Easterly line of Len Blowe Court; thence

(5) Along the curved Easterly and Northeasterly line of Len Blowe Court, curving to the left in a Northwesterly direction along a radius of 50.00 feet, an arc distance of 55.00 feet to the point and place of BEGINNING.

BEING Lot 10.08, Block 1814 as shown on a plan entitled "Final Plat, Section II, Gloucester County Habitat for Humanity, Inc. filed in the Gloucester County Clerk's Office on 12/6/2006 as Map No. 4208.

BEING premises No. 6 Len Blowe Court.

BEING Block: 1814, Lot: 10.08

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 GLOUCESTER } SS. County Municipal Code
0801

MUNICIPALITY OF PROPERTY LOCATION CLAYTON

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

*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, BRUCE H E ROESLER, being duly sworn according to law upon his/her oath,
(Name)
deposes and says that he/she is the **LEGAL REPRESENTATIVE** in a deed dated 1/27/12 transferring
(Grantor, Legal Representative, Corporate Officer, Officer of Title Company, Lending Institution, etc.)

real property identified as Block number 1814 Lot number 10.08 located at
6 LEN BLOWE COURT, GLASSBORO and annexed thereto.
(Street Address, Town)

(2) **CONSIDERATION** \$ 125,000.00 (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. * (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)

- ☒ Affordable according to H.U.D. standards. ☒ Reserved for occupancy.
- ☒ Meets income requirements of region. ☒ 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 27 day of Jan., 2012

KATHLEEN A CASTRO
NOTARY PUBLIC OF NEW JERSEY
Commission Expires 11/28/2016

Signature of Deponent [Signature] Grantor Name GLOUC CO HABITAT

PO BOX 156, PITMAN Deponent Address Grantor Address at Time of Sale PITMAN, NJ 08071

xxx-xxx-000 Last three digits in Grantor's Social Security Number Group 21 Title Agency 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

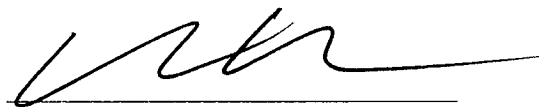
TRENTON, NJ 08695-0251

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 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/lpt/localtax.shtml

GROUP 21 TITLE AGENCY
FIVE GREENTREE CENTRE STE. 111
MARLTON, NJ 08053
856-985-2400

125.00
125.00
835267-01

This instrument was prepared by 
BRUCE H. E. ROESLER, ESQ.

NEW CONSTRUCTION
DEED

THIS DEED is made on JANUARY 27, 2012 between

GRANTOR GLOUCESTER COUNTY HABITAT FOR HUMANITY, INC.

425 S Broadway
Pitman, NJ 08071

GRANTEE DONALD ^{K.}HUMPHRIES
SARAH ^{E.}HUMPHRIES, h/w
7 Len Blowe Court
Glassboro, NJ 08028

Docket: 00005295
Type: DEE Pages: 6
James N. Hogan, Gloucester County Clerk
Receipt #: 102381 02:32:32P Feb 08, 2012
Recording Fee: 90.00 DB 4938 187

Consideration: 125,000.00 Tax/Code: B
County: 125.00 State: .00
NJAHF: .00 PRFA: .00
EAA: .00
Gen Pur: .00
C) \$111

SEALTY TOTAL:

(The words "Grantor" and "Grantee" include all Grantors and all Grantees under this Deed)

In return for the payment to the Grantor by the Grantee of ONE HUNDRED TWENTY FIVE THOUSAND (\$125,000.00) DOLLARS, the Grantor grants and conveys to the Grantee all of the land located in the Borough of Clayton, County of Gloucester, State of New Jersey, specifically described as follows:

Legal Description is attached hereto

Being part of the same land and premises granted and conveyed to Gloucester County Habitat for Humanity, Inc. by Deed from the City of Woodbury, dated July 1, 2008 and recorded on August 1, 2008 in the Gloucester County Clerk's Office in Deed Book 4565, page 237.

Also being the same land and premises granted and conveyed to Gloucester County Habitat for Humanity, Inc. by Deed of Correction from the City of Woodbury, dated December 22, 2010 and recorded immediately prior to this deed in the Gloucester County Clerk's Office.

RANGE OF AFFORDABILITY. Property shall have a range of affordability control for a period of thirty (30) years from the date of mortgage. Affordability shall be determined by prevailing State and Federal regional guidelines related to income and maximum resale price.

RESALE. I acknowledge and understand that should I sell this property prior the mortgage completion, the sales price shall not exceed the prevailing maximum resale price (MRP) as determined by regional State and



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)

GLOUCESTER COUNTY HABITAT FOR HUMANITY

Current Resident Address:

Street: 425 SOUTH BROADWAY

City, Town, Post Office

PITMAN

State

NJ

Zip Code

08071

PROPERTY INFORMATION (Brief Property Description)

Block(s)

Lot(s)

Qualifier

1814

10.09

Street Address:

7 LEN BLOWE COURT

City, Town, Post Office

State

NJ

Zip Code

08071

Seller's Percentage of Ownership

100%

Consideration

\$125,000.00

Closing Date

1-27-12

SELLER ASSURANCES (Check the Appropriate Box) (Boxes 2 through 8 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: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.

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.

1-27-12

Date

Signature *Anthony Isabella, Pres.*
(Seller) Please indicate if Power of Attorney or Attorney in Fact

Date

Signature
(Seller) Please indicate if Power of Attorney or Attorney in Fact

EXHIBIT "A"

LEGAL DESCRIPTION

File No.: 8352GP-01

ALL THAT CERTAIN tract or parcel of land and premises lying, being and situate in Clayton Borough, Gloucester County, and State of New Jersey being more particularly described as follows:

BEGINNING at a point in the curved Easterly line of Len Blowe Court (50 feet wide), said point being in the division line between Lots 10.08 and 10.09, Block 1814 on a plan entitled "Final Plat, Section II, Gloucester County Habitat for Humanity, Inc." said point also being a total arc and tangent distance of 529.53 feet from the Easterly end of a curve, having a radius of 25 feet, said curve connecting the Northwesterly line of Len Blowe Court with the Easterly line of Filbert Street (30 feet wide); thence

(1) North 85 degrees 32 minutes 00 seconds East (non-radial), along the last mentioned division line a distance of 125.02 feet to a found rebar in the line of Lot 9 said Block and Plan; thence

(2) South 04 degrees 28 minutes 00 seconds East, along the division line between Lots 9 and 10.09, a distance of 80.00 feet to a found rebar in the division line between Lots 10.09 and 10.10 said Block and Plan; thence

(3) South 85 degrees 32 minutes 00 seconds West (non-radial), along the last mentioned division line, a distance of 125.25 feet to a point in the curved Easterly line of Len Blowe Court; thence

(4) Along the curved Easterly line of Len Blowe Court, curving to the left along a radius of 125.00 feet, an arc distance of 7.85 feet (chord bearing = S 02 degrees 40 minutes 02 seconds E, chord dist.=7.85 feet) to a point of tangent in same; thence

(5) North 04 degrees 28 minutes 00 seconds West, along the Easterly line of Len Blowe Court, a distance of 70.71 feet to a point of curve in same; thence

(6) Along the curved Easterly line of Len Blowe Court, curving to the left along a radius of 50.00 feet, an arc distance of 1.44 feet (chord bearing = S 05 degrees 17 minutes 38 seconds E, chord dist. = 1.44 feet) to the point and place of BEGINNING.

BEING Lot 10.09, Block 1814 as shown on a plan entitled, "Final Plat, Section II, Gloucester County Habitat for Humanity, Inc., filed in the Gloucester County Clerk's Office on 12/6/2006 as Map No. 4208.

BEING premises No. 7 Len Blowe Court .

BEING Block: 1814, Lot: 10.09

Federal guidelines. further, that the resale shall be made to a low income qualified buyer as determined by regional income guidelines.

RIGHT OF FIRST REPURCHASE. Lender has the first option to repurchase the home should I Borrower choose to sell.

SHARED APPRECIATION. Upon sale of property, I am entitled to receive the accumulated payments of principle, the cost of capital improvements made at my expense and a portion of the capital gain per the below schedule:

Years 1 through 5.....No gain received
 Years 6 through 10.....25% of gains
 Years 11 through 30.....50% of gains

This land is now designated as Lot 10.09, Block 1814 in the municipal tax map.

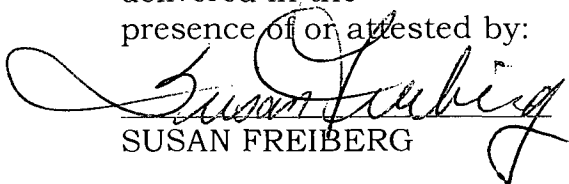
Subject to all easements and restrictions of record, if any.

The Grantor covenants that grantor has done no act to encumber the said premises.

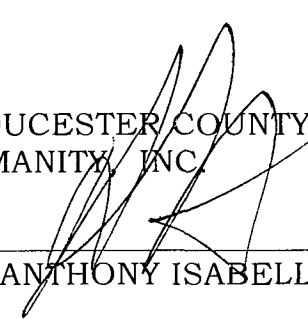
The Grantor has received the full payment from the Grantee.

In witness whereof, grantor has executed this deed of bargain and sale on the date first above written.

Signed, sealed and
 delivered in the
 presence of or attested by:


 SUSAN FREIBERG

GLOUCESTER COUNTY HABITAT FOR
 HUMANITY, INC.

 (SEAL)
 by: ANTHONY ISABELLA, PRESIDENT

STATE OF NEW JERSEY
 COUNTY OF Gloucester

I am a notary an officer authorized to take acknowledgments and proofs in this State. I sign this acknowledgment below to certify that it was made before me.

On January 27, 2012 SUSAN FREIBURG (from now on called the "Witness") appeared before me in person. The Witness was duly sworn by me according to law under oath and stated and provided to my satisfaction that :

1. The Witness is the Secretary of the Corporation which is Grantor in

this Deed.

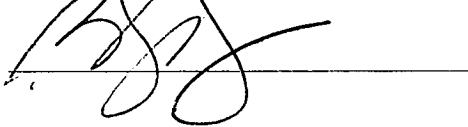
2. ANTHONY ISABELLA, who signed this Deed, is the President of the Corporation (from now on called the "Corporate Officer").

3. The making, signing, sealing, and delivery of this Deed have been duly authorized by a proper resolution of the Board of Directors of the Corporation.

4. The Witness knows the corporate seal of the Corporation. The seal affixed to this Deed is the corporate seal of the Corporation. The seal was affixed to this Deed by the Corporate Officer. The Corporate Officer signed and delivered this Deed as and for the voluntary act and deed of the Corporation. All this was done in the presence of the Witness who signed this Deed as attesting witness. This Witness signs this proof to attest to the truth of these facts.

This Witness 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 §1©, is \$125,000.00.

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

A handwritten signature in dark ink, appearing to be 'B. J. Dougherty', written over a horizontal line.

BARBARA J. DOUGHERTY
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Mar. 26, 2012

A handwritten signature in dark ink, appearing to be 'Susan Fraberg', written over a horizontal line.

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

GLOUCESTER

}SS. County Municipal Code
0801

MUNICIPALITY OF PROPERTY LOCATION CLAYTON

FOR RECORDER'S USE ONLY

Consideration \$ _____
RTF paid by seller \$ _____
Date _____ By _____

*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, BRUCE H E ROESLER, being duly sworn according to law upon his/her oath,
(Name)

deposes and says that he/she is the LEGAL REPRESENTATIVE in a deed dated 1/27/12 transferring
(Grantor, Legal Representative, Corporate Officer, Officer of Title Company, Lending Institution, etc.)

real property identified as Block number 1814 Lot number 10.09 located at
7 LEN BLOWE COURT, GLASSBORO and annexed thereto.
(Street Address, Town)

(2) **CONSIDERATION** \$ 125,000.00 (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. * (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)

- ☒ Affordable according to H.U.D. standards. ☒ Reserved for occupancy.
☒ Meets income requirements of region. ☒ 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 27 day of Jan 2012

KATHLEEN A CASTRO
NOTARY PUBLIC OF NEW JERSEY
Commission Expires 11/28/2016

Signature of Deponent

GLOUC CO HABITAT

Grantor Name

PO BOX 156, PITMAN

Deponent Address

PITMAN, NJ 08071

Grantor Address at Time of Sale

XXX-XXX-000

Last three digits in Grantor's Social Security Number

Group 21 Title Agency

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 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/lpt/localtax.shtml

RECORD & RETURN TO:
GROUP 21 TITLE AGENCY
525 ROUTE 73 N. STE. 111
MARLTON, NJ 08053
856-985-2400

James N. Hogan, Gloucester County Clerk
Receipt#: 168727 02:04:01P Sep 07, 2012
Recording Fee: 90.00 DB 4997 126

This instrument was prepared by

BRUCE H. E. ROESLER, ESQ.

NEW CONSTRUCTION D E E D

THIS DEED is made on August 17, 2012 between

GRANTOR GLOUCESTER COUNTY HABITAT FOR HUMANITY, INC.
425 S Broadway
Pitman, NJ 08071

60 2012 00036661

GRANTEE TARA MERLINO ALKA *Tara Merlino*
8 Len Blowe Court
Glassboro, NJ 08028

(The words "Grantor" and "Grantee" include all Grantors and all Grantees under this Deed)

In return for the payment to the Grantor by the Grantee of ONE HUNDRED TWENTY FIVE THOUSAND (\$125,000.00) DOLLARS, the Grantor grants and conveys to the Grantee all of the land located in the Borough of Clayton, County of Gloucester, State of New Jersey, specifically described as follows:

Legal Description is attached hereto

Being part of the same land and premises granted and conveyed to Gloucester County Habitat for Humanity, Inc. by Deed from the Vernon R. Robinson and Hazel M. Robinson, dated August 1, 2001 and recorded on August 3, 2001 in the Gloucester County Clerk's Office in Deed Book 3291, page 218.

RANGE OF AFFORDABILITY. Property shall have a range of affordability control for a period of thirty (30) years from the date of mortgage. Affordability shall be determined by prevailing State and Federal regional guidelines related to income and maximum resale price.

RESALE. I acknowledge and understand that should I sell this property prior the mortgage completion, the sales price shall not exceed the prevailing maximum resale price (MRP) as determined by regional State and Federal guidelines. further, that the resale shall be made to a low income qualified buyer as determined by regional income guidelines.

Consideration:	125,000.00	Tax/Code:	8
County:	125.00	State:	.00
NJAHF:	.00	PHFPA:	.00
EAH:	.00		
Gen Pur:	.00		
LT/PT:	.00		
		REALTY TOTAL:	125.00



State of New Jersey
SELLER'S RESIDENCY CERTIFICATION/EXEMPTION
 (C.55, P.L. 2004)

GIT/REP-3
 (5-12)

(Please Print or Type)

SELLER(S) INFORMATION (See Instructions, Page 2)

Name(s)

Gloucester County Habitat for Humanity, Inc.

Current Resident Address:

Street: 425 S. Broadway

City, Town, Post Office Pitman

State NJ

Zip Code 08071

PROPERTY INFORMATION (Brief Property Description)

Block(s)

1814

Lot(s)

10.10

Qualifier

Street Address:

8 Len Blowe Court

City, Town, Post Office

Clayton Boro (Glossboro)

State

NJ

Zip Code

08312

Seller's Percentage of Ownership

100%

Consideration

\$125,000.00

Closing Date

8/17/2012

SELLER ASSURANCES (Check the Appropriate Box). (Boxes 2 through 8 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
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: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 effective 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.

Date

Signature Richard MacFeeters, V.P.

(Seller) Please indicate if Power of Attorney or Attorney in Fact

Date

Signature

(Seller) Please indicate if Power of Attorney or Attorney in Fact

RIGHT OF FIRST REPURCHASE. Lender has the first option to repurchase the home should I Borrower choose to sell.

SHARED APPRECIATION. Upon sale of property, I am entitled to receive the accumulated payments of principle, the cost of capital improvements made at my expense and a portion of the capital gain per the below schedule:

Years 1 through 5.....No gain received
Years 6 through 10.....25% of gains
Years 11 through 30.....50% of gains

This land is now designated as Lot 10.10, Block 1814 in the municipal tax map.

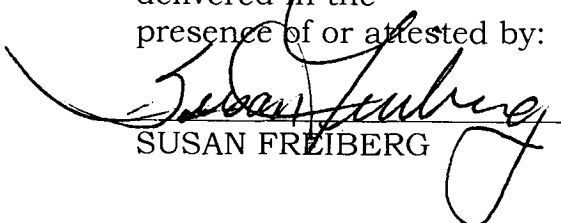
Subject to all easements and restrictions of record, if any.

The Grantor covenants that grantor has done no act to encumber the said premises.

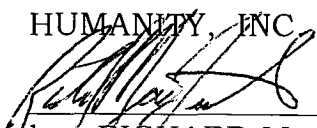
The Grantor has received the full payment from the Grantee.

In witness whereof, grantor has executed this deed of bargain and sale on the date first above written.

Signed, sealed and
delivered in the
presence of or attested by:


SUSAN FREIBERG

GLOUCESTER COUNTY HABITAT FOR
HUMANITY, INC

 (SEAL)
by: RICHARD MacFEETERS

VICE PRESIDENT
GLOUCESTER COUNTY HABITAT FOR
HUMANITY

STATE OF NEW JERSEY
COUNTY OF *Gloucester*

I am a *Attorney at Law* an officer authorized to take acknowledgments and proofs in this State. I sign this acknowledgment below to certify that it was made before me.

On *August 17*, 2012 SUSAN FREIBURG (from now on called the "Witness") appeared before me in person. The Witness was duly sworn by me according to law under oath and stated and provided to my satisfaction that :

1. The Witness is the Secretary of the Corporation which is Grantor in

this Deed.

2. RICHARD MacFEETERS, the officer who signed this Deed, is the Vice President of Gloucester County Habitat for Humanity, the Corporation (from now on called the "Corporate Officer").

3. The making, signing, sealing, and delivery of this Deed have been duly authorized by a proper resolution of the Board of Directors of the Corporation.

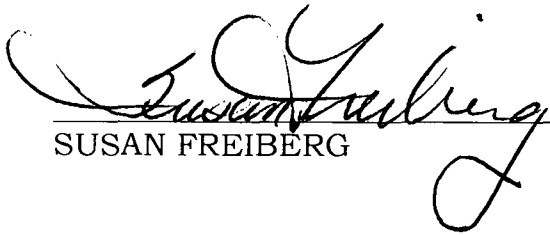
4. The Witness knows the corporate seal of the Corporation. The seal affixed to this Deed is the corporate seal of the Corporation. The seal was affixed to this Deed by the Corporate Officer. The Corporate Officer signed and delivered this Deed as and for the voluntary act and deed of the Corporation. All this was done in the presence of the Witness who signed this Deed as attesting witness. This Witness signs this proof to attest to the truth of these facts.

This Witness 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 §1©, is \$125,000.00.

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



BRUCE H. FROSMAN
ATTORNEY AT LAW
OF NEW JERSEY



SUSAN FREIBERG

EXHIBIT "A"

LEGAL DESCRIPTION

File No.: 9603GP-01

ALL THAT CERTAIN tract or parcel of land and premises lying, being and situate in Clayton Boro, Gloucester County, and State of New Jersey being more particularly described as follows:

BEING known and designated as Lot 10.10 Block 1814 as shown on Final Plat, Section II, Gloucester County Habitat for Humanity, Inc., filed in the Gloucester County Clerk's Office on 12/6/2006 as Map No. 4208.

BEING premises No. 8 Len Blowe Court.

BEING Block: 1814, Lot: 10.10

RTF-1 (Rev. 7/14/10)
MUST SUBMIT IN DUPLICATESTATE 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 GLOUCESTER

SS. County Municipal Code

0801MUNICIPALITY OF PROPERTY LOCATION Clayton Boro

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

FOR RECORDER'S USE ONLY

Consideration \$ _____
RTF paid by seller \$ _____
Date _____ By _____

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

Deponent, Valerie Mason, being duly sworn according to law upon his/her oath,
(Name)deposes and says that he/she is the Title Officer in a deed dated 08/17/2012, transferring
(Grantor, Legal Representative, Corporate Officer, Officer of Title Company, Lending Institution, etc.)real property identified as Block number 1814 Lot number 10.10 located
at8 Len Blowe Court, Clayton, NJ, 08312

(Street Address, Town)

and annexed thereto.

(2) CONSIDERATION \$ 125,000.00 (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:
(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 (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. * (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)

- ☒ Affordable according to H.U.D. standards. ☒ Reserved for occupancy.
- ☒ Meets income requirements of region. ☒ Subject to resale controls.

(6) NEW CONSTRUCTION (Instructions #2, #10 and #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 17 day of August, 2012

Dawn M Tanner-Folcher
Notary Public
New Jersey
My Commission Expires 11-08-15

Dawn M. Tanner-Folcher

Valerie Mason Signature of Deponent
525 Rt. 73 N. Su. 111 Grantor Name
Marathon NJ 08053 4455 Broadway Pitman, NJ 08071
Deponent Address Grantor Address at Time of Sale
xxx-xxx-524 V. Mason/Group 21 Title Agency
Last 3 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's website at:

www.state.nj.us/treasury/taxation/lpt/localtax.shtml

RECORD & RETURN TO:
GROUP 21 TITLE AGENCY
525 ROUTE 73 N: STE. 111
MARLTON, NJ 08053
856-985-2400

83516801

This instrument was prepared by

BRUCE H. E. ROESLER, ESQ.

**NEW CONSTRUCTION
D E E D**

THIS DEED is made on July 18, 2012 between

GRANTOR GLOUCESTER COUNTY HABITAT FOR HUMANITY, INC.
425 S Broadway
Pitman, NJ 08071

GRANTEE PATRICIA A. MELANSON, unmarried woman
10 Len Blowe Court
Glassboro, NJ 08028

(The words "Grantor" and "Grantee" include all Grantors and all Grantees under this Deed)

In return for the payment to the Grantor by the Grantee of ONE HUNDRED THIRTY THOUSAND (\$130,000.00) DOLLARS, the Grantor grants and conveys to the Grantee all of the land located in the Borough of Clayton, County of Gloucester, State of New Jersey, specifically described as follows:

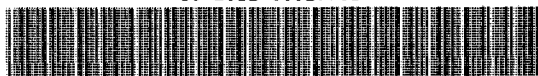
Legal Description is attached hereto

Being part of the same land and premises granted and conveyed to Gloucester County Habitat for Humanity, Inc. by Deed from the Vernon R. Robinson and Hazel M. Robinson, dated August 1, 2001 and recorded on August 3, 2001 in the Gloucester County Clerk's Office in Deed Book 3291, page 218.

RANGE OF AFFORDABILITY. Property shall have a range of affordability control for a period of thirty (30) years from the date of mortgage. Affordability shall be determined by prevailing State and Federal regional guidelines related to income and maximum resale price.

RESALE. I acknowledge and understand that should I sell this property prior the mortgage completion, the sales price shall not exceed the prevailing maximum resale price (MRP) as determined by regional State and Federal guidelines. further, that the resale shall be made to a low income qualified buyer as determined by regional income guidelines.

60 2012 00029751



Consideration:	130,000.00	Tax/Code:	B
County:	130.00	State:	.00
NJAHF:	.00	PHPFA:	.00
EAA:	.00		
GenPur:	.00		
C)\$1M:	.00		

REALTY TOTAL: 130.00

Docket: 00029751

Type:DEE Pages:6

James N. Hogan, Gloucester County Clerk

Receipt#:154286 03:16:54P Jul 25,2012

Recording Fee: 90.00 DB 4984 117



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)

Names(s)

GLOUCESTER COUNTY HABITAT FOR HUMANTIY

Current Resident Address:

Street: 425 S BROADWAY

City, Town, Post Office

PITMAN

State

NJ

Zip Code

08071

PROPERTY INFORMATION (Brief Property Description)

Block(s)

1814

Lot(s)

10.12

Qualifier

Street Address:

10 LEN BLOWE COURT

City, Town, Post Office

GLASSBORO (BOROUGH OF CLAYTON)

State

NJ

Zip Code

08028

Seller's Percentage of Ownership

100%

Consideration

\$130,000.00

Closing Date

7/18/2012

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: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 effective 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.

Date

Date

Signature

(Seller) Please indicate if Power of Attorney or Attorney in Fact

Signature

(Seller) Please indicate if Power of Attorney or Attorney in Fact

Anthony Isabella, Pres.

RIGHT OF FIRST REPURCHASE. Lender has the first option to repurchase the home should I Borrower choose to sell.

SHARED APPRECIATION. Upon sale of property, I am entitled to receive the accumulated payments of principle, the cost of capital improvements made at my expense and a portion of the capital gain per the below schedule:

Years 1 through 5.....No gain received
 Years 6 through 10.....25% of gains
 Years 11 through 30.....50% of gains

This land is now designated as Lot 10.12, Block 1814 in the municipal tax map.

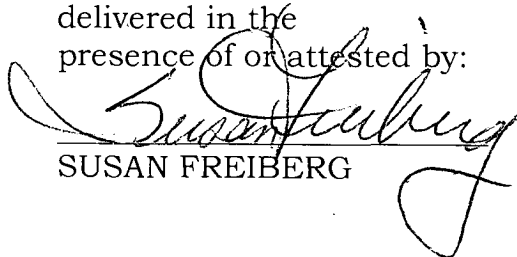
Subject to all easements and restrictions of record, if any.

The Grantor covenants that grantor has done no act to encumber the said premises.

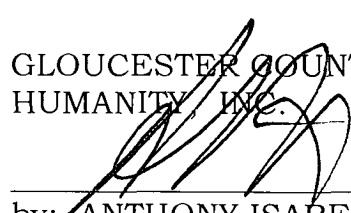
The Grantor has received the full payment from the Grantee.

In witness whereof, grantor has executed this deed of bargain and sale on the date first above written.

Signed, sealed and
 delivered in the
 presence of or attested by:


 SUSAN FREIBERG

GLOUCESTER COUNTY HABITAT FOR
 HUMANITY, INC.

 (SEAL)
 by: ANTHONY ISABELLA, PRESIDENT
 GLOUCESTER COUNTY HABITAT FOR
 HUMANITY

STATE OF NEW JERSEY
 COUNTY OF Gloucester

I am a Attorney At law an officer authorized to take acknowledgments and proofs in this State. I sign this acknowledgment below to certify that it was made before me.

On July 18, 2012 SUSAN FREIBURG (from now on called the "Witness") appeared before me in person. The Witness was duly sworn by me according to law under oath and stated and provided to my satisfaction that :

1. The Witness is the Secretary of the Corporation which is Grantor in this Deed.

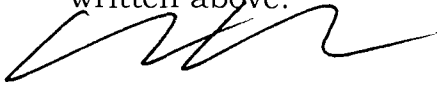
2. Anthony Isabella, the officer who signed this Deed, is the President of Gloucester County Habitat for Humanity, the Corporation (from now on called the "Corporate Officer").

3. The making, signing, sealing, and delivery of this Deed have been duly authorized by a proper resolution of the Board of Directors of the Corporation.

4. The Witness knows the corporate seal of the Corporation. The seal affixed to this Deed is the corporate seal of the Corporation. The seal was affixed to this Deed by the Corporate Officer. The Corporate Officer signed and delivered this Deed as and for the voluntary act and deed of the Corporation. All this was done in the presence of the Witness who signed this Deed as attesting witness. This Witness signs this proof to attest to the truth of these facts.

This Witness 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 §1©, is \$130,000.00.

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



BRUCE H.E. ROESLER
ATTORNEY AT LAW
OF
NEW JERSEY


SUSAN FREIBERG

EXHIBIT "A"

LEGAL DESCRIPTION

File No.: 8351GP-01

REVISED

ALL THAT CERTAIN tract or parcel of land and premises lying, being and situate in Clayton Borough, Gloucester County, and State of New Jersey being more particularly described as follows:

BEGINNING at a point in the Southerly line of Len Blowe Court (50 feet wide), said point being in the division line between Lots 10.11 and 10.12, Block 1814 on a plan entitled "Final Plat, Section II, Gloucester County Habitat for Humanity, Inc." said point also being a total arc and tangent distance of 811.51 feet from the Easterly end of a curve, having a radius of 25 feet, said curve connecting the Northwesterly line of Len Blowe Court with the Easterly line of Filbert Street (30 feet wide); thence

(1) South 11 degrees 00 minutes 28 seconds East, along the last mentioned division line, a distance of 100.00 feet to a found rebar in the line of Lot 1, Block 1902; thence

(2) South 78 degrees 59 minutes 32 seconds West, along the division line between Lot 1, Block 1902 and Lot 10.12, Block 1814, a distance of 90.00 feet to a point in the division line between Lot 10.12 and 10.13 said block and plan; thence

(3) North 11 degrees 00 minutes 28 seconds West, along the last mentioned division line, a distance of 100.00 feet to a point in the Southerly line of Len Blowe Court; thence

(4) North 78 degrees 59 minutes 32 seconds East, along the Southerly line of Len Blowe Court, a distance of 90.00 feet to the point and place of BEGINNING.

BEING Lot 10.12, Block 1814 as shown on a plan entitled "Final Plat, Section II, Gloucester County Habitat for Humanity, Inc." filed in the Gloucester County Clerk's Office on 12/6/2006 as Map No. 4208.

BEING premises No. 10 Len Blowe Court.

BEING Block: 1814, Lot: 10.12

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

GLOUCESTER

}SS. County Municipal Code
0801

MUNICIPALITY OF PROPERTY LOCATION CLAYTON

FOR RECORDER'S USE ONLY

Consideration \$ _____
RTF paid by seller \$ _____
Date _____ By _____

*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, BRUCE H E ROESLER, being duly sworn according to law upon his/her oath,
(Name)
deposes and says that he/she is the LEGAL REPRESENTATION in a deed dated 7/18/12 transferring
(Grantor, Legal Representative, Corporate Officer, Officer of Title Company, Lending Institution, etc.)
real property identified as Block number 1814 Lot number 10.12 located at
10 LEN BLOW COUT, GLASSBORO (BOROUGH OF CLAYTON) and annexed thereto.
(Street Address, Town)

(2) CONSIDERATION \$ 130,000.00 (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. * (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)

- ☒ Affordable according to H.U.D. standards. ☒ Reserved for occupancy.
☒ Meets income requirements of region. ☒ 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 18 day of July, 2012

Valerie A. Mason
Valerie A. Mason

Notary Public of New Jersey
My Commission Expires Jan. 26, 2014

Signature of Deponent

425 S. Broadway,

Deponent Address

xxx-xxx-2066

Last three digits in Grantor's Social Security Number

Grantor Name

Pitman NJ 08071

Grantor Address at Time of Sale

V. Mason / Group 21 Title

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 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/lpt/localtax.shtml

RECORD & RETURN TO:
GROUP 21 TITLE AGENCY
525 ROUTE 73 N. STE. 111
MARLTON, NJ 08053

James N. Hovan, Gloucester County Clerk
Receipt#: 153036 02:34:28P Jul 20, 2012
Recording Fee: 90.00 DB 4983 21

856-985-2400

9601 GP
This ins

This instrument was prepared by

BRUCE H. E. ROESLER, ESQ.

NEW CONSTRUCTION DEED

THIS DEED is made on July 18 2012 between

GRANTOR GLOUCESTER COUNTY HABITAT FOR HUMANITY, INC.
425 S Broadway
Pitman, NJ 08071

GRANTEE TOCCARA ANDERSON, Unmarried Woman
11 Len Blowe Court
Glassboro, NJ 08028

(The words "Grantor" and "Grantee" include all Grantors and all Grantees under this Deed)

In return for the payment to the Grantor by the Grantee of ONE HUNDRED TWENTY THOUSAND (\$120,000.00) DOLLARS, the Grantor grants and conveys to the Grantee all of the land located in the Borough of Clayton, County of Gloucester, State of New Jersey, specifically described as follows:

Legal Description is attached hereto

Being part of the same land and premises granted and conveyed to Gloucester County Habitat for Humanity, Inc. by Deed from the City of Woodbury, dated July 1, 2008 and recorded on August 1, 2008 in the Gloucester County Clerk's Office in Deed Book 4565, page 237.

Also being the same land and premises granted and conveyed to Gloucester County Habitat for Humanity, Inc. by Deed of Correction from the City of Woodbury, dated December 22, 2010 and recorded immediately prior to this deed in the Gloucester County Clerk's Office.

RANGE OF AFFORDABILITY. Property shall have a range of affordability control for a period of thirty (30) years from the date of mortgage. Affordability shall be determined by prevailing State and Federal regional guidelines related to income and maximum resale price.

RESALE. I acknowledge and understand that should I sell this property prior the mortgage completion, the sales price shall not exceed the prevailing maximum resale price (MRP) as determined by regional State and Federal guidelines. further, that the resale shall be made to a low income qualified buyer as determined by regional income guidelines.

Consideration:	10,000.00	Tax/Code:	0
County:	19.00	State:	00
Plant:	00	PROP:	00
FA:	00		
Settle:	00	RENTY TOTAL:	120.00



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)

Names(s)

GLOUCESTER COUNTY HABITAT FOR HUMANTIY

Current Resident Address:

Street: 425 S BROADWAY

City, Town, Post Office

PITMAN

State

NJ

Zip Code

08071

PROPERTY INFORMATION (Brief Property Description)

Block(s)

1814

Lot(s)

10.13

Qualifier

Street Address:

11 LEN BLOWE COURT

City, Town, Post Office

GLASSBORO (BOROUGH OF CLAYTON)

State

NJ

Zip Code

08028

Seller's Percentage of Ownership

100%

Consideration

\$120,000.00

Closing Date

7/18/2012

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: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 effective 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.

Date

Date

Signature

Signature

(Seller) Please indicate if Power of Attorney or Attorney in Fact

(Seller) Please indicate if Power of Attorney or Attorney in Fact

Anthony Isabella, Pres.

RIGHT OF FIRST REPURCHASE. Lender has the first option to repurchase the home should I Borrower choose to sell.

SHARED APPRECIATION. Upon sale of property, I am entitled to receive the accumulated payments of principle, the cost of capital improvements made at my expense and a portion of the capital gain per the below schedule:

Years 1 through 5.....No gain received
Years 6 through 10.....25% of gains
Years 11 through 30.....50% of gains

This land is now designated as Lot 10.13, Block 1814 in the municipal tax map.

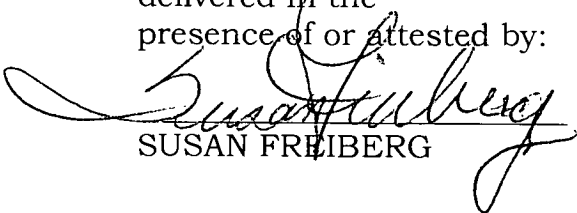
Subject to all easements and restrictions of record, if any.

The Grantor covenants that grantor has done no act to encumber the said premises.

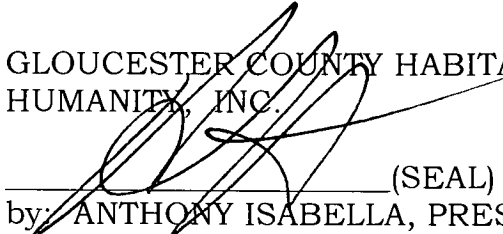
The Grantor has received the full payment from the Grantee.

In witness whereof, grantor has executed this deed of bargain and sale on the date first above written.

Signed, sealed and
delivered in the
presence of or attested by:


SUSAN FREIBURG

GLOUCESTER COUNTY HABITAT FOR
HUMANITY, INC.

 (SEAL)
by: ANTHONY ISABELLA, PRESIDENT
GLOUCESTER COUNTY HABITAT FOR
HUMANITY

STATE OF NEW JERSEY
COUNTY OF *Gloucester*

I am a *Attorney at law* an officer authorized to take acknowledgments and proofs in this State. I sign this acknowledgment below to certify that it was made before me.

On *July 18*, 2012 SUSAN FREIBURG (from now on called the "Witness") appeared before me in person. The Witness was duly sworn by me according to law under oath and stated and provided to my satisfaction that :

1. The Witness is the Secretary of the Corporation which is Grantor in this Deed.

2. Anthony Isabella, the officer who signed this Deed, is the President of Gloucester County Habitat for Humanity, the Corporation (from now on called the "Corporate Officer").

3. The making, signing, sealing, and delivery of this Deed have been duly authorized by a proper resolution of the Board of Directors of the Corporation.

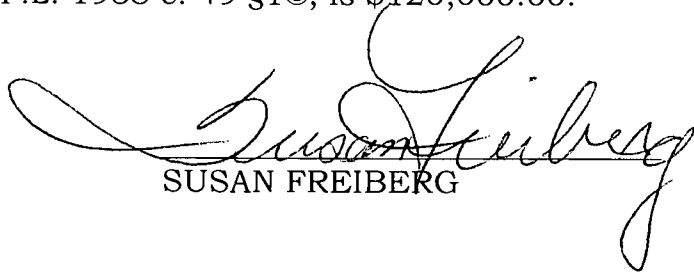
4. The Witness knows the corporate seal of the Corporation. The seal affixed to this Deed is the corporate seal of the Corporation. The seal was affixed to this Deed by the Corporate Officer. The Corporate Officer signed and delivered this Deed as and for the voluntary act and deed of the Corporation. All this was done in the presence of the Witness who signed this Deed as attesting witness. This Witness signs this proof to attest to the truth of these facts.

This Witness 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 §1©, is \$120,000.00.

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



BRUCE H.E. ROESLER
ATTORNEY AT LAW
OF
NEW JERSEY



SUSAN FREIBERG

EXHIBIT "A"

LEGAL DESCRIPTION

File No.: 9601GP-01

REVISED

ALL THAT CERTAIN tract or parcel of land and premises lying, being and situate in Clayton Boro, Gloucester County, and State of New Jersey being more particularly described as follows:

BEGINNING at a rebar found in the Southerly right of way line of Len Blowe Court (50.00' wide) at its intersection with the division line between Lots 10.13 and 16, Block 1814, and extending; thence

(1) N 78° 59' 32" E along the Southerly line of Len Blowe Court, a distance of 90.15' to a rebar found in the line of Lot 10.12 Block 1814; thence

(2) S 11° 00' 28" E along the line of said Lot 10.12, a distance of 100.00' to a point in the line of Lot 1, Block 1902; thence

(3) S 78° 59' 32" W along the line of said Lot 1, a distance of 94.21' to a point in the line of Lot 16, Block 1814; thence

(4) N 08° 41' 00" W along the line of said Lot 16, a distance of 100.08' to the point and place of BEGINNING.

BEING Lot 10.13 as shown on a Final Plat - Section II, prepared by Kernan Consulting Engineers, dated 3/22/06, revised to 9/26/06 and filed in the Gloucester County Clerk's Office as Map No. 4208.

Subject to a 10' Wide Utility Easement parallel with Course No. 1 of this description and shown on the aforementioned Plan of Survey and Final Plat.

Also subject to a 20' Wide Drainage Easement parallel with Course No. 3 of this description and shown on the aforementioned Plan of Survey and Final Plat.

BEING premises No. 11 Len Blowe Court.

BEING Block: 1814, Lot: 10.13

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

GLOUCESTER

} SS. County Municipal Code
0801

MUNICIPALITY OF PROPERTY LOCATION CLAYTON

FOR RECORDER'S USE ONLY

Consideration \$ _____
RTF paid by seller \$ _____
Date _____ By _____

*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, BRUCE H E ROESLER, being duly sworn according to law upon his/her oath,
(Name)

deposes and says that he/she is the LEGAL REPRESENTATION in a deed dated 7/18/12 transferring
(Grantor, Legal Representative, Corporate Officer, Officer of Title Company, Lending Institution, etc.)

real property identified as Block number 1814 Lot number 10.13 located at

11 LEN BLOW COUT, GLASSBORO (BOROUGH OF CLAYTON) and annexed thereto.
(Street Address, Town)

(2) CONSIDERATION \$ 120,000.00 (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.* (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)

- ☒ Affordable according to H.U.D. standards. ☒ Reserved for occupancy.
- ☒ Meets income requirements of region. ☒ 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 18 day of July, 2012

Signature of Deponent

Grantor Name

425 S. Broadway, Pitman NJ 08071

Deponent Address

Grantor Address at Time of Sale

xxx-xxx-266

Last three digits in Grantor's Social Security Number

V. Mason / Group 21 Title Agency

Name/Company of Settlement Officer

Valerie A. Mason

Valerie A. Mason

Notary Public of New Jersey

My Commission Expires Jan. 26, 2014

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 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/lpt/localtax.shtml

Gloucester County Recording Data Page Honorable James N. Hogan Gloucester County Clerk 	Official Use Only – Barcode *60 2024 00001832*  Docket: 00001832 Type: DOR Pages: 6 James N. Hogan, Gloucester County Clerk Receipt #: 1149800 12:38:28P Jan 19, 2024 Recording Fee: 80.00 DB 6960 196
Official Use Only – Record & Return <i>First Jersey Title Services, Inc.</i> <i>Post Office Box 2525</i> <i>Fair Lawn, New Jersey 07410</i>	Official Use Only – Realty Transfer Fee
Date of Document: 12/1/2023	Type of Document: Declaration of Restrictive Covenant
First Party Name: Samantha Price	Second Party Name: Gloucester County Office of Housing and Community Development
Additional Parties:	

THE FOLLOWING SECTION IS REQUIRED FOR DEEDS ONLY	
Block:	Lot:
Municipality:	
Consideration:	
Mailing Address of Grantee:	

THE FOLLOWING SECTION IS FOR ORIGINAL MORTGAGE BOOKING & PAGING INFORMATION FOR ASSIGNMENTS, RELEASES, SATISFACTIONS, DISCHARGES & OTHER ORIGINAL MORTGAGE AGREEMENTS ONLY	
Original Book:	Original Page:

GLOUCESTER COUNTY RECORDING DATA PAGE Please do not detach this page from the original document as it contains important recording information and is part of the permanent record.
--

**GLOUCESTER COUNTY PLANNING DIVISION
HOME INVESTMENT PARTNERSHIP
HOUSING DEVELOPMENT PROGRAM**

**DECLARATION OF RESTRICTIVE COVENANT
FOR QUALIFICATIONS AS AFFORDABLE HOUSING**

dated December 1, 2023

THIS DECLARATION OF RESTRICTIVE COVENANT shall run with land and is granted by Samantha Price (the "OWNER") their successors and assigns. As conditioned below, this Declaration of Restrictive Covenant restricts occupancy of the described premises to income-eligible occupants for a specified period of time. This Declaration of Restrictive Covenant is made in satisfaction of the requirement of the regulations enacted pursuant to the Cranston-Gonzalez National Affordable Housing Act (Title II, Pub L. 101-625, 42 U.S.C. 12701-12839), which are contained at 24 CFR Part 92, hereinafter called the "Act".

WHEREAS, The County pursuant to the Cranston-Gonzalez National Affordable Housing Act is required to place upon properties that have received HOME funds and appropriate means of enforcement ensuring that the unit created is reserved for income-eligible households as defined in the Act and that the units continue to be reserved for these households for a time period as set forth in paragraph two of this document; and

WHEREAS, the Owner acknowledges the Property which is located at 48 W. Howard Street (PROJECT) and commonly known as Block 1403, Lot 1.01 on the official municipal tax map of the Borough of Clayton (the "Property") in the County of Gloucester in State of New Jersey has been acquired and rehabilitated in part with financial participation by the GLOUCESTER COUNTY OFFICE OF HOUSING AND COMMUNITY DEVELOPMENT, a county agency of Gloucester County, located at P.O. Box 337, Woodbury, New Jersey 08096, (LENDER) pursuant to the HUD HOME Investment Partnership Program, and that the Property shall be reserved for affordable housing during the period of affordability. The Project assisted with HOME funds is subject to restrictions on occupancy as described below.

NOW THEREFORE, it is the intent of this Declaration of Restrictive Covenant to ensure that the affordability controls are contained directly in the property Deed for the premises and incorporated into and recorded with the property Deed so as to bind the Owner of the described premises and notify all future purchases of the property that the property is encumbered with affordability controls as contained herein for the specified period of time.

1. This Declaration of Restrictive Covenant is binding on the Owner and all successors in interests to the described premises and Project (or applicable portion of the Project) and shall run with the land until the end of the affordability control without regard to the term of any mortgage or other encumbrance upon the subject property and without regard to any transfer of ownership of the subject property. This Declaration of Restrictive Covenant is incorporated into, and shall be recorded with, the Deed of Sale of the described premises.
2. Pursuant to 24 CFR 203.41 all restrictions on transferability herein shall automatically and permanently terminate upon foreclosure, deed in lieu of foreclosure or assignment of the insured mortgage to HUD.

DB 6960 198
DOCKET# 00001832

3. The affordability control period which is also defined in the Mortgage shall be for the thirty (30) years, beginning on the date the Project is accepted as completed by the County.
4. In the event the housing does not continue to be the principal residence of the family for the duration of the period of affordability, the County shall recapture the entire amount of the HOME assistance provided to the homebuyers in accordance with the terms and conditions provided in the loan agreement and note subject to net proceeds from the sale.
5. The County will require a reimbursement of the HOME funds if the property is sold or changes ownership in the following manner:
 - a. 100% of the HOME funds of the initial affordability period during the first ten (10) years from the date of recording;
 - b. Forgive 20% of the funds for each year completed beyond the initial ten (10) year affordability period until 80% of the funds are forgiven;
 - c. The remaining 20% will be paid back for all at the start of year fourteen (14) until sale or transfer.

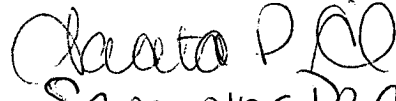
In the event the housing does not continue to be the principal residence of the DECLARANT for the duration of the period of affordability, the LENDER shall recapture the entire amount of the HOME assistance provided to the homebuyers in accordance with the terms and conditions provided in this Note subject to net proceeds from the sale. Net proceeds from the sale of the unit must provide the original homebuyer, now the home seller, a "fair return" on their investment (including any down payment and capital improvement investment made by the owner since purchase). The County shall consider "fair return" to be calculated in accordance with its adopted Shared Equity Calculation Formula.

6. This Declaration of Restrictive Covenant is given in satisfaction of the requirements of the Act, and the terms of this Declaration of Restrictive Covenant shall be interpreted, conditioned and supplemented in accordance with regulations promulgated thereunder, all of which are incorporated herein by reference, whether or not such provisions of the Act or regulations are expressed or referenced herein. In the event of a conflict between the terms of this Declaration of Restrictive Covenant and the Act or regulations, the Act and the regulations shall govern.
7. The Owner acknowledges that all of the terms, conditions, restrictions, limitations and provisions set forth are incorporated herein their entirety. Reference is made to that document for the definitions of various terms incorporated in this Declaration of Restrictive Covenant.
8. The Declaration of Restrictive Covenant shall constitute an agreement between the County and the Owner and is enforceable in the courts of the State of New Jersey by the County, its successors or assigns, or individuals whether prospective, present or former occupants of the Project said individual(s) being beneficiaries of the agreement which is expressed herein between the County and the Owner.
9. This Declaration of Restrictive Covenant may be amended with prior written approval of

DB 6960 199
DOCKET# 00001832

the County to reflect changes in the Act and the regulations thereunder. No amendment to this Declaration of Restrictive Covenant may be made without the prior written approval of the County. The Owner hereby expressly agrees to enter into all amendments hereto which, in the opinion of the County, are reasonably necessary or desirable for maintaining compliance with the Act.

Signatures: This Declaration of Restrictive Covenant is granted by the undersigned whose duly authorized representative's signature appears below. If the undersigned is a corporation, its corporate seal is affixed.


Samantha Price
OWNER: (Print Name)

OWNER: (Print Name)

DB 6960 200
DOCKET# 00001832

Certificate of Acknowledgement by Individual Or

Partnership

COUNTY OF GLOUCESTER

I CERTIFY that

On December 1, 2023, Samantha Price, personally came before me, and acknowledged under oath, to my satisfaction, that this person (or more than one, each person);

- (A) is named in and personally signed this document; and
- (B) signed, sealed and delivered this document as his or her act and deed; and
- (C) if applicable, is a general partner of the partnership and signed and delivered this document as his or her act and deed as general partner on behalf of the partnership; and
- (D) this person signed this proof to attest to the truth of these facts.

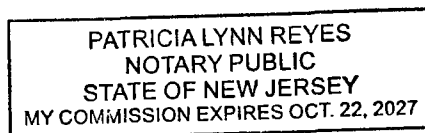
Samatha Price
Samatha Price
Owner: (Print Name)

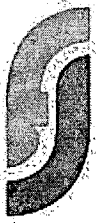
Owner: (Print Name)

Sworn and subscribed before me this

1st day of December, 2023.

Patricia Lynn Reyes
Notary Public





FIRST JERSEY TITLE SERVICES

25-00 Broadway • Fair Lawn, NJ 07410
(201) 791.4200

SCHEDULE A

ALL that certain lot, parcel or tract of land, situate and lying in the Borough of Clayton County of Gloucester, State of New Jersey, and being more particularly described as follows

All that certain lot, piece or parcel of land, with the buildings and improvements thereon erected, lying and being in the Borough of Clayton, County of Gloucester, State of New Jersey.

BEGINNING at the southwest corner of West Howard Street (50 feet wide) and Goodwin Lane (22 feet wide) and running thence

1. Along West Howard Street, North 84 degrees 00 minutes 00 seconds East 65.00 feet to a point, thence
2. South 06 degrees 00 minutes 00 seconds East 150.00 feet to a point, thence
3. South 84 degrees 00 minutes 00 seconds West 65.00 feet to a point, thence
4. North 06 degrees 00 minutes 00 seconds West 150.00 feet to the point and place of BEGINNING.

COMMONLY known as: 48 West Howard Street, Clayton, NJ 08312

IN COMPLIANCE WITH Chapter 157, Laws of 1977, premises herein are LOT 1.01, BLOCK 1403, on the Tax Map of the above municipality.

24290
 RECORD & RETURN TO:
 GROUP 21 TITLE AGENCY
 FIVE GREENTREE CENTRE STE. 111
 MARLTON, NJ 08053
 855-333-2430

This instrument was prepared by

BRUCE H. E. ROESLER, ESQ.

NEW CONSTRUCTION

DEED

Consideration: \$120,000.00 Exempt Code: D
 Cnty: \$120.00 St: \$0.00
 N.J.A.H.T.F.: \$60.00 P.H.P.F.A.: \$60.00
 E.A.A.: \$240.00 Gen Purp: \$0.00
 C) \$11: \$0.00 REALTY TOTAL: \$480.00

THIS DEED is made on MARCH 12, 2009 between

GRANTOR GLOUCESTER COUNTY HABITAT FOR HUMANITY, INC.
 305 S Broadway
 Pitman, NJ 08071

GRANTEE FRANCISCA DELACRUZ
 1425 Filbert Street
 Glassboro, NJ 08028



Docket# 12563 Type: DEE Pages: 6
 James N. Hogan, Gloucester County Clerk
 Receipt#: 11316 03:45:22 P.M. 03/23/2009
 Recording Fee: \$90.00 DB 4638 110

(The words "Grantor" and "Grantee" include all Grantors and all Grantees under this Deed)

In return for the payment to the Grantor by the Grantee of ONE HUNDRED TWENTY THOUSAND (\$120,000.00) DOLLARS, the Grantor grants and conveys to the Grantee all of the land located in the Borough of Clayton of Gloucester, State of New Jersey, specifically described as follows:

Legal Description is attached hereto

Being part of the same land and premises granted and conveyed to Gloucester County Habitat for Humanity, Inc. by Deed from Vernon R. Robinson and Hazel M. Robinson, his wife, dated August 1, 2001 and recorded on August 3, 2001 in the Gloucester County Clerk's Office in Deed Book 3291, page 218.

RANGE OF AFFORDABILITY. Property shall have a range of affordability control for a period of thirty (30) years from the date of mortgage. Affordability shall be determined by prevailing State and Federal regional guidelines related to income and maximum resale price.

RESALE. I acknowledge and understand that should I sell this property prior the mortgage completion, the sales price shall not exceed the prevailing maximum resale price (MRP) as determined by regional State and Federal guidelines. further, that the resale shall be made to a low income qualified buyer as determined by regional income guidelines.

RIGHT OF FIRST REPURCHASE. Lender has the first option to repurchase the home should I Borrower choose to sell.

GIT/REP-3
(12-07)

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)

GLOUCESTER COUNTY HABITAT FOR HUMANITY, INC

Current Resident Address:

Street: 305 S BROADWAY

City, Town, Post Office

State

Zip Code

PITMAN

NJ

08071

PROPERTY INFORMATION (Brief Property Description)

Block(s)

Lot(s)

Qualifier

1814

10.01

Street Address:

1425 FILBERT STREET

City, Town, Post Office

State

Zip Code

CLAYTON, GLASSBORO

NJ

08028

Seller's Percentage of Ownership

Consideration

Closing Date

100%

\$120,000.00

3/12/2009

SELLER ASSURANCES (Check the Appropriate Box) (Boxes 2 through 8 apply to NON-residents)

1. ☐ I am a resident taxpayer (individual, estate, or trust) of the State of New Jersey pursuant to N.J.S.A. 54A:1-1 et seq. and will file a resident 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: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.

SELLER(S) DECLARATION

The undersigned understands that this declaration and its contents may be disclosed or provided to the New Jersey Division of Taxation and that any false statement contained herein could be punished by fine, imprisonment, or both. I furthermore declare that I have examined this declaration and, to the best of my knowledge and belief, it is true, correct and complete.

3-12-09

Date

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

SHARED APPRECIATION. Upon sale of property, I am entitled to receive the accumulated payments of principle, the cost of capital improvements made at my expense and a portion of the capital gain per the below schedule:

Years 1 through 5.....No gain received
Years 6 through 10.....25% of gains
Years 11 through 30.....50% of gains

This land is now designated as Lot 10.03, Block 1814 in the municipal tax map.

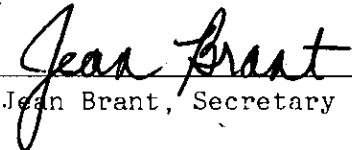
Subject to all easements and restrictions of record, if any.

The Grantor covenants that grantor has done no act to encumber the said premises.

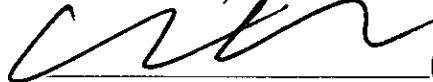
The Grantor has received the full payment from the Grantee.

In witness whereof, grantor has executed this deed of bargain and sale on the date first above written.

Signed, sealed and
delivered in the
presence of or attested by:


Jean Brant, Secretary

GLOUCESTER COUNTY HABITAT FOR
HUMANITY, INC.

 (SEAL)
by: Bruce H. E. Roesler

STATE OF NEW JERSEY
COUNTY OF *GLOUCESTER*

I am a *notary* an officer authorized to take acknowledgments and proofs in this State. I sign this acknowledgment below to certify that it was made before me.

On *March 12*, 2009 Bruce H. E. Roesler (from now on called the "Witness") appeared before me in person. The Witness was duly sworn by me according to law under oath and stated and provided to my satisfaction that :

1. The Witness is the Secretary of the Corporation which is Grantor in this Deed.

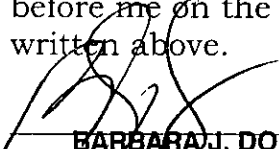
2. Bruce H E Roesler the officer who signed this Deed, is the President of the Corporation (from now on called the "Corporate Officer").

3. The making, signing, sealing, and delivery of this Deed have been duly authorized by a proper resolution of the Board of Directors of the Corporation.

4. The Witness knows the corporate seal of the Corporation. The seal affixed to this Deed is the corporate seal of the Corporation. The seal was affixed to this Deed by the Corporate Officer. The Corporate Officer signed and delivered this Deed as and for the voluntary act and deed of the Corporation. All this was done in the presence of the Witness who signed this Deed as attesting witness. This Witness signs this proof to attest to the truth of these facts.

This Witness 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 §1©, is \$120,000.00.

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



BARBARA J. DOUGHERTY
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Mar. 26, 2012

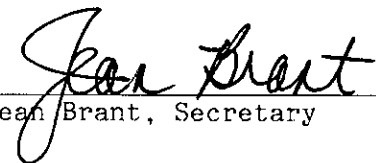

Jean Brant, Secretary

EXHIBIT "A"

LEGAL DESCRIPTION

File No.: **3242GP-01**

ALL THAT CERTAIN tract or parcel of land and premises lying, being and situate in Clayton Borough, Gloucester County, and State of New Jersey being more particularly described as follows:

BEGINNING at an iron pin set in the Easterly line of Filbert Street (50 feet wide) said point being North 08 degrees 41 minutes 00 seconds West a distance of 188.94 feet from the Northerly end of a curve connecting said Easterly line with the Northerly line of Len Blowe Court (50 feet wide), and running; thence

1) along the Easterly line of Filbert Street, North 08 degrees 41 minutes 00 seconds West a distance of 9868 feet to an iron pin set; thence

2) North 85 degrees 32 minutes 00 seconds East a distance of 102.78 feet to an iron pin set; thence

3) South 08 degrees 41 minutes 00 seconds East a distance of 91.12 feet to an iron pin set; thence

4) South 81 degrees 19 minutes 00 seconds West a distance of 102.50 feet to the point and place of beginning.

BEING known as Lot 10.01, Block 1814 as shown on the Borough of Clayton tax map.

BEING premises No. 1425 Filbert Street .

BEING Block: 1814, Lot: 10.01

BEING the same land and premises which became vested in Gloucester County Habitat for Humanity, Inc., by deed from Vernon R. Robinson and Hazel M. Robinson, his wife, dated 8/1/2001, recorded 8/3/2001, in the Gloucester County Clerk/Register's Office in Deed Book 3291, Page 218. (Covers premises in question with other lands)

RTF-1 (Rev. 2/19/07)

STATE OF NEW JERSEY

MUST SUBMIT IN DUPLICATE

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

Gloucester } SS. County Municipal Code

MUNICIPALITY OF PROPERTY LOCATION Clayton Bord

FOR RECORDER'S USE ONLY

Consideration \$ _____
 RTF paid by seller \$ _____
 Date By _____

*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, Renata Manno being duly sworn according to law upon his/her oath,
 (Name)
 deposes and says that he/she is the Officer of the Co in a deed dated 3-12-09 transferring
 (Grantor, Legal Representative, Corporate Officer, Officer of Title Company, Lending Institution, etc.)

real property identified as Block number 1814 Lot number 10.01 located at
1425 Filbert Street, Glensboro, NY 08085
 (Street Address, Town) and annexed thereto.

(2) CONSIDERATION \$ 120,500.00 (See Instructions #1 and #5 on reverse side)

(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 (See 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 Fee, Supplemental Fee, and General Purpose Fee, 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. * (See 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 THE CASE OF HUSBAND AND WIFE/CIVIL UNION PARTNERS, ONLY ONE GRANTOR NEEDS TO QUALIFY IF TENANTS BY THE ENTIRETY.

C. LOW AND MODERATE INCOME HOUSING (See Instruction #9 on reverse side)

- ☐ Affordable according to H.U.D. standards. ☐ Reserved for occupancy.
☐ Meets income requirements of region. ☐ Subject to resale controls.

(6) NEW CONSTRUCTION (See Instructions #2, #10 and #12 on reverse side)

- ☒ Entirely new improvement. ☒ Not previously occupied.
☐ Not previously used for any purpose. ☐ "NEW CONSTRUCTION" printed clearly at the top of the first page of the deed.

(7) 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 12 day of March, 2009

CHARLENE M. PITT
 NOTARY PUBLIC OF NEW JERSEY
 My Commission Expires
 February 7 2014

Charlene M. Pitt

Signature of Deponent [Signature] Gloucester County
 Grantor Name Habitat for Humanity Inc
 Deponent Address 5 Greenlee Centre 305 S Broadway
 Grantor Address at Time of Sale Marlton, NJ
 XXX-XXX-XXXX 08083 Renata Manno
 Last 3 digits in Grantor's Social Security Number Name/Company of Settlement Officer Group 21
THE
agency

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

County Recording Officers shall forward one copy of each Affidavit of Consideration for Use by Seller when Section 3A is completed.

STATE OF NEW JERSEY - DIVISION OF TAXATION
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/tpi/localtax.htm

Docket# 3735 TYPE: DEE Pages: 5
 James N. Homan, Gloucester County Clerk
 Receipt#: 3723 03:56:22 P.M. 01/24/2008
 Recording Fee: \$80.00 DB 4494 304

1636 gp-01

This instrument was prepared by

BRUCE H. E. ROESLER, ESQ.

~~NEW CONSTRUCTION~~
DEED

THIS DEED is made on Jan. 23, 2008 between

GRANTOR GLOUCESTER COUNTY HABITAT FOR HUMANITY, INC.
 305 S Broadway
 Pitman, NJ 08071

GRANTEE GILLIAN MUNYINGI
 1427 Filbert Street
 Clayton, NJ 08312

Consideration: \$120,000.00 Exempt Code: A
 Cnty: \$120.00 St: \$.00
 N.P.N.R.F.: \$.00 P.H.P.F.A.: \$.00
 E.A.A.: \$.00 Gen Purp: \$.00
 C) \$1M: \$.00 REALTY TOTAL: \$120.00

LOW INCOME/MODERATE HOUSING

(The words "Grantor" and "Grantee" include all Grantors and all Grantees under this Deed)

In return for the payment to the Grantor by the Grantee of ONE HUNDRED TWENTY THOUSAND (\$120,000.00) DOLLARS, the Grantor grants and conveys to the Grantee all of the land located in the Borough of Clayton of Gloucester, State of New Jersey, specifically described as follows:

Legal Description is attached hereto

Being the same land and premises granted and conveyed to Gloucester County Habitat for Humanity, Inc. by Deed from Vernon R. Robinson and Hazel M. Robinson, his wife, dated August 1, 2001 and recorded on August 3, 2001 in the Gloucester County Clerk's Office in Deed Book 3291, page 218.

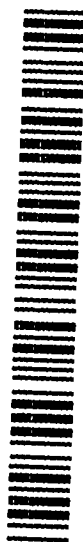
RANGE OF AFFORDABILITY. Property shall have a range of affordability control for a period of thirty (30) years from the date of mortgage. Affordability shall be determined by prevailing State and Federal regional guidelines related to income and maximum resale price.

RESALE. I acknowledge and understand that should I sell this property prior the mortgage completion, the sales price shall not exceed the prevailing maximum resale price (MRP) as determined by regional State and Federal guidelines. further, that the resale shall be made to a low income qualified buyer as determined by regional income guidelines.

RIGHT OF FIRST REPURCHASE. Lender has the first option to repurchase the home should I Borrower choose to sell.

SHARED APPRECIATION. Upon sale of property, I am entitled to

RECORD & RETURN TO:
 GROUP 21 TITLE AGENCY
 FIVE GREENTREE CENTRE STE. 111
 MARLTON, NJ 08053
 856-985-2400



GIT/REP-3
(11-07)

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)

GLOUCESTER COUNTY HABITAT FOR HUMANITY, INC.

Current Resident Address:

Street: 305 S BROADWAY

City, Town, Post Office

State

Zip Code

PITMAN

NJ

08071

PROPERTY INFORMATION (Brief Property Description)

Block(s)

Lot(s)

Qualifier

1814

10.02

Street Address:

1427 FILBERT STREET

City, Town, Post Office

State

Zip Code

CLAYTON

NJ

08312

Seller's Percentage of Ownership

Consideration

Closing Date

100%

\$120,000.00

1/23/2008

SELLER ASSURANCES (Check the Appropriate Box) (Boxes 2 through 8 apply to NON-residents)

1. ☒ I am a resident taxpayer (individual, estate, or trust) of the State of New Jersey pursuant to N.J.S.A. 54A:1-1 et seq. and will file a resident 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: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).
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.

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.

Date

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

improvements made at my expense and a portion of the capital gain per the below schedule:

Years 1 through 5.....No gain received
 Years 6 through 10.....25% of gains
 Years 11 through 30.....50% of gains

This land is now designated as Lot 10.01, Block 1814 in the municipal tax map.

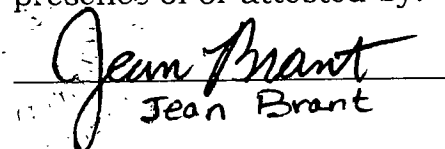
Subject to all easements and restrictions of record, if any.

The Grantor covenants that grantor has done no act to encumber the said premises.

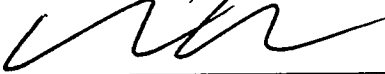
The Grantor has received the full payment from the Grantee.

In witness whereof, grantor has executed this deed of bargain and sale on the date first above written.

Signed, sealed and delivered in the presence of or attested by:


 Jean Brant

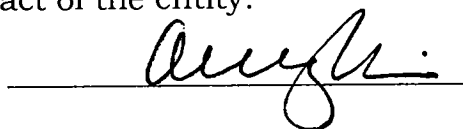
GLOUCESTER COUNTY HABITAT FOR HUMANITY, INC.

 (SEAL)
 by: Bruce H. E. Roesler, Pres.

STATE OF NEW JERSEY
 COUNTY OF GLOUCESTER

I certify that on Jun. 23, 2008 Bruce H.E. Roesler personally came before me and stated to my satisfaction that this person

- (a) was the maker of the attached Deed;
- (b) was authorized to and did execute this Deed as President of Gloucester County Habitat for Humanity, Inc. the entity named in this Deed;
- (c) made this Deed for \$120,000.00 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) and
- (d) executed this Deed as the act of the entity.



ANN M. CAPOZZOLI
 NOTARY PUBLIC OF NEW JERSEY
 My Commission Expires May 21 2009



Land Surveyors

P. O. Box 145 * Clayton, N.J. 08312

Phone: (856) 881-4931 / Fax: (856) 881-2476

BOUNDARY DESCRIPTION

EA File No. 33937B

April 1, 2007

ALL that certain tract of lands situate in the Borough of Clayton, County of Gloucester and State of New Jersey, bounded and described as follows:

BEGINNING at an iron pin set in the easterly line of Filbert Street (50 feet wide), said point being North 08 degrees 41 minutes 00 seconds West a distance of 97.17 feet from the northerly end of a curve connecting said easterly line with the northerly line of Len Blowe Court (50 feet wide), and running: thence

(1) along the easterly line of Filbert Street, North 08 degrees 41 minutes 00 seconds West a distance of 91.77 feet to an iron pin set; thence

(2) North 81 degrees 19 minutes 00 seconds East a distance of 102.50 feet to an iron pin set; thence

(3) South 11 degrees 00 minutes 28 seconds East a distance of 91.77 feet to an iron pin set; thence

(4) South 81 degrees 19 minutes 00 seconds West a distance of 102.50 feet to the point and place of beginning.

BEING known as Lot 10.02 in Block 1814 on the Borough of Clayton Tax Maps.

COMMONLY known as 1427 Filbert Street.

RTF-1 (Rev. 2/19/07)

STATE OF NEW JERSEY

MUST SUBMIT IN DUPLICATE

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

STATE OF NEW JERSEY

COUNTY

GLOUCESTER

0801

MUNICIPALITY OF PROPERTY LOCATION CLAYTON

Consideration: \$120,000.00 Exempt Code: A

Cnty: \$120.00 St: \$0.00

M.P.N.R.F.: \$0.00 P.H.P.F.A.: \$0.00

E.A.A.: \$0.00 Gen Purp: \$0.00

C) \$1M: \$0.00 REALTY TOTAL: \$120.00

LOW + MODERATE INCOME HOUSING

(1) PARTY OR LEGAL REPRESENTATIVE (See Instructions #3 and #4)

Deponent, BRUCE H E ROESLER being duly sworn according to law upon his/her oath,deposes and says that he/she is the LEGAL REPRESENTATIVE in a deed dated 01/22/08 transferring
(Grantor, Legal Representative, Corporate Officer, Officer of Title Company, Lending Institution, etc.)real property identified as Block number 1814 Lot number 10.02 located at1427 FILBERT STREET, BOROUGH OF CLAYTON and annexed thereto.
(Street Address, Town)(2) CONSIDERATION \$ 120,000.00 (See Instructions #1 and #5 on reverse side)

(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 (See 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 Fee, Supplemental Fee, and General Purpose Fee, 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. * (See 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 THE CASE OF HUSBAND AND WIFE/CIVIL UNION PARTNERS, ONLY ONE GRANTOR NEEDS TO QUALIFY IF TENANTS BY THE ENTIRETY.

C. **LOW AND MODERATE INCOME HOUSING** (See Instruction #9 on reverse side)

- ☒ Affordable according to H.U.D. standards. ☒ Reserved for occupancy.
- ☒ Meets income requirements of region. ☒ Subject to resale controls.

(6) NEW CONSTRUCTION (See Instructions #2, #10 and #12 on reverse side)

- ☐ Entirely new improvement. ☐ Not previously occupied.
- ☐ Not previously used for any purpose. ☐ "NEW CONSTRUCTION" printed clearly at the top of the first page of the deed.

(7) 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 23 day of Jan, 2008


ANN M. CAPOZZOLI
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires May 21 2009

Signature of Deponent

Deponent Address

Last 3 digits in Grantor's Social Security Number XXX-XXX-673

Grantor Name

Grantor Address at Time of Sale

Name/Company of Settlement Officer

Bruce Roesler, Pres.
305 So. Broadway
Pittman, NJ
Group 21 Title Agency

FOR OFFICIAL USE ONLY

Instrument Number _____ County _____
Deed Number _____ Book _____ Page _____
Deed Dated _____ Date Recorded _____

County Recording Officers shall forward one copy of each Affidavit of Consideration for Use by Seller when Section 3A is completed.

STATE OF NEW JERSEY - DIVISION OF TAXATION

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

DB3073-2113

This instrument was prepared by 
 BRUCE H. E. ROESLER, ESQ.

D E E D

THIS DEED is made on December 23 1999 between

GRANTOR GLOUCESTER COUNTY HABITAT FOR HUMANITY,
 A Non-Profit Organization
 305 South Broadway
 Pitman, New Jersey 08071

GRANTEE WILLIAM DICK
 MICHELLE DICK, h/w
 1428 Filbert Street
 Clayton, New Jersey 08312

(The words "Grantor" and "Grantee" include all Grantors and all Grantees under this Deed)

In return for the payment to the Grantor by the Grantee of FIFTY THOUSAND----DOLLAR (\$50,000.00), the Grantor grants and conveys to the Grantee all of the land located in the Borough of Clayton, County of Gloucester, State of New Jersey, specifically described as follows:

BEGINNING at an iron pin in the Westerly line of Filbert Street (25 feet wide) and formerly known as Chestnut Street, said point being in the proposed division line, said point also being North 07 degrees 36 minutes West a distance of 180.07 feet from the point of intersection of said Westerly line of Northerly line of Wilson Avenue, (50 feet wide), and running; thence

(1) along the Westerly line of Filbert Street, North 07 degrees 36 minutes West a distance of 94.02 feet to an iron pin, being corner to lands now or formerly of the Borough of Clayton; thence

(2) along said Clayton lands, South 82 degrees 24 minutes West a distance of 87.02 feet to an iron pin; thence

(3) along same, South 13 degrees 18 minutes East a distance of 49.31 feet to an iron pin; thence

(4) still along same, South 76 degrees 42 minutes West a distance of 100.00 feet to pin in the Easterly line of Ash Avenue (50 feet wide, unimproved); thence

(5) along said Easterly line, South 13 degrees 18 minutes East a distance of 42.46 feet to an iron pin in the proposed division line; thence

(6) along said division line, North 80 degrees 04 minutes East a distance of 177.56 feet to the point and place of beginning.

Being the same land and premises granted and conveyed to Gloucester County Habitat for Humanity, a Non-Profit Organization by deed from Gloucester County Habitat for Humanity, a Non-Profit Organization dated October 27, 1998, recorded on December 10, 1998 in Deed Book 2945, page 126 in the Gloucester County Clerk's Office.

This land is now designated as Lot 3, Block 1815, on the municipal tax map.

Consideration: \$ 50000.00 Exempt Code: 0

County	State	N.P.N.R.F.	Total
50.00	0.00	25.00	75.00
gail	Date: 8/19/2000		

889-RTE (Rev. 11/80)

STATE OF NEW JERSEY
AFFIDAVIT OF CONSIDERATION OR EXEMPTION
 (c. 49, P.L. 1968)
 OR
PARTIAL EXEMPTION
 (c. 176, P.L. 1975)

Handwritten: 1
 JULIUS BLUMBERG, INC.
 PUBLISHERS, NYC 10013

To Be Recorded With Deed Pursuant to: 49, P.L. 1968, as amended by: 226, P.L. 1965 (N.J.S.A. 46:15-5 et seq.)

STATE OF NEW JERSEY

COUNTY OF GLOUCESTER

Consideration: \$ 50000.00 Exempt Code: D

County	State	M.P.R.F.	Total
50.00	0.00	25.00	75.00

gall Date: 01/19/2000
 (If the amount is in dollars and cents, please use "c" for cents.)

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

Dependent, Bruce R. E. Roesler, being duly sworn according to law upon his/her oath deposes and says that he/she is the Legal Representative in a deed dated 12-23-99
 (State whether Grantor, Grantee, Legal Representative, Corporate Officer, Officer of Title Co. Lending Institution, etc.)
 transferring real property identified as Block No. 1815 Lot No. 3
 located at 1428 Ellbert Street, Borough of Clayton, County of Gloucester
 (Street Address, Municipality, County)

and annexed hereto

(2) CONSIDERATION (See Instruction #6)

Dependent states that, with respect to deed hereto annexed, the actual amount of money and the monetary value of any other thing of value constituting the entire compensation paid or to be paid for the transfer of title to the lands, tenements or other realty, including the remaining amount of any prior mortgage to which the transfer is subject or which is to be assumed and agreed to be paid by the grantee and any other lien or encumbrance thereon not paid, satisfied or removed in connection with the transfer of title is \$ 50,000.00

(3) FULL EXEMPTION FROM FEE

Dependent claims that this deed transaction is fully exempt from the realty transfer fee imposed by c. 49, P.L. 1968, for the following reason(s): Explain in detail. (See Instruction #7) Mere reference to exemption symbol is not sufficient

(4) PARTIAL EXEMPTION FROM FEE

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

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

- A. **SENIOR CITIZEN** (See Instruction #8)
☐ Grantor(s) 62 yrs. of age or over *
☐ One or two-family residential premises
- B. **BLIND** (See Instruction #8)
☐ Grantor(s) legally blind *
☐ One or two-family residential premises.
☐ Owned and occupied by grantor(s) at time of sale.
☐ No joint owners other than spouse or other qualified exempt owners.
- C. **DISABLED** (See Instruction #8)
☐ Grantor(s) permanently and totally disabled *
☐ One or two-family residential premises.
☐ Receiving disability payments.
☐ Owned and occupied by grantor(s) at time of sale.
☐ Not gainfully employed.
☐ No joint owners other than spouse or other qualified exempt owners.

*IF THE CASE OF HUSBAND AND WIFE, ONLY ONE GRANTEE NEEDS QUALIFY

- D. **LOW AND MODERATE INCOME HOUSING** (See Instruction #8)
☐ Affordable According to HUD Standards.
☐ Meets Income Requirements of Region.

- E. **NEW CONSTRUCTION** (See Instruction #8)
☒ Entirely new improvement.
☐ Not previously occupied.

Dependent makes this Affidavit to induce the County Clerk or Register of Deeds to record the deed and accept the fee submitted herewith in accordance with the provisions of c. 49, P.L. 1968.

Subscribed and Sworn to before me

this 23rd day of December 1999

Bruce R. E. Roesler
 Notary Public for New Jersey

Name of Dependent
Bruce R. E. Roesler
Pinman, NJ 08771
 Address of Dependent

Name of Grantor

Address of Grantor at Time of Sale

FOR OFFICIAL USE ONLY

NOTARY PUBLIC OF NEW JERSEY
 This space for use of County Clerk or Register of Deeds
 Deed Number _____ County _____
 Deed Dated _____ Book _____ Page _____
 Date Recorded _____

IMPORTANT—BEFORE COMPLETING THIS AFFIDAVIT, PLEASE READ THE INSTRUCTIONS ON THE REVERSE SIDE HEREOF.
 This form is prescribed by the Director, Division of Taxation in the Department of the Treasury, as required by law, and may not be altered or amended without the approval of the Director.

ORIGINAL—White copy to be retained by County.

DUPLICATE—County to forward yellow copy to Division of Taxation on partial exemptions from fee. (N.J.A.C. 16:16-8.12)

083070-1114

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

DB3078-P115

The Grantor covenants that grantor has done no act to encumber the said premises.

The Grantor has received the full payment from the Grantee.

In witness whereof, grantor has executed this deed of bargain and sale on the date first above written.

Signed, sealed and delivered in the presence of or attested by:

GLOUCESTER COUNTY HABITAT
FOR HUMANITY, A NON-PROFIT
ORGANIZATION

Raymond A. Price

[Signature]



STATE OF NEW JERSEY
COUNTY OF GLOUCESTER

I am a *Notary Public* an officer authorized to take acknowledgments and proofs in this State. I sign this acknowledgment below to certify that it was made before me.

On *10/20*, 1999, David Willis, President of Gloucester County Habitat for Humanity, a Non-Profit Organization appeared before me in person. This person acknowledged signing, sealing and delivering this Deed as this person's act and deed for the uses and purpose expressed in this Deed.

This person also acknowledged that the full and actual consideration paid or to be paid for the transfer of title to realty evidenced by this Deed, as such consideration is defined in P.L. 11968, c.49 s(c), is \$50,000.00.

Raymond A. Price

[Signature]

RAYMOND A. PRICE
NOTARY PUBLIC
STATE OF NEW JERSEY
COMMISSION EXPIRES 12/31/2006



DB3078-2116

D E E D

GLOUCESTER COUNTY HABITAT
FOR HUMANITY, A NON-PROFIT
ORGANIZATION

to

WILLIAM DICK
MICHELLE DICK

RECORD & RETURN TO:

BRUCE H.E. ROESLER
PO Box 156
Pitman, NJ 08071

Consideration : \$ 50000.00 Exempt Code: D
County State W.P.N.R.F. Total
50.00 0.00 25.00 75.00
gall Date: 01/19/2000

RECEIVED
JAN 19 2000
GLOUCESTER COUNTY

44020 00

Certificate of Transfer of Ownership 147 W ACADEMY ST

Block/Lot 1404/32

Owner

THE DEVEREUX FOUNDATION

444 DEVEREUX DRIVE

VILLANOVA, PA, 19085

PER ORDINANCE NO. 45-4.1 - THIS SERVES AS NOTICE THAT, BASED ON A GENERAL INSPECTION OF THE VISIBLE PARTS OF THE BUILDING, THE BUILDING IS APPROVED FOR CONTUED OCCUPANCY. THIS INSPECTION DOES NOT INCLUDE TERMITE INSPECTION.

OCCUPANCY IS ALLOWED

BOROUGH OF CLAYTON

Municipal Building

CLAYTON, NEW JERSEY 08312

(856)881-2882 FAX(856)881-9408

ALEX FANFARILLO
HOUSING OFFICER

Insp No. 2051

Date Passed: 2/13/20

Date Printed: 4/09/26

Certificate of Transfer of Ownership

15 MADISON AVE

Block/Lot 1104/17
Owner
ELWYN NEW JERSEY
111 ELWYN RD
MEDIA, PA 19063,

PER ORDINANCE NO. 45-4.1 - THIS SERVES AS NOTICE THAT, BASED ON A GENERAL INSPECTION OF THE VISIBLE PARTS OF THE BUILDING, THE BUILDING IS APPROVED FOR CONTIUED OCCUPANCY. THIS INSPECTION DOES NOT INCLUDE TERMITE INSPECTION.

OCCUPANCY IS ALLOWED

BOROUGH OF CLAYTON
Municipal Building
CLAYTON, NEW JERSEY 08312
(856)881-2882 FAX(856)881-9408

ALEX FANFARILLO
HOUSING OFFICER

Insp No. 2927
Date Passed: 4/14/23
Date Printed: 4/09/26

OWNERS NAME: ELWYN NEW JERSEY
Street Address: 111 ELWYN RD
City & State: MEDIA, PA 19063
Property Loc: 15 MADISON AVE

DEED: 11004
Lot: 17
Qual: M
Card: M

DEED: 11004
Lot: 17
Qual: M
Card: M

DEED: 11004
Lot: 17
Qual: M
Card: M

UNIT METHOD: UNIT: 0.826 AC RATE: 250000 SITE: 65000 NC: 100
ADJUSTMENTS: 90% 90% 100% 100% NET: 81.00%

1-TRAF INFL/NOISE 9-ECONOMIC DEPR

BUILDING PERMITS				ASSESSMENT HISTORY				SALE HISTORY			
Date	Description	Amount	Compl Mos	Added	Year	Land	Impr	Net	Grantor	Date	Price
					2026	65,000	383,400	448,400	A & R ENTERPRISES LLC	01/24/20	263,900
					2025	65,000	308,400	373,400	WELLS FARGO BANK	05/05/08	137,750
									LEWIS GEORGE C JR	02/13/08	100
										01/26/05	1

LAND CALCULATIONS				SITE INFORMATION				RESIDENTIAL COST APPROACH			
UNIT METHOD:	UNIT:	0.826 AC	RATE:	250000	SITE:	65000	NC:	100			
ADJUSTMENTS:	90%	90%	100%	100%	NET:	81.00%					
1-TRAF INFL/NOISE	9-ECONOMIC DEPR										

SKETCH			
--------	--	--	--

BIDG INFORMATION			
Year Built:	1960	Type/Use:	MIXED-USE
Eff Age:	65 Y	Style:	RANCH
Bldg Cla:	12	Ext Siding:	STONE
Num Units:	AD	Roof Type:	GABLE
Condition:	GOOD	Roof Matl:	ASPHALT SHINGLE
Int Cond:	GOOD	Foundation:	CONCRETE SLAB
Story Ht:	ONE STORY	Fndtn Const:	
Row/End:		Heat Source:	GAS
Garage:		Liveable Area:	4890

ROOM COUNT			
BEDROOMS:	3	2	3
FULL BATH:	2	2	3
HALF BATH:	3	1	1
KITCHEN:	1	1	0
LIVING RM:	1	1	1
DINING RM:	1	1	1
FAMILY RM:	5	5	5
OTHER:	1	1	2
Condition	Modern	Avg	Old
KITCHEN:	1		
BATH:	2		

LAND: 65,000 IMPR: 383,400 TOTAL: 448,400

CLAYTON

PHOTO



04/09/26

BOOK: 220 Lot: 20 Qual: Card: M
Map: 75X120 Addl: 75X120
Owner's Name: 289 JACKSON RD
Street Address: BERLIN, NJ 08009
City & State: 519 ROOSEVELT BLVD
Property Loc: 519 ROOSEVELT BLVD
Class: 15D
Grantor: CLAYTON
Impr: 265,600
Total: 337,000
Exemption Code: 75,400
Value: 337,000
Incl Exempt Value: 337,000

BUILDING PERMITS				ASSESSMENT HISTORY				SALE HISTORY			
Date	Description	Amount	Compl Mos	Added	Year	Land	Impr	Net	Grantor	Date	Price
				71,385	2026	71,400	265,600	337,000	RESOURCES FOR HUMAN DEVELOPMENT IN	05/31/02	1
				60000 NC:100	2025	71,400	196,100	267,500	SCHARNAGLE, KEVIN & GEORGIANA	06/22/99	88,000

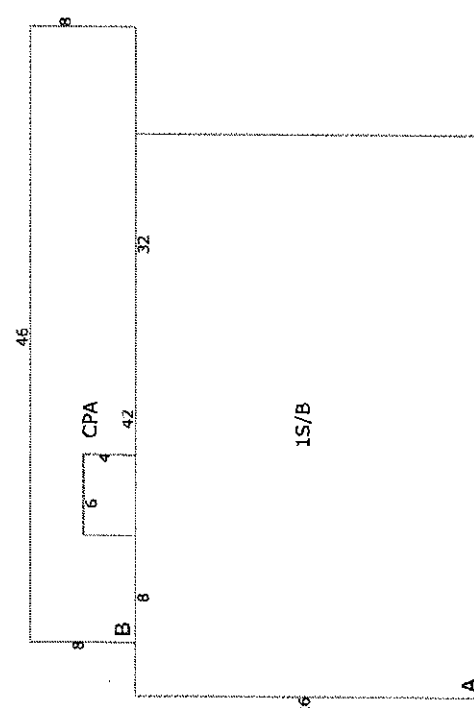
LAND CALCULATIONS				SITE INFORMATION				RESIDENTIAL COST APPROACH							
UNIT METHOD: UNIT: 0.207 AC RATE: 55000 SITE: 60000 NC:100				Map: 2	Neigh: 104	Util: YES									
				Zone: R-B	VCS: A104	Road: PAVED									
				Acres: 0.207	Auto: Y	Topo: LEVEL									
SKETCH				BLDG INFORMATION				Size							
				Year Built: 1982	Type/Use: ONE FAMILY			BASEMENT 1092							
				Eff Age: 43 Y	Style: RANCH			BASEMENT FIN 828							
				Bldg Cla: 17	Ext Siding: VINYL SIDING			FIRST STORY 1092							
				Num Units: JR	Roof Type: GABLE			FORCED HOT AIR 1920							
				Condition: AVERAGE	Roof Matl: ASPHALT SHINGLE			AC ADDED TO HOT 1920							
				Int Cond: GOOD	Foundation: CONC/CIND BLK			3 FIXTURE BATH 1							
				Story Ht: ONE STORY	Fndtn Const:			2 FIXTURE BATH 0							
				Row/End:	Heat Source: GAS			PATIO 344							
				Garage:	Livable Area: 1092										

Room Count

	B	1	2	3	T
BEDROOMS:	3	3			3
FULL BATH:	1	1			1
HALF BATH:					0
KITCHEN:	1	1			1
LIVING RM:	1	1			1
DINING RM:					0
FAMILY RM:	1	1			1
OTHER:	1	1			1
Condition		Modern	Avg	Old	
KITCHEN:		1			
BATH:		1			

PHOTO

Land: 71,400 Impr: 265,600 Total: 337,000



A=1S/B (1092)
B=CPA (344)

OWNERS NAME: CLW IN NJ
Street Address: 228 W LANDIS AVE BLDG C
City & State: VINELAND, NJ 08360
Property Loc: 226 SIXTH AVE

BLDG. LOT: 7
Lot: 100X109
Addl:
Card: M

EXEMPTION
Code:
Value:
CLAYTON

Land: 04,200
Impr: 306,500
Total: 369,000
Class: 15D

INCL TAXABLE VALUE
369,000

BUILDING PERMITS				ASSESSMENT HISTORY				SALE HISTORY			
Date	Description	Amount	Compl Mos	Added	Year	Land	Impr	Net	Grantor	Date	Price
					2026	62,500	306,500	369,000	BOROUGH OF CLAYTON	10/07/04	20,500
					2025	62,500	273,800	336,300			

LAND CALCULATIONS				SITE INFORMATION				RESIDENTIAL COST APPROACH			
UNIT METHOD: UNIT: 0.250 AC RATE: 50000 SITE: 50000 NC:100				Map:	Neigh:	Util:		Size			
				Zone:	VCS:	Road:					
				Acres:	Auto:	Topo:					
				0.250	Y	LEVEL					

SKETCH				BLDG INFORMATION			
				Year Built:	Type/Use:		
				2024	ONE FAMILY		
				Eff Age:	Style:		
				1 Y	RANCH		
				Bldg Cla:	Ext Siding:		
				17	VINYL SIDING		
				Num Units:	Roof Type:		
				BG	GABLE		
				Condition:	Roof Matl:		
				AVERAGE	ASPHALT SHINGLE		
				Int Cond:	Foundation:		
				AVERAGE	POURED CONCRETE		
				Story Ht:	Fndtn Const:		
				ONE STORY			
				Row/End:	Heat Source:		
					GAS		
				Garage:	Livable Area:		
					2250		

Room Count	B	1	2	3	T
BEDROOMS:	4				4
FULL BATH:	2				2
HALF BATH:	1				1
KITCHEN:	1				1
LIVING RM:	1				1
DINING RM:	1				1
FAMILY RM:					0
OTHER:	2				2
Condition	Modern	Avg	Old		
KITCHEN:		1			
BATH:		2			

15/SL

A=WD (108)
B=CPA (120)
C=OP (56)
D=CPA (108)
E=15/SL (2250)

PHOTO

Resolution No.: 10 - 16

**RESOLUTION OF THE BOROUGH OF CLAYTON PLANNING BOARD GRANTING
AMENDED PRELIMINARY MAJOR SITE PLAN APPROVAL FOR
BERKS WALK AT CLAYTON
BLOCK 1102.05, LOT 96
(315 South Delsea Drive)**

APPLICANT –BERK-COHEN ASSOCIATES AT RUSTIC VILLAGE, LLC

WHEREAS, the Applicant, Berk-Cohen Associates at Rustic Village, LLC, of 2657 E. 14th Street, Brooklyn, New York, submitted an application seeking Amended Preliminary Major Site Plan approval; and

WHEREAS, the property in question is shown on the Tax Map of the Borough of Clayton as Block 1102.05, Lot 96 located at 315 South Delsea Drive with frontage on Delsea Drive; and

WHEREAS, Joseph Glennon recused himself as a member of the Clayton Land Use Board and did not participate in the hearing of this matter; and

WHEREAS, the Applicant was represented by Robert D. Mintz, Esquire of the Law Offices Freeman and Mintz located at 34 Tanner Street, Haddonfield, New Jersey before the Borough of Clayton Planning Board on September 19, 2016; and

WHEREAS, the Applicant had received General Development Plan (GDP) approval from this Board memorialized on January 19, 2011 at Resolution No. 05 – 11 for a residential community consisting of 350 new rental units (175 apartment units and 175 townhouse units) in 56 apartment/townhouse buildings with associated driveways, one (1) clubhouse and two (2) commercial buildings, with associated parking areas. A stormwater management system consisting of three (3) wet ponds is proposed as well as five (5) proposed infiltration basins to be constructed in a phased build out consisting of five (5) phases and Preliminary Major Site Plan approval memorialized on May 16 , 2012 at Resolution No. 06 – 12; and

WHEREAS, in support of the instant application for (Amended) Preliminary Major Site Plan approval the Applicant proffered the testimony of Maria Avery Russ, the Site

Manager as the Applicant's representative, Richard St. Maur as the Project Manager and John M. Pettit, P.E., P.P., CME with offices at 497 Center Street, Sewell, New Jersey; and

WHEREAS, in support of this application, the Applicant has submitted a Preliminary Major Site Plan – Rustic Village Infill Units consisting of six (6) sheets dated July 1, 2016 and as prepared by John M. Pettit, P.E., P.P., CME; and

WHEREAS, the Applicant began their presentation by reminding the Board that Rustic Village dates back to the 1970's and the land behind it is the proposed Berks Walk site drawing the Board's attention to the fact that the present application is, in essence, a product of COAH litigation brought against the Borough that was ultimately resolved with the parameters of that settlement defined in Ordinance #11-09, i.e. the "Planned Unit Development Overlay," adopted by Borough Council on August 13, 2009 and formalized as a GDP approval by this Board as hereinbefore noted; and

WHEREAS, the Applicant now comes back before the Board seeking Amended Preliminary Major Site Plan in order to permit the additional or incorporation of eight (8) market rate rental units as endcap townhome units as a mechanism to test the marketability of such units in the Clayton area; and

WHEREAS, Mr. Mintz explained that although this project has an important COAH component the law permits building up to twenty five (25) market rate units before having to build COAH units in order to develop an income stream and help support the cost of infrastructure; and

WHEREAS, the following Exhibits were utilized during the Applicant's presentation:
1. Berks – 1 is an Aerial Photograph dated September 9, 2016 with superimposed endcap units and an outline of the site, 2. Berks – 2 is the Project Development Schedule dated August 31, 2016; and

WHEREAS, the Mr. Pettit testified that there is less than 0.25 acres of additional impervious and no change to the stormwater is needed; and

WHEREAS, in summary, there was a general discussion among the Board members, the Board professionals and the Applicant's representatives and it agreed: **1.** The Applicant shall work with the Board professionals on any lighting issues in anticipation of Final Site Plan review, **2.** The Applicant shall add one (1) ADA compliant parking space in front of Building "B", **3.** The new buildings shall be consistent and complimentary to the existing buildings at the project, **4.** The Applicant does not propose any change to signage from prior approvals, **5.** The Applicant shall relocate the driveway out to the Delsea Drive and install the sidewalk out to Delsea Drive as part of Phase One, **5.** The Applicant is granted variances as indicated in the professional review letters which are incorporated herein, e.g. distance between front and rear of buildings "J" and "K" being 28 feet and "K" and "H" being 29 feet where 50 feet is required, internal setback of 23.6 feet where 25 feet is required, maximum building length of building "G" is 285 feet and buildings "A" and "B" are 205 feet where 200 feet is permitted, **6.** The Applicant through Ms. Russ testified that the existing apartments are 96% rented and there has been more than enough parking and the addition of eight units would not be a parking problem. Further, Ms. Russ testified that there is a parking area near Building "A" that has not even been striped and many residents of Building "G" are older and do not drive, **7.** The Applicant testified that they plan to break ground on March 6, 2017 and begin occupancy on the first unit in June of 2017 and the final unit in October of 2017, **7.** The Applicant testified that the new units are expected to rent for approximately \$1,600.00 per month, an amount significantly higher than the existing units, **8.** The Applicant accepts the Board's professional review letters and can comply, **9.** The Applicant shall provide sidewalk in front of units 15 and 16 at Building "A", **10.** The Applicant shall locate the replacement trees on the plan along with a planting schedule, **11.** Ultimately, this project shall provide forty six (46) affordable units, **12.** The Applicant is fine with the letter from Public Works dated August 25, 2016, and **13.** The requirements of all prior resolution and approvals remain in full force and effect until modified herein; and

WHEREAS, members of the public were permitted to speak on the application at the regularly scheduled Planning Board Meeting held on September 19, 2016 and no one appeared to be heard; and

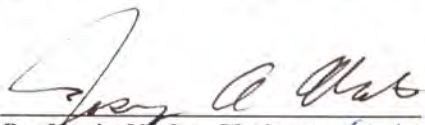
WHEREAS, the Board has carefully considered all the documents submitted and the testimony of the witnesses and members of the public;

NOW, THEREFORE, BE IT RESOLVED that the application for approval of the Amended Preliminary Major Site Plan is **GRANTED** together with waivers and variances and hereinbefore mentioned subject to and contingent upon: 1. Compliance with Board professional review letters, 2. Compliance with any and all prior Resolutions, and 3. as defined and limited in Ordinance #11-09, the "Planned Unit Development Overlay," by the Borough of Clayton Planning Board, by a 8 yes to 0 no vote.

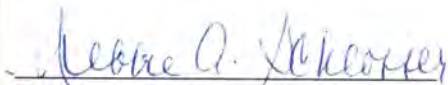
BE IT FURTHER RESOLVED, that certified copies of this Resolution shall be forwarded to the applicant, Borough Clerk, Borough Construction Official, Borough Tax Assessor, and the Borough Zoning Officer.

THIS RESOLUTION DULY ADOPTED at a regular meeting of the Borough of Clayton Planning Board held on Monday, October 17, 2016.

**Borough of Clayton Combined
Planning Board and Zoning Board of Adjustment**


By: Kevin Nesko, Chairman (Vice)
Joseph Abate

Attest:

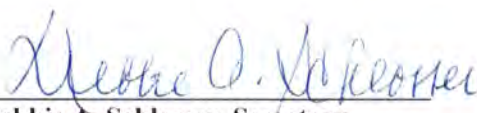

Debbie A. Schlosser, Secretary

ROLL CALL VOTE

THOSE IN FAVOR	<u>6</u>
THOSE OPPOSED	<u>0</u>
THOSE ABSTAINED	<u>2</u>

CERTIFICATION

I hereby certify that the foregoing Resolution is a true copy of a Resolution adopted by the Borough of Clayton Combined Planning Board and Zoning Board of Adjustment at a regularly scheduled meeting of the Board held on October 17, 2016 at the Borough of Clayton Municipal Building, 125 Delsea Drive, Clayton, New Jersey 08312 at 7:30 p.m. and memorializes the decision reached by said Board on the herein application at the Board's September 19, 2016 meeting and public hearing.


Debbie A. Schlosser, Secretary

Resolution No.: 05 - 11

**RESOLUTION OF THE BOROUGH OF CLAYTON PLANNING BOARD GRANTING
GENERAL DEVELOPMENT PLAN APPROVAL FOR
BERKS WALK AT CLAYTON
BLOCK 1102.05, LOTS 24, 50, 51, 58.02, 95, 96 AND 97
(315 South Delsea Drive)**

APPLICANT - BERK/COHEN AT BERK'S WALK AT CLAYTON

WHEREAS, the Applicant, Berk/Cohen at Berk's Walk at Clayton, of 2657 E. 14th Street, Brooklyn, New York, submitted an application seeking General Development Plan (GDP) approval for land which is owned by the Applicant; and

WHEREAS, the property in question is shown on the Tax Map of the Borough of Clayton as Block 1102.05, Lots 24, 50, 51, 58.02, 95, 96, and 97 located at 315 South Delsea Drive with frontage on both Delsea Drive and Madison Avenue; and

WHEREAS, the Applicant was represented by Elizabeth R. Hurtubise, Esquire of K. Hovnanian Co. located at 45 Brennan Drive, Bryn Mawr, Pennsylvania before the Borough of Clayton Planning Board on December 15, 2010; and

WHEREAS, the Applicant's GDP proposes a community consisting of 350 new rental units (175 apartment units and 175 townhouse units) in 56 apartment/townhouse buildings with associated driveways, one (1) clubhouse and two (2) commercial buildings, with associated parking areas. A stormwater management system consisting of three (3) wet ponds is proposed as well as five (5) proposed infiltration basins and one (1) underground storage facility to be constructed in a phased build out consisting of five (5) phases; and

WHEREAS, in support of this application the Applicant proffered the testimony of Kendra A. Lelie, P.P., AICP and Thomas J. Scangarello, P.P. of Planning Design Collaborative, LLC located at 150 Himmelein Road, Medford, New Jersey, Joseph Glennon as the Applicant's representative, Arnold Garonzik, P.P., AICP (Traffic Engineer) of Litwornia Associates, Inc. located at 3 Trading Post Way, Medford Lakes, New Jersey and John M. Pettit, P.E., P.P., CME with offices at 497 Center Street, Sewell, New Jersey; and

WHEREAS, in support of this application, the Applicant has submitted a General Development Plan consisting of eleven (11) sheets dated July 8, 2010 and most recently revised August 17, 2010 as prepared by Kendra A. Lelie, P.P., AICP and John M. Pettit, P.E., P.P., CME; and

WHEREAS, in further support of this application, the Applicant has submitted a Traffic Assessment dated July 20, 2010 and as prepared by Litwornia Associates; and

WHEREAS, in further support of this application, the Applicant has submitted a Community Impact Statement dated September, 2010 as prepared Kendra A. Lelie, P.P., AICP; and

WHEREAS, in further support of this application, the Applicant has submitted a Site Environmental Assessment dated September, 2010 as prepared Kendra A. Lelie, P.P., AICP; and

WHEREAS, in further support of this application, the Applicant has submitted a Stormwater Management Report dated August 3, 2010 and as prepared John M. Pettit, P.E., P.P., CME; and

WHEREAS, the Applicant began their presentation by noting that Rustic Village dates back to the 1970's and the land behind it is the proposed Berks Walk site drawing the Board's attention to the fact that the present application is, in essence, a product of COAH litigation brought against the Borough that was ultimately resolved with the parameters of that settlement defined in Ordinance #11-09, i.e. the "Planned Unit Development Overlay," adopted by Borough Council on August 13, 2009; and

WHEREAS, the "Planned Unit Development Overlay" defines, inter alia, the Development Standards which includes the bulk standards for residential and commercial development, the Affordable Housing component requirements, stormwater management, vehicular access, buffering, types of commercial uses permitted and that an approved GDP shall be binding for ten (10) years from the date of the adoption of said "Planned Unit Development Overlay"; and

WHEREAS, Ms. Lelie described the proposed community as “new urban”, a type of walkable community with amenities for residents of Berks Walk and Clayton, a community with a walking trail, health club, tot lot, outdoor pool with 25% of the project being open space (this gross amount includes the pond and basins) with an open area towards the rear being 11 acres; and

WHEREAS, Ms. Lelie utilized a PowerPoint presentation consisting of eighteen (18) slides as follows: 1. Village at Berks Walk – Introduction, GDP, History, PUD Ordinance, Community Profile, 2. General Development Plan, 3, 4 and 5. History – Working with Borough Officials for Affordable Housing, 6. PUD Ordinance, 7. Community Profile – Land Use Plan, 8. Community Profile – Village at Berks Walk, 9. Community Profile – Housing Plan, 10. Community Profile – Commercial Component, 11. Community Profile – Community Center, Fitness Facility, Management/Sales Office, 12. Community Profile – Recreation, 13. Community Profile – Landscape Aspects and Buffers, 14. Community Profile – Open Space Plan, 15. Community Profile – Circulation Plan, 16. Community Profile – Stormwater Management and Utilities, 17. Community Profile – Phasing Plan, and 18. Conclusion; and

WHEREAS, Mr. Garonzik then testified regarding the present levels of services at the various intersections as being at level “A” or “B” with a build out affecting two (2) intersections at peak times going from a level “B” to level “C”. He went on to testify that another traffic study is to be done at the beginning of Phase 5. The Board anticipates the very real risk of cut through traffic with Chestnut acknowledged by the Applicant and it is agreed that traffic calming and other options to address this possibility shall be addressed at preliminary site plan review; and

WHEREAS, the Mr. Pettit next testified discussing stormwater management detailing the present conditions where Rustic Village drains to the existing pond and the plan to re-route the Rustic Village stormwater to the front basins on Delsea Drive and use the pond to accept runoff from some of the new construction and the ability to store excess runoff with an underground system. Mr. Pettit also demonstrated adequate dimensions for a turning radius for a forty-eight (48’) foot fire truck; and

WHEREAS, Ms. Lelie next testified as regards the proposed Phasing Plan indicating a proposed five (5) phase build out with approximately twenty (20%) per cent of the dwellings being constructed in each phase with fifty (50%) per cent of the COAH units being built in Phase 1 and the other fifty (50%) per cent being built in Phase 2. At the conclusion of Phase 2 access to Madison would then be permitted. Mayor Radio and the Board talked about getting the retail built earlier in the project and ultimately approval for this GDP was granted premised upon the retail construction being started with the residential as part of Phase 3; and

WHEREAS, members of the public were permitted to speak on the application at the regularly scheduled Planning Board Meeting held on December 15, 2010 and approximately eleven (11) nearby neighbors appeared and testified which may be summarized as follows: Steven Mathis was interested in the buffering plan, if there is a tree preservation plan (PUD addresses this), proposed fencing (none are presently proposed), irrigation and concern about Clayton's water supply, 2. Karen Donahue also asked about the buffering plan, the school bus circulation patterns, increased traffic and concern about speeding drivers, 3. Jeremiah Long asked what is a GDP and stated that he and his wife have been here four years and followed this project, he expressed a concern about adequate buffering and the trail that runs through the woods that would be a walking trail for the new project, 4. Scott Polo was interested in a number of issues – buffering, trash disposal, use of solar power if possible, and water conservation, 5. Denise Cleaver asked about construction traffic and controlling access off of Madison, also about stormwater management since the back of the property is higher than Madison, 6. Jim Falcone has been in Clayton for 15 years and lives in the Countryside development across from the proposed development and he is disappointed that the woods are going to be destroyed to construct a development potentially hurting all of the little animals that live there by destroying their habitat, 7. John Rhymer does not want to see children from the new development wandering into neighbors' backyards and thought a fence might help, also he asked about stormwater management, 8. Joyce Black has been in Clayton for 62 years and doesn't see how adding another development helps the town – just brings kids not businesses, also her house is low and gets flooded so she is concerned about runoff, 9. Raymond Apana wanted to know the financial impact of the project on the Borough of Clayton and Ms. Lelie responded using the Community Impact Statement and that the School Board's projection done

about two years ago included this project's build out, he was also disappointed to hear the sewer would go down Madison because he has septic and would not want to tie into the sewer, 10. Nancy Truland stated that Phase 1 backed up to her property and she is most concerned about an adequate buffer, and 11. Sondra Sonstein thought the design looked good, but was concerned about stormwater runoff and traffic; and

WHEREAS, in summary, there was a general discussion among the Board members, the Board professionals and the Applicant's representatives that while the Applicant has done a considerable amount of engineering for a GDP, the Applicant must still be prepared to address Board concerns at site plan review which no doubt will include: 1. amenities for Rustic Village, 2. the interplay of the amenities provided at Berks Walk with those not residing there, 3. construction access, 4. trash handling and traffic flow, 5. stormwater runoff when additional grading planning is done, 6. possible need for fences around basins or elsewhere, 7. sidewalks and how children may walk to school, 8. details regarding the pump station and the location possibly too close to the clubhouse, 9. the emphasis on and the importance of the retail component; and

WHEREAS, the Board has carefully considered all the documents submitted and the testimony of the witnesses and members of the public;

NOW, THEREFORE, BE IT RESOLVED that the application for approval of the General Development Plan is **GRANTED** subject to and contingent upon: 1. preliminary and final site plan approval, 2. that the construction of the retail component is started at the same time as the construction of the residential component at the beginning of Phase 3, and 3. as defined and limited in Ordinance #11-09, the "Planned Unit Development Overlay," by the Borough of Clayton Planning Board, by a 7 yes to 0 no vote.

BE IT FURTHER RESOLVED, that certified copies of this Resolution shall be forwarded to the applicant, Borough Clerk, Borough Construction Official, Borough Tax Assessor, and the Borough Zoning Officer.

THIS RESOLUTION DULY ADOPTED at a regular meeting of the Borough of Clayton Planning Board held on Wednesday, January 19, 2011.

Borough of Clayton Planning Board

Darlene Vondran
By: Darlene Vondran, Chairman

Attest:

Debbie A. Schlosser
Debbie A. Schlosser, Secretary

ROLL CALL VOTE

THOSE IN FAVOR	<u>7</u>
THOSE OPPOSED	<u>0</u>
THOSE ABSTAINED	<u>2</u>

CERTIFICATION

I hereby certify that the foregoing Resolution is a true copy of a Resolution adopted by the Borough of Clayton Planning Board at a regularly scheduled meeting of the Board held on January 19, 2011 at the Borough of Clayton Municipal Building, 125 Delsea Drive, Clayton, New Jersey 08312 at 7:30 p.m. and memorializes the decision reached by said Board on the herein application at the Board's December 15, 2010 meeting and public hearing.

Debbie A. Schlosser
Debbie A. Schlosser, Secretary

Resolution No.: 06 - 12

**RESOLUTION OF THE BOROUGH OF CLAYTON PLANNING BOARD GRANTING
PRELIMINARY MAJOR SITE PLAN APPROVAL FOR
BERKS WALK AT CLAYTON
BLOCK 1102.05, LOTS 24, 50, 51, 58.01, 58.02, 95, 96, 97 and 98
(315 South Delsea Drive)**

APPLICANT – BERK/COHEN AT BERK’S WALK AT CLAYTON

WHEREAS, the Applicant, Berk/Cohen at Berk’s Walk at Clayton, of 2657 E. 14th Street, Brooklyn, New York, submitted an application seeking Preliminary Major Site Plan approval for land which is owned by the Applicant; and

WHEREAS, the property in question is shown on the Tax Map of the Borough of Clayton as Block 1102.05, Lots 24, 50, 51, 58.01, 58.02, 95, 96, 97, and 98 located at 315 South Delsea Drive with frontage on both Delsea Drive and Madison Avenue; and

WHEREAS, the Applicant was represented by Elizabeth R. Hurtubise, Esquire of the Law Offices Elizabeth R. Hurtubise located at 45 Brennan Drive, Bryn Mawr, Pennsylvania before the Borough of Clayton Planning Board on April 18, 2012; and

WHEREAS, the Applicant had received General Development Plan (GDP) approval from this Board memorialized on January 19, 2011 at Resolution No. 05 – 11 for a residential community consisting of 350 new rental units (175 apartment units and 175 townhouse units) in 56 apartment/townhouse buildings with associated driveways, one (1) clubhouse and two (2) commercial buildings, with associated parking areas. A stormwater management system consisting of three (3) wet ponds is proposed as well as five (5) proposed infiltration basins to be constructed in a phased build out consisting of five (5) phases; and

WHEREAS, in support of the instant application for Preliminary Major Site Plan approval the Applicant proffered the testimony of Joseph Glennon as the Applicant’s representative, Arnold Garonzik, P.P., AICP (Traffic Engineer) of Litwornia Associates, Inc. located at 3 Trading Post Way, Medford Lakes, New Jersey and John M. Pettit, P.E., P.P., CME with offices at 497 Center Street, Sewell, New Jersey; and

WHEREAS, in support of this application, the Applicant has submitted a Preliminary Major Site Plan consisting of thirty two (32) sheets dated December 22, 2011 and most recently revised February 29, 2012 as prepared by John M. Pettit, P.E., P.P., CME; and

WHEREAS, in support of this application, the Applicant has submitted a Plan of Survey & Topography consisting of one (1) sheet dated January 11, 2006 prepared by Jeffrey R. Gellenthin of Gellenthin, Inc. located at 150 Center Street, Sewell, New Jersey; and

WHEREAS, in further support of this application, the Applicant has submitted a Traffic Assessment dated March 9, 2012 and as prepared by Arnold Garonzik, P.P., AICP and Alexander J. Litwornia, P.E., P.P. both of Litwornia Associates; and

WHEREAS, in further support of this application, the Applicant has submitted a Stormwater Management Report dated December 22, 2011 which includes the December 1, 2011 Plan of Existing Drainage Areas, Proposed Drainage Areas and Inlet Drainage Areas prepared John M. Pettit, P.E., P.P., CME; and

WHEREAS, in further support of this application, the Applicant has submitted a Soil Investigation Report dated March 6, 2012 and as prepared by J. Scott Horn, PG, CHMM of Acer Associates, LLC located at 1012 Industrial Drive, West Berlin, New Jersey; and

WHEREAS, in further support of this application, the Applicant has Sign Detail drawings for Retail Space sign and Rustic Village sign by Coordinated Project Solutions, LLC located at 3001 Lincoln Drive West, Suite B, Marlton, New Jersey; and

WHEREAS, the Applicant began their presentation by reminding the Board that Rustic Village dates back to the 1970's and the land behind it is the proposed Berks Walk site drawing the Board's attention to the fact that the present application is, in essence, a product of COAH litigation brought against the Borough that was ultimately resolved with the parameters of that settlement defined in Ordinance #11-09, i.e. the "Planned Unit Development Overlay," adopted by Borough Council on August 13, 2009 and formalized as a GDP approval by this Board as hereinbefore noted; and

WHEREAS, the following Exhibits were utilized during the Applicant's presentation:

1. A – 1 is a color rendered composite of the site plan, 2. A – 2 is the Open Space Plan, 3. A – 3

is a rendering of the proposed monument sign, 4. A – 4 is a rendering of the “Retail Coming Soon” sign; and

WHEREAS, Mr. Petit and Mr. Glennon through counsel outlined the composition of the site and the expected build out, traffic circulation, etc. It was noted that the grey colored areas in the front as depicted on the site plan are for commercial for which the Applicant is not presently seeking approval; and

WHEREAS, Mr. Garonzik then testified regarding traffic patterns and levels of traffic that shall be revisited and studied as the project is built out; and

WHEREAS, the Mr. Pettit next testified discussing stormwater management referring to his prior testimony and indicating that there is no underground storage as was incorrectly noted on the GDP Resolution; and

WHEREAS, in summary, there was a general discussion among the Board members, the Board professionals and the Applicant’s representatives and it is agreed: 1. Water sewer approvals are not finalized and the Applicant shall keep the Board apprised of this progress, 2. The Applicant is granted a design waiver for not having an underground irrigation system, 3. The residential aspect of the site will utilize single stream recycling, 4. There shall be security lighting attached to the rear of the buildings, 5. The trail shall be opened only from dawn to dusk and shall not be lighted, 6. The sidewalk shall connect Rustic Village to East Chestnut, 7. A “Tot Lot” is to be constructed at Rustic Village, 8. The Applicant is granted a variance to place two (2) signs (one for Rustic Village and one stating “Coming Soon”) 15 feet back from the right of way where 25 feet is required and the Applicant has confirmed that there are no sight triangles issues related thereto, 9. The Applicant is granted a waiver to plant street trees and stagger the trees at 75 foot intervals where 50 feet is required and to not be required to install an underground irrigation system, 10. The Applicant is granted a variance for the setback of the internal drive and parking stalls of some units, 11. Madison shall have one way access with “Do Not Enter” signs and South New Road would have “No Through Traffic” signs, 12. The Board has reserved the right to require the Applicant to conduct additional traffic studies during the project build out if in the Board’s sole opinion they are necessary, 13. The Applicant shall work with the Borough Fire Chief and the Board professionals to address any fire safety

concerns in accordance with all applicable State of New Jersey laws and regulations together with any applicable county or local laws, ordinances or regulations, 14. The Applicant agrees to work with the Board professionals to install the enhanced sidewalk with the stamped concrete borders to fit in with those already in use in the community, 15. The Applicant shall provide COAH units in the same proportion as market rate units during the build out, i.e. 50% of market rate units completed equals 50% of the COAH units completed and so on, 16. The Low and Moderate Income Units shall be interspersed between Rustic Village and Berks Walk with the 18 Rustic Village units becoming available as tenants turn over, 17. The Applicant agrees to develop a buffering plan subject to Board professional acceptance for the area at the rear facing Madison Avenue, 18. The Applicant shall state at Final Site Plan Approval for Phase One when the swimming pool (instead of basketball courts) shall be finished, 19. A multipurpose field instead of two (2) tennis courts is proposed along with a Gazebo and the Applicant shall report to the Board when they will be completed no later than Phase Three, 20. The Applicant must address at Phase Four and Five that construction vehicles shall be permitted in and out of Madison but not general traffic, 21. It is agreed that units with garages shall have language in the lease that states that the garage may not be used as living space and the resident is to use said garage for parking of one's vehicle, 22. The Applicant will utilize a staggered fronts appearance when they return for final site plan approval, 23. The walking trail shall be opened from dawn to dusk with motion sensor lighting and a closed circuit monitoring system to discourage night-time use, 24. The Applicant shall locate the proposed handicapped parking spaces at the time of Final Site Plan Approval, and 25. The Applicant shall work with the Board professionals to develop/enhance the buffering to Sugar Hill where it backs up to the pond and four (4) units along with the buffering for Belview Avenue and Moore Avenue; and

WHEREAS, members of the public were permitted to speak on the application at the regularly scheduled Planning Board Meeting held on April 12, 2012 and approximately seven (7) nearby neighbors appeared and testified which may be summarized as follows: 1. John R. Smith, Jr. was interested in the buffering plan at the back of his property, he had some questions regarding the traffic study and stormwater management due to flooding on Madison, , 2. Scott Polo asked about the setback from Moore Boulevard and a number of dead trees back on the Berks Walk property – Representative Glennon said he would investigate the dead trees and clean up what is accessible; further that Applicant would try to be “energy wise” when

outfitting the proposed build out, 3. Denise Cleaver asked about the lighting, stormwater management, the fence around the basin and the provided parking spaces, 4. Tony Bruno was concerned about kids walking behind his house and Glennon agreed and planned to install more cameras and was also hoping for enhanced enforcement regarding this issue, 5. Cindy Polo asked if the Pathway Trail would be lit (No) and where the animals living there will go, 6. Jeff Radio was interested about the traffic flow as regards Madison and when project being built out and 7. Raymond Apana asked about the proposed stormwater basin sited on the access leg next to his property and why does it have to be there, can a gate be added to control access, and is not in favor of having lights on that road; and

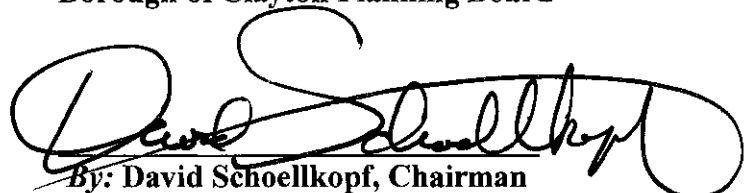
WHEREAS, the Board has carefully considered all the documents submitted and the testimony of the witnesses and members of the public;

NOW, THEREFORE, BE IT RESOLVED that the application for approval of the Preliminary Major Site Plan is **GRANTED** together with waivers and variances and hereinbefore mentioned subject to and contingent upon: 1. Compliance with Board professional review letters, 2. Compliance with any and all prior Resolutions, and 3. as defined and limited in Ordinance #11-09, the "Planned Unit Development Overlay," by the Borough of Clayton Planning Board, by a 7 yes to 0 no vote.

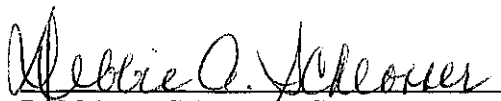
BE IT FURTHER RESOLVED, that certified copies of this Resolution shall be forwarded to the applicant, Borough Clerk, Borough Construction Official, Borough Tax Assessor, and the Borough Zoning Officer.

THIS RESOLUTION DULY ADOPTED at a regular meeting of the Borough of Clayton Planning Board held on Wednesday, May 16, 2012.

Borough of Clayton Planning Board


By: David Schoellkopf, Chairman

Attest:


Debbie A. Schlosser, Secretary

ROLL CALL VOTE

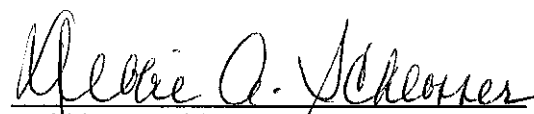
THOSE IN FAVOR 7

THOSE OPPOSED 0

THOSE ABSTAINED 0

CERTIFICATION

I hereby certify that the foregoing Resolution is a true copy of a Resolution adopted by the Borough of Clayton Planning Board at a regularly scheduled meeting of the Board held on April 18, 2012 at the Borough of Clayton Municipal Building, 125 Delsea Drive, Clayton, New Jersey 08312 at 7:30 p.m. and memorializes the decision reached by said Board on the herein application at the Board's May 16, 2012 meeting and public hearing.


Debbie A. Schlosser, Secretary

Resolution No.: 14-2024

**RESOLUTION OF THE BOROUGH OF CLAYTON LAND USE BOARD
GRANTING PRELIMINARY MAJOR SITE PLAN,
DENSITY VARIANCE, PARKING VARIANCE, AND WAIVERS
FOR BLOCK 1601, LOT 6
(865 N. DELSEA DRIVE)
APPLICANT- CLAYTON PROVIDENCE HOUSE, L.P.**

WHEREAS, Clayton Providence House, L.P. (the "Applicant"), with a mailing address at P.O. Box 367598, Bonita Springs, Florida, 34136, submitted an application the Clayton Land Use Board (the "Board") for preliminary major site plan approval, a density variance, and a parking variance, to construct a 36-unit addition onto the existing age-restricted apartment building, accompanied by an emergency access lane, lighting, landscaping, and stormwater management facilities; and

WHEREAS, the subject property, located at Block 1601, Lot 6, also known as 865 North Delsea Drive on the Borough of Clayton Tax Map (the "Property"), is owned by Clayton Housing Partners, LLC and Clayton Providence House Associates; and

WHEREAS, the Property is approximately 7.6 acres, and bordered primarily by residential uses, including Camp Salute; and

WHEREAS, access to the Property is on North Delsea Drive, by way of one-directional drives shared with Camp Salute; and

WHEREAS, the Property is located in the "APA" Adult Planned Apartment Residential District, and currently contains a 103-unit, age-restricted affordable housing apartment building, with associated improvements; and

WHEREAS, the Applicant appeared before the Board on Monday, July 22, 2024 (the "Hearing Date"); and

WHEREAS, pursuant to N.J.S.A. 40:55D-25c, the Board heard the application as a seven-member Zoning Board of Adjustment; and

WHEREAS, the Board's engineer and planner, Wayne Roorda, Jr., PE, PP, CME, was present and duly sworn; and

WHEREAS, Kevin Diduch, Esq., an attorney with KD Law Group, LLC, presented the application on behalf of the Applicant; and

WHEREAS, Stuart Mills, managing member of the Applicant, served as the representative for the Applicant, and was duly sworn to testify on behalf of the application; and

WHEREAS, Samuel Agresta, PE, PP, CME, the Applicant's engineer and planner, was present and duly sworn to testify on behalf of the application; and

WHEREAS, Nathan Mosley, PE, CME, the Applicant's traffic engineer, was present and duly sworn to testify on behalf of the application; and

WHEREAS, Jennifer Levy, LNHA, LSW, MSW, CDP, the Applicant's consultant, was present and duly sworn to testify on behalf of the application; and

WHEREAS, the Applicant met all jurisdictional requirements enabling the Board to hear and act on the application, and appeared before the Board on the Hearing Date, as specified above; and

WHEREAS, the following reports were prepared by the Board's professionals, and considered by the Board:

Memorandum of the Board's planner and engineer Wayne L. Roorda, Jr., PE, PP, CME dated July 17, 2024; and

WHEREAS, during the public hearing, the Applicant was given the opportunity to present testimony and legal argument, and the Board's professional and members of the public were given an opportunity to comment on the application; and

WHEREAS, the following exhibits were marked into evidence during the Hearing:

Exhibit A-1: Site plan,

Exhibit A-2: Renderings of the Current Conditions; and

WHEREAS, Mr. Diduch, the Applicant's attorney, presented a brief overview of the application. He explained that the existing age-restricted and affordable apartment building contains 103 units. The Applicant seeks to construct a three-story wing on the existing structure, which would include an additional 36 units. In addition to preliminary major site plan approval, Mr. Diduch explained that the Applicant also sought a "(d)(5)" density variance for the construction of the new units since the applicable ordinance permits 10 units per acre, and Applicant proposes 17.55 units per acre. The Property currently has a density of 13.55 units per acre.

WHEREAS, Mr. Agresta, the Applicant's engineer and planner, earned a degree in architectural engineering and construction management from Drexel University, maintains active licenses in professional engineering and planning, and has appeared before local land use boards as an expert in engineering and planning. The Board accepted Mr. Agresta as an expert in civil engineering and professional planning.

Mr. Agresta first provided detailed planning testimony in support of the density variance sought under N.J.S.A. 40:55D-70(d)(5). He testified that the density for the current site is 13.55 units per acre, and the Applicant proposes 17.55 units per acre.

In regards to the positive criteria, Mr. Agresta testified that the proposed addition satisfies at least four purposes of zoning under the MLUL: (a) it encourages municipal action to guide the appropriate use and development, in a manner which promotes the public health, safety, morals, and general welfare, as the project provides additional affordable housing; (c) it provides adequate light, air, and open space as the open space for the site will only be reduced from 2.6 acres to 2 acres, and it is surrounded by sidewalks and pedestrian access; (l) it promotes senior housing as it expands existing age-restricted, affordable senior housing; and (m) it encourages coordination of public and private ventures to lessen the cost of development and make more efficient use of the land since the area is already cleared, only two trees will be removed, and utilities are already available.

For the negative criteria, Mr. Agresta testified that the density variance will not cause a substantial detriment to the public good as it is consistent with the site's existing architecture and the current use of the site. The variance also does not substantially impair the intent of the zoning plan and zoning ordinance since senior housing is a permitted use in the APA, and the Applicant only seeks to expand that use.

After the Board voted to approve Applicant's density variance, Mr. Agresta provided engineering and planning testimony in support of the requested site plan, parking variance, and waivers. He testified that the Applicant proposes construction of an emergency access driveway with two concrete ramps. The emergency access drive will be "Truegrid" pavers, have the appearance of grass, bollards to prevent unpermitted use, and will be able to support emergency vehicles up to 120,000 pounds.

For the stormwater management improvements, Mr. Agresta testified that the proposal includes the addition of two underground chambers that will collect runoff from the roof. The existing regional basin that serves this Property and Camp Salute will also capture runoff. With the addition of the underground chambers, runoff will be reduced to the overall stormwater management system.

For the lighting, Mr. Agresta testified that the site is adequately lit, and the Applicant proposes wall pack lights to ensure that the area between the addition and the existing structure is well-lit. For the landscaping, only one or two trees will be removed, and new shade and ornamental trees will be installed. Foundation plantings around the addition will also be installed.

WHEREAS, Mr. Mosely, the Applicant's traffic engineer, earned a degree in civil engineering from Drexel University, maintains an active license in engineering, and has appeared before many land use boards and courts as an expert in traffic engineering. The Board accepted Mr. Mosley as an expert in traffic engineering.

Mr. Mosley provided testimony on his traffic impact study, dated June 24, 2024. He testified that the site's access point is shared with Camp Salute, and the onsite parking serves both properties. The access drive connects to Delsea Drive, and is therefore within the jurisdiction of the New Jersey Department of Transportation ("NJDOT"). Mr. Mosley expects a Letter of No Interest from the NJDOT regarding the proposed improvements.

He testified regarding the traffic counts, level of service, and parking, as analyzed in his traffic impact study. For the existing site, the morning peak was 7:30 am- 8:30 am, and the afternoon peak was 3:30 pm- 4:30 pm. The current level of service for the morning and afternoon peaks was a B. After the proposed improvements and introduction of additional traffic, the level of service will remain a B for the morning peak, and will be a C for the afternoon peak. Therefore, Mr. Mosley concluded that the existing drives provide for safe and efficient access for the current and future use.

At almost 100% occupancy, Mr. Mosley's parking count was 68 cars for 101 occupied units, or about 0.67 cars per unit. He testified that this ratio is nearly identical to the Institute for Transportation Engineers ("ITE") Traffic Manual for senior attached projects. At the new peak, the projected number of parked cars will be about 94 cars for 139 units, which would leave about 17 of the 111 available spaces. In addition, Mr. Mosely testified that Camp Salute often has open parking spots if needed.

WHEREAS, Mr. Mills, the representative present on behalf of the Applicant, also provided testimony. In addition to the proposed expansion, the project also includes renovation of the existing units and common areas. The renovation of the existing units will be done in batches, likely six to ten units at a time. Residents will be temporarily relocated to a hotel or will stay with a family member, transportation will be provided back to the facility each day, meals will be provided, and movers will help each resident. Mr. Mills testified that construction of the proposed addition and renovations will overlap, and that he anticipates both aspects of the project to be completed around the same time.

The proposed addition and renovations will be financed by the New Jersey Housing and Mortgage Finance Agency ("NJHMF"). As a part of the expansion and renovation, an outside provider will administer additional services at no cost to the residents. These additional services will include two meals per day (seven days a week), housekeeping, transportation, onsite activities, and nursing care. Mr. Mills testified that this will be a first-of-its-kind facility with the addition of the new services to the existing senior affordable housing. As a result of the change in services, the facility will operate under an assisted living program license.

WHEREAS, Ms. Levy, the Applicant's consultant, provided testimony on behalf of the Applicant. Ms. Levy is the president of J Levy Associates, a healthcare consulting firm working on the project. She testified that the Applicant will utilize BAYADA to recognize the change in the facility's status and the services offered to residents. The new services will be focused on proactive care, better access to medicine, exercise programs, telemedicine programs, mental health, and overall quality of life. The services will be provided to the residents through their insurance benefits. Ms. Levy explained that the facility operates differently than an assisted living facility, as the services are provided in an outpatient setting.

WHEREAS, Wayne L. Roorda, Jr., PE, PP, CME, the Board's engineer and planner, reviewed his report. Mr. Roorda's letter listed seven completeness items. The Applicant sought seven completeness waivers, and Mr. Roorda has no objections to the requests.

Mr. Roorda reviewed the remaining portion of his letter, and the Applicant responded to his remaining concerns. The Applicant agreed to comply with Mr. Roorda's July 17, 2024 review letter.

Among the items discussed during Mr. Roorda's review, the Applicant testified that it will provide a stormwater maintenance manual when it seeks final site plan approval. In regards to traffic, Mr. Roorda testified that he is satisfied with the findings and conclusions in Mr. Mosley's June 24, 2024 traffic impact study. For grading, he explained that the requested design waiver for 1.5% from the required 2% under Section 61-5.B of the Borough Code is acceptable for grass areas, and common practice. He also noted that the Applicant must submit the required water and sewer forms to the Borough Engineer for review.; and

WHEREAS, the meeting was opened to the public, and one member from the public appeared:

Jean Schoellkopf, Clayton resident: Ms. Schoellkopf asked the Applicant about how the meals will be prepared for the residents. One of the Applicant's representatives confirmed that meals will be prepared onsite and served in the facility's new dining room.; and

WHEREAS, the Board has considered and incorporates herein the review letter submitted by Board engineer and planner Wayne L. Roorda, Jr., P.E., P.P., C.M.E., and the Board has carefully considered all the documents submitted and the testimony of all the witnesses; and

WHEREAS, the Board has made the following findings of fact and conclusions of law:

1. The Applicant submitted an application for preliminary major site plan approval, a density variance, and a parking variance to construct a 36-unit addition onto the existing age-restricted apartment building, accompanied by an emergency access lane, lighting, landscaping, and stormwater management facilities.
2. In conjunction with the site plan approval, the Applicant seeks a density variance under N.J.S.A. 40:55D-70d(5) to permit 17.55 units per acre, where 10 units per acre are permitted under Section 88-14.D(1)(b) of the Borough Code.
3. The Applicant also seeks a parking variance. Applicant proposes 111 parking stalls for 139 units, where 278 are required pursuant to Ordinance #7-2015.
4. The Property is located in the "APA" Adult Planned Apartment Residential District, and currently contains a 103-unit, age-restricted affordable housing apartment building, with associated improvements.
5. The Property is approximately 7.6 acres, and bordered primarily by residential uses, including Camp Salute. The Property and Camp Salute share parking, the regional stormwater basin, and the access drive.

6. The proposed addition will be a three-story wing, located between the building's two existing wings. The Applicant also proposes construction of an emergency access driveway, installation of two underground stormwater management chambers, lighting, and landscaping.
7. In regards to the traffic impact, the current level of service for the morning and afternoon peaks was a B. After the proposed improvements and introduction of additional traffic, the level of service will remain a B for the morning peak, and will be a C for the afternoon peak. Therefore, the existing drives provide for safe and efficient access for the current and future use.
8. In regarding to parking, at almost 100% occupancy, the parking count was 68 cars for 101 occupied units, or about 0.67 cars per unit. This is consistent with the ITE standards for senior attached projects. At the new peak, the projected number of parked cars will be about 94 cars for 139 units, which would leave about 17 of the 111 available spaces. If additional parking is ever required, neighboring Camp Salute could be used as off-street parking. The Applicant agreed to designate an overflow parking area, and said area must be communicated to the Property's residents, the residents' relatives, management, and the Borough.
9. In addition to the proposed expansion, the Applicant also plans to renovate the existing units and common areas. The expansion and renovations will help accommodate the additional services to be provided to the residents, as the facility will shift from traditional age-restricted affordable housing to a facility operating under an assisted living program license. These additional services will include two meals per day (seven days a week), housekeeping, transportation, onsite activities, and nursing care. The new services will provided to the residents through insurance, and will be focused on proactive care, better access to medicine, exercise programs, telemedicine, mental health, and overall quality of life.
10. The Applicant sought seven completeness waivers, as listed in Mr. Roorda's July 17, 2024 review letter. Mr. Roorda did not object to the requested waivers.
11. The Board determined the Application to be complete, subject to the seven waivers.
12. An applicant requesting a density variance under subsection "d" of N.J.S.A. 40:55D-70 must prove that it has satisfied the positive and negative criteria. For the positive criteria, the Applicant has the burden of demonstrating that despite the proposed increase in density above the zone's restrictions, the project will nonetheless serve one or more purposes of the zoning and will be consistent with the overall goals of the MLUL. For the negative criteria, the Applicant must establish that the requested relief can be granted without substantial detriment to the public good, and will not substantially impair the intent and purpose of the zone plan and the zoning ordinance.
13. The Board finds that the Applicant satisfies the positive and negative criteria for a density variance under N.J.S.A. 40:55D-70d(5). For the positive criteria, the Board

finds that the proposed addition satisfies four purposes of zoning under the MLUL: (a) it encourages municipal action to guide the appropriate use and development, in a manner which promotes the public health, safety, morals, and general welfare, as the projected provides additional affordable housing; (c) it provides adequate light, air, and open space as the open space for the site will only be reduced from 2.6 acres to 2 acres, and it is surrounded by sidewalks and pedestrian access; (l) it promotes senior housing as it expands existing age-restricted, affordable senior housing; and (m) it encourages coordination of public and private ventures to lessen the cost of development and make more efficient use of the land since the area is already cleared, only two trees will be removed, and utilities are already available.

14. For the negative criteria, the Board finds that that the density variance will not cause a substantial detriment to the public good as it is consistent with the site's existing architecture and the current use of the site. The variance also will not substantially impair the intent of the zoning plan and zoning ordinance since senior housing is a permitted use in the APA, and the Applicant only seeks to expand that use.
15. Under N.J.S.A. 40:55D-70c(2), a "flexible c" variance may be granted if an applicant can satisfy the positive and negative criteria. Positive criteria requires an applicant to establish that the benefits of the requested variance substantially outweigh the detriments. An applicant can satisfy the negative criteria when granting the variance does not cause a substantial detriment to the public good, and does not substantially impair of the zoning plan and zoning ordinance.
16. The Board finds that the Applicant satisfies the positive and negative criteria for the parking variance. At peak time for the existing facility, the parking count was 68 cars for 101 occupied units, or about 0.67 cars per unit. This parking count is consistent with ITE standards for senior attached projects. At peak time after the proposed improvements, the anticipated parking count would be about 94 cars for 139 units. In addition, Camp Salute can provide additional parking if needed. As a condition of approval, the Applicant also agreed to designate an overflow parking area, and said area must be communicated to the Property's residents, the residents' relatives, management, and the Borough. The Applicant also established the negative criteria for the same reasons.
17. A planning board's review of a proposed site plan is limited to determining whether the proposed development conforms with the zoning ordinance and the applicable provisions of the site plan ordinance.
18. The Board finds that the Applicant satisfies the relevant criteria for preliminary major site plan approval. Subject to the density variance, parking variance, and waivers, the Board finds that the Applicant satisfies the relevant criteria for preliminary major site plan approval, and that the proposed improvements conform to the requirements of the "APA" Adult Planned Apartment Residential District.

19. Waivers may be granted when the strict enforcement of an ordinance is impracticable or will impose an undue hardship because of peculiar conditions on the land in question.
20. The Board also finds that the requested waivers are appropriate.

WHEREAS, after deliberation, a motion was made to grant the density variance pursuant to N.J.S.A. 40:55D-70(d)(5), subject to certain conditions, as set forth herein, and was approved by a vote of 6 yeases to 0 noes; and

WHEREAS, after further testimony and deliberation, a motion was made to deem the application complete, grant the requested submission waivers, grant the parking variance pursuant to N.J.S.A. 40:55D-70(c)(2), grant preliminary major site plan, and grant the requested waivers, subject to certain conditions, as set forth herein, and was approved by a vote of 6 yeases to 0 noes.

NOW, THEREFORE, BE IT RESOLVED by the Borough of Clayton Land Use Board, acting in its capacity as a Zoning Board of Adjustment, that it hereby approves the application for a density variance under N.J.S.A. 40:55D-70(d)(5), a parking variance pursuant to N.J.S.A. 40:55D-70(c)(2), preliminary major site plan approval, submission waivers, and waivers for the proposed site improvements, contingent upon the following conditions:

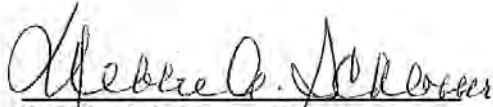
1. The Applicant must designate an overflow parking area, and said area must be communicated to the Property's residents, the residents' relatives, management, and the Borough.
2. The Applicant shall comply in all respects with the review letters submitted by the Board's professionals with the exception of waivers and/or variances granted herein.
3. The Applicant shall obtain the approvals of all other necessary governmental agencies having appropriate jurisdiction.
4. The Applicant shall post all required performance bonds and inspection escrows and pay in full all review escrows prior to the approvals taking effect.

BE IT FURTHER RESOLVED, that certified copies of this Resolution shall be forwarded to the Applicant, Borough Clerk, Borough Construction Official, Borough Tax Assessor, and the Borough Zoning Officer.

THIS RESOLUTION DULY ADOPTED at a regular meeting of the Borough of Clayton Planning Board held on Monday, August 26, 2024.

Attest:

**Borough of Clayton Combined Planning
Board and Zoning Board of Adjustment**


Debbie A. Schlosser, Secretary


By: Joe Abate, Chairman

ROLL CALL VOTE

THOSE IN FAVOR

7

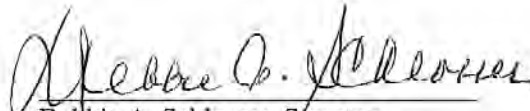
THOSE OPPOSED

0

THOSE ABSTAINED

3**CERTIFICATION**

I hereby certify that the foregoing Resolution is a true copy of a Resolution adopted by the Borough of Clayton Combined Planning Board and Zoning Board of Adjustment at a regularly scheduled meeting of the Board held on August 26, 2024 at the Borough of Clayton Municipal Building, 125 Delsea Drive, Clayton, New Jersey 08312 at 7:00 p.m. and memorializes the decision reached by said Board on the herein application at the Board's July 22, 2024 meeting and public hearing.


Debbie A. Schlosser, Secretary