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March 12, 2026

### VIA eCOURTS

**Honorable Robert G. Malestein, P.J.Ch**

Gloucester County Old Courthouse

1 North Broad Street, Floor 2

Woodbury, New Jersey 08096

**RE: In the Matter of the Application of the Township of West Deptford  
Docket No. GLO-L-73-25**

Dear Judge Malestein:

This office represents the Township of West Deptford as Special Affordable Housing Counsel in the above matter. The Township hereby files this letter and attached documentation to meet the March 15, 2026 deadline in the Fair Housing Act ("FHA"), N.J.S.A. 52:27D-304.1(f)(2)(c), the Program Order entered on January 9, 2026, the Court Order entered on February 19, 2026, and the March 15, 2026 deadlines established in the Mediation Agreement entered into between the Township and Fair Share Housing Center ("FSHC"), which was filed with the Program and the Court in this matter on December 18, 2025 (hereinafter "Mediation Agreement")<sup>1</sup>.

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

1. **Amended Housing Element and Fair Share Plan**: The Township's Amended Fourth Housing Element and Fair Share Plan was adopted by the Township's Planning Board on February 24, 2026, and was endorsed by the Township Committee on March 4, 2026. See attached Exhibit A.

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<sup>1</sup> In addition to the documentation being submitted with this letter to meet the March 15, 2026 deadline, the Township submitted an earlier letter on October 30, 2025 with attached additional compliance documentation via ecourts to the Program, the Court and all parties.

2. **Project Specific Documentation**: Attached hereto as Exhibit B please find required documentation for the following affordable housing projects: Heart 2 Heart, Shepard's Farm, Gloucester County Housing Authority units, Winn-Grove, White Swan, and Hampton Crescent.
3. **Affordability Assistance Manual**: The Township's Fourth Round Affordability Assistance Manual has been adopted and is attached hereto as Exhibit C.
4. **South Shore Project**: The Township entered into an Affordable Housing Agreement with South Shore Properties, LLC, which was already submitted to the Program and the Court on December 18, 2025, but is being submitted again here as part of attached Exhibit D. In addition, the Township adopted the zoning ordinance for the South Shore project on March 4, 2026, which is also attached hereto as part of Exhibit D.
5. **Affordable Housing Ordinance/Mandatory Set-Aside Ordinance/Development Fee Ordinance**: The Township's adopted Affordable Housing Ordinance, Mandatory Set-Aside Ordinance and Development Fee Ordinance is attached hereto as Exhibit E.
6. **Spending Plan**: The Township's adopted Fourth Round Spending Plan is attached hereto as Exhibit F.
7. **Overlay Zone Ordinance**: The Township adopted an overlay zone ordinance on March 4, 2026 to address its unmet need requirements, and said ordinance is attached hereto as Exhibit G.
8. **Affirmative Marketing Plan**: The Township's Fourth Round Affirmative Marketing Plan has been adopted and is attached hereto as Exhibit H.
9. **Rehabilitation Manual**: The Township's Fourth Round Rehabilitation Manual has been adopted and is attached hereto as Exhibit I.

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

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

Respectfully submitted,



Erik C. Nolan

ECN/sp  
Enclosures

cc: Ashley J. Lee, Esq. (*via eCourts and email*)  
Ashton Jones, PP, AICP (*via email*)

# EXHIBIT A

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

**WHEREAS**, on March 20, 2024, Governor Murphy signed into law P.L. 2024, c.2, which amended the New Jersey Fair Housing Act and established the Affordable Housing Dispute Resolution Program (the "Program"); and

**WHEREAS**, in accordance with the Amended Fair Housing Act, the Township timely submitted its Fourth Round Housing Element and Fair Share Plan ("HEFSP") to the Program for review in June of 2025; and

**WHEREAS**, the Township received challenges to its Fourth Round Plan from Fair Share Housing Center ("FSHC") and South Shore Properties, LLC ("South Shore") in August of 2025; and

**WHEREAS**, the Township participated in mediation before the Program to resolve the challenges, which resulted in agreements being entered into between the Township and FSHC and the Township and South Shore on December 17, 2025; and

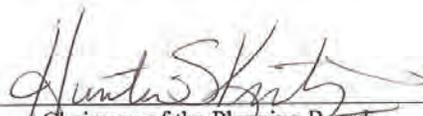
**WHEREAS**, as per the FHA and the terms and conditions of the agreements, the Township is required to amend its Fourth Round Plan; and

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

**WHEREAS**, upon notice duly provided pursuant to N.J.S.A. 40:55D-13, the Planning Board held a public hearing on the Amended Fourth Round Plan on February 24, 2026; and

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

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

  
Chairman of the Planning Board

**CERTIFICATION**

I certify that the foregoing Resolution was duly adopted by the Planning Board of the Township of West Deptford at a regular meeting held on the 24 day of Feb 2026.

  
Planning Board Secretary

**WEST DEPTFORD TOWNSHIP**

**RESOLUTION # 2026- 118**

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

**WHEREAS**, on March 20, 2024, Governor Murphy signed into law P.L. 2024, c.2, which amended the New Jersey Fair Housing Act and established the Affordable Housing Dispute Resolution Program (the "Program"); and

**WHEREAS**, in accordance with the Amended Fair Housing Act, the Township timely submitted its Fourth Round Housing Element and Fair Share Plan ("HEFSP") to the Program for review in June of 2025; and

**WHEREAS**, the Township received challenges to its Fourth Round Plan from Fair Share Housing Center ("FSHC") and South Shore Properties, LLC ("South Shore") in August of 2025; and

**WHEREAS**, the Township participated in mediation before the Program to resolve the challenges, which resulted in agreements being entered into between the Township and FSHC and the Township and South Shore on December 17, 2025; and

**WHEREAS**, as per the FHA and the terms and conditions of the agreements, the Township is required to amend its Fourth Round Plan; and

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

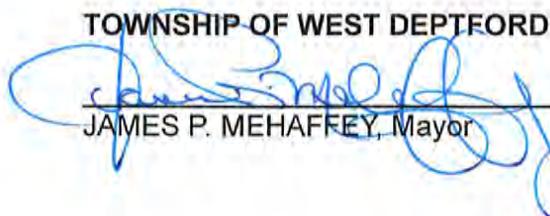
**WHEREAS**, upon notice duly provided pursuant to N.J.S.A. 40:55D-13, the Planning Board adopted the Amended Fourth Round Plan after a public hearing was held on February 24, 2026; and

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

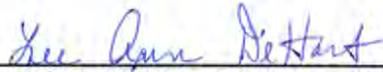
**NOW, THEREFORE, BE IT RESOLVED** by the Township Committee of the Township of West Deptford, County of Gloucester, State of New Jersey, that the Township Committee hereby endorses the Township's Amended Fourth Round Housing Element and Fair Share Plan attached hereto as Exhibit A.

**ADOPTED** at a Special Meeting of the Township Committee of the Township of West Deptford held on March 4, 2026.

**TOWNSHIP OF WEST DEPTFORD**

  
\_\_\_\_\_  
JAMES P. MEHAFFEY, Mayor

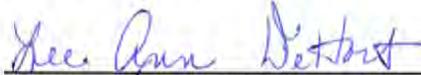
ATTEST:



\_\_\_\_\_  
LEE ANN DEHART, Registered Municipal Clerk

**CERTIFICATION**

The undersigned, Municipal Clerk for the Township of West Deptford, County of Gloucester, State of New Jersey, hereby certifies the foregoing to be a true copy of a Resolution adopted by the Township Committee of the Township of West Deptford on March 4, 2026.



\_\_\_\_\_  
Lee Ann DeHart, Registered Municipal Clerk

**HOUSING ELEMENT AND FAIR SHARE PLAN  
FOR THE FOURTH ROUND: 2025-2035**

**PREPARED FOR**

**TOWNSHIP OF WEST DEPTFORD  
COUNTY OF GLOUCESTER  
STATE OF NEW JERSEY**

February 13, 2026

Adopted by the Planning Board: June 24, 2025

Amended by the Planning Board: February 24, 2026 (Resolution # 2026-4)



2059 Springdale Road  
Cherry Hill, NJ 08003

N.B. The original of this document was signed and sealed as per N.J.A.C. 13:41-1.3.b

---

Ashton Jones, AICP, PP, CFM  
License #33LI00633800

**Mayor**

James P. Mehaffey

**Township Committee**

James P. Mehaffey, Mayor  
Adam Reid, Deputy Mayor  
Jim Robinson  
Kimberly Schultz  
Ashley Morrell

**Township Solicitor**

Timothy Scaffidi, Esq.

**Township Staff**

Lee Ann Dehart, Clerk  
Zach Hilt, Director of Planning and Code Enforcement  
Tyler Rost, Township Administrator

**Planning Board Members**

Mayor James P. Mehaffey  
Committeeman Jim Robinson (Mayor's Designee)  
Committeeman Adam Reid  
Hunter Kintzing, Chairman  
Rick Nichols  
Eric Agren  
Sandra Rost  
Ahmad Tamous  
Paul Lenkowski  
Anthony Scirrotto, Alternate

**Affordable Housing Counsel**

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Paul Breier, PE, Board Engineer

**Remington & Vernick Engineers Consultants**

Ashton Jones, PP, AICP, CFM  
Jenizza Corbin, PP, AICP, LEED Green Associates  
Jachel Everett

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## 1.0 INTRODUCTION

### 1.1 Background

New Jersey affordable housing law began with the New Jersey Supreme Court's (hereinafter the "Supreme Court") creation of the Mount Laurel doctrine in its landmark case, So. Burl. Cty. N.A.A.C.P. v. Tp. of Mt. Laurel, 67 N.J. 151 (1975) also known as as "Mount Laurel I." In Mount Laurel I, the Supreme Court decided that under the State Constitution, each municipality "must, by its land use regulations, make realistically possible the opportunity for an appropriate variety and choice of housing for all categories of people who may desire to live there", including those of low and moderate income. Thus, the Supreme Court in Mount Laurel I decision ruled that municipalities should not use their zoning powers to prevent the potential for the development of affordable housing.

Displeased with progress under its earlier decision, in 1983, the Supreme Court decided So. Burlington Ct. N.A.A.C.P. v. Mount Laurel Tp., 92 N.J. 158 (1983) or "Mount Laurel II". Because the Legislature had not yet acted to implement the holding in Mount Laurel I, the Court in Mount Laurel II fashioned a judicial remedy, now commonly referred to as a "Builder's Remedy". That remedy created a special process by which builders could file suit against a municipality for the opportunity to construct housing at much higher densities than a municipality otherwise would allow, creating affordable housing in the process. In essence, Builder's Remedy lawsuits seek to force municipalities to meet their affordable housing obligations.

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

To implement the FHA requirements, COAH adopted a series of regulations. Round One regulations were enacted in 1987. Round 2 regulations were adopted by COAH in 1994. Round 3 regulations were supposed to be adopted in 1999 when the Round 2 rules were set to expire, but the first iteration of Round 3 regulations were not adopted by COAH until 2004. After those regulations were invalidated by the courts, COAH adopted a second iteration of Round 3 regulations in 2008. The second iteration of regulations were also invalidated by the Courts, and after COAH failed to adopt a third iteration of Round 3 regulations in 2014, the Supreme Court issued In the Matter of the Adoption of N.J.A.C. 5:96 and 5:97 by the New Jersey Council on Affordable Housing, 221 N.J. 1 (2015) (Mount Laurel IV), in which it directed trial courts to assume COAH's functions and ruled that municipalities would have to get their Third Round Housing Elements and Fair Share Plans approved in the courts via the granting a Judgment of Compliance and Repose (JOR), rather than getting the plans approved by COAH.

On March 20, 2024, this all changed once again when Governor Murphy signed into law, P.L. 2024, C.2, which substantially amended the FHA and created an entirely new affordable

housing plan approval process. The amended FHA introduced a comprehensive structure for municipalities to meet their obligations, with key provisions including, but not limited to, the following:

- The abolishment of COAH and reassigning affordable housing oversight to a new entity known as the Affordable Housing Dispute Resolution Program (hereinafter the “Program”), which consists of retired Mount Laurel judges and their Special Adjudicators, once known as Court Masters. The Program was created to approve Fourth Round Housing Elements and Fair Share Plans, along with the underlying local trial Court, and help municipalities mediate with objectors regarding their Fourth Round affordable housing obligations and the approval of the plans. The amended FHA also required the Department of Community Affairs (DCA) to take over the monitoring of affordable units in every municipality in the state, and to draft and release a report calculating non-binding Fourth Round municipal Present and Prospective Need obligation for every municipality in the state. The DCA released its Fourth Round numbers report in October of 2024. The amended FHA also ordered the New Jersey Housing and Mortgage Finance Agency (NJHMFA) to adopt new UHAC regulations.
- 13% of the Fourth Round affordable units must be designated as very low-income units (30% of median income), half of which must be available to families with children.
- 25% of affordable units must be rental housing units, half of which must be available to families with children.
- 50% of the municipality’s prospective need (exclusive of any bonus credits) must be available to families with children.
- No more than 10% of the municipality’s fair share obligation may be counted towards transitional housing.
- No more than 30% of affordable housing units can be age-restricted (excluding bonus credits).
- 40-year deed restrictions for new rental units, 30-year deed restrictions for for-sale units.
- Any municipality that gets a Vacant Land Adjustment (VLA) has to identify sufficient parcels likely to redevelop during the current round to address at least 25 percent of the prospective need obligation that has been adjusted, and adopt realistic zoning that allows for such adjusted obligation, or demonstrate why the municipality is unable to do so.

The law also includes significant changes in the use of bonus credits. Credits are now allocated based on the following:

- Special Needs/Permanent Supportive Housing: 1 bonus credit per 1 credit.
- Housing created in partnership with a non-profit housing developer: ½ bonus credit per 1 credit.
- Housing located within half a mile radius of public transit stations (or one mile in Garden State Growth Zones): ½ bonus credit per 1 credit.
- Age-restricted housing: ½ bonus credit per 1 credit.
- Family housing with at least 3 bedrooms, above the minimum number required by the bedroom distribution requirement determined pursuant to the Uniform Housing Affordability Controls: ½ bonus credit per 1 credit.

- Redevelopment of sites previously used for retail, office, or commercial space: ½ bonus credit per 1 credit.
- Extending affordability controls on existing low- or moderate-income rental units, with municipal financial support: ½ bonus credit per 1 credit
- For 100% affordable projects, municipalities that contribute land or at least 3% of the project's cost to a fully affordable development: 1 bonus credit per 1 credit.
- Very low-income housing for families beyond the required 13%: ½ bonus credit per 1 credit.
- Converting market-rate housing to affordable units, provided the municipality secures an agreement with the property owner or owns the property: 1 bonus credit per 1 credit.

Limitation to the bonus credits:

- Municipalities are prohibited from using more than one type of Bonus Credit for any unit.
- No more than 25% of a Municipality's Prospective Need obligation can be satisfied through bonus credits.
- Bonus credit for age-restricted is limited only to a maximum of 10% of the total age-restricted units.

On December 13, 2024, the Courts issued Administrative Directive 14-24 (the Directive) which promulgated procedures and guidelines implementing the Program.

## **1.2 Municipal Overview**

West Deptford Township is located in Gloucester County, New Jersey and covers an area just under 18 square miles. The Township surrounds the Borough of National Park and is bounded to the south by the Borough of Paulsboro, East Greenwich Township, and Mantua Township and to the east by Deptford and Westville Townships, the Borough of Woodbury Heights, and the City of Woodbury.

## **1.3 Required Contents of Housing Element**

The Municipal Land Use Law (N.J.S.A. 40:55D-1, et seq.) provides that a municipal Master Plan can include a housing element as the foundation for the municipal zoning ordinance. While the Housing Element is not identified under the Municipal Land Use Law as a required element of the master plan, it is nonetheless a required element of Woolwich Township's Master Plan inasmuch as the Township has an adopted zoning ordinance. Pursuant to N.J.S.A. 40:55D-62(a), a governing body may not adopt or amend a zoning ordinance, until and unless, the planning board would have adopted a land use plan element and housing plan element of the master plan.

FHA II provides that a housing element must be designed to provide access to affordable housing to meet present and prospective housing needs, with particular attention to low- and moderate-income housing. As per the FHA at N.J.S.A. 52:27D-310, the housing element must contain as follows:

- a. An inventory of the municipality's housing stock by age, condition, purchase or rental value, occupancy characteristics, and type, including the number of units affordable to low and moderate income households and substandard housing capable of being rehabilitated, and in conducting this inventory the municipality shall have access, on a confidential basis for the sole purpose of conducting the inventory, to all necessary property tax assessment records and information in the assessor's office, including but not limited to the property record cards;
- b. A projection of the municipality's housing stock, including the probable future construction of low- and moderate-income housing, for the next ten years, taking into account, but not necessarily limited to, construction permits issued, approvals of applications for development and probable residential development of lands;
- c. An analysis of the municipality's demographic characteristics, including but not necessarily limited to, household size, income level and age;
- d. An analysis of the existing and probable future employment characteristics of the municipality;
- e. A determination of the municipality's present and prospective fair share for low- and moderate-income housing and its capacity to accommodate its present and prospective housing needs, including its fair share for low- and moderate-income housing, as established pursuant to section 3 of P.L.2024, c.2 (C.52:27D-304.1); and
- f. A consideration of the lands that are most appropriate for construction of low- and moderate-income housing and of the existing structures most appropriate for conversion to, or rehabilitation for, low- and moderate-income housing, including a consideration of lands of developers who have expressed a commitment to provide low- and moderate-income housing.
- g. An analysis of the extent to which municipal ordinances and other local factors advance or detract from the goal of preserving multigenerational family continuity as expressed in the recommendations of the Multigenerational Family Housing Continuity Commission, adopted pursuant to paragraph (1) of subsection f. of section 1 of P.L. 2021, c. 273 (C.52:27D-329.20);
- h. For a municipality located within the jurisdiction of the Highlands Water Protection and Planning Council, established pursuant to section 4 of P.L. 2004, c. 120 (C.13:20-4), an analysis of compliance of the housing element with the Highlands Regional Master Plan of lands in the Highlands Preservation Area, and lands in the Highlands Planning Area for Highlands-conforming municipalities. This analysis shall include consideration of the municipality's most recent Highlands Municipal Build Out Report, consideration of opportunities for redevelopment of existing developed lands into inclusionary or 100 percent affordable housing, or both, and opportunities for 100 percent affordable housing in both the Highlands Planning Area and Highlands Preservation Area that are consistent with the Highlands regional master plan; and
- i. An analysis of consistency with the State Development and Redevelopment Plan, including water, wastewater, stormwater, and multi-modal transportation based on guidance and technical assistance from the State Planning Commission.

#### **1.4 Consistency with the State Development and Redevelopment Plan**

With respect to the State Development and Redevelopment Plan (SDRP) (the “State Plan”), lands within the Township are assigned to one of the following planning area classifications: Suburban Planning Area (PA2), the Fringe Planning Area (PA3) and the Environmentally Sensitive Area (PA5). PA2 comprises of newer, lower-density suburban areas that are experiencing ongoing growth. These areas tend to be more auto oriented and have newer infrastructure, but face pressure to grow sustainably. Policy objectives in PA2 emphasize managing growth, preserving open space, encouraging compact and mixed-use development, and aligning land use with transportation and environmental goals. PA3 on the other hand serves as a transitional zone between more developed and less developed areas. Development is more limited here, with a focus on balancing growth and conservation. The objectives of this area is to encourage development in designated centers to prevent scattered sprawl, protect natural resources and open spaces, and maintain the rural character of the area. In PA5, the primary goal is to protect environmental resources by limiting development. This area also encourages any necessary development to occur within designated centers and promotes conservation and stewardship of natural resources. The Township demonstrates consistency with the State Plan by directing new housing development toward areas that already possess existing infrastructure and public services. This approach promotes efficient land use, reduces development pressure on undeveloped land, and supports compact, mixed-use housing that aligns with the area's suburban character and preserves undeveloped, sensitive areas.

## 2.0 HOUSING PLAN ELEMENT

### 2.1 Housing Stock: Occupancy and Physical Characteristics

#### 2.1.1 OCCUPANCY AND HOUSING UNIT TYPE

The 2020 US Census reported that West Deptford Township had a total of 9,623 dwelling units, about 96% of which are occupied and 4% are vacant. Of the occupied units, about 68% are owner-occupied housing units and 32% are renter-occupied.

**Table 1. Occupancy Status <sup>1</sup>**

Status	# of Units	Percentage
Occupied Total	9,199	95.6%
Owner Occupied	6,279	68.3%
Renter Occupied	2,920	31.7%
Vacant Total	424	4.4%
<b>Total Housing Units</b>	<b>9,623</b>	<b>100%</b>

As shown on Table 2 below, a majority (about 56%) of West Deptford's housing stock consists of single-family detached dwellings and about 13% for attached single-family. About 25% are comprised of multifamily units (3 units and above) and about 4% are mobile homes.

**Table 2. Units in Structure <sup>2</sup>**

Unit Type	# of Units	Percentage
1, Detached	5,429	56.2%
1, Attached	1,291	13.4%
2	116	1.2%
3 or 4	323	3.3%
5 to 9	533	5.5%
10 to 19	539	5.6%
20 or more	1,078	11.2%
Mobile Home	356	3.7%
<b>Total Units</b>	<b>9,665</b>	<b>100%</b>

#### 2.1.2 HOUSING UNITS BY AGE

The age of a municipality's housing stock is a factor in determining the condition or the need for rehabilitation, particularly for units built 50 or more years ago. About 58% of the Township's housing inventory was built in 1970 or earlier, signifying that many of the homes in the Township are at least 46 years old. Between 1980 and 1999, about 22% of the housing

<sup>1</sup> U.S. Census Bureau, 2020 Census Demographic and Housing Characteristics File (DHC), Table DP1, Profile of General Population and Housing Characteristics

<sup>2</sup> U.S. Census Bureau, 2019-2023 American Community Survey 5-Year Estimates, Table DP04, Profile of General Population and Housing Characteristics

inventory were built. About 20% of the housing inventory was built between now and 2000, majority of which were built between 2000 and 2009. Following a spike during the first decade of this century, housing construction slowed dramatically, presumably as a result of the economic recession in the late 2000's.

**Table 3. Year Structure Built <sup>2</sup>**

<b>Year Built</b>	<b># of Units</b>	<b>Percentage</b>
1939 or earlier	423	4.4%
1940 to 1949	351	3.6%
1950 to 1959	1,668	17.3%
1960 to 1969	1,129	11.7%
1970 to 1979	2,026	21.0%
1980 to 1989	1,308	13.5%
1990 to 1999	815	8.4%
2000 to 2009	1,770	18.3%
2010 to 2019	175	1.8%
2020 and later	0	0.0%
<b>Total</b>	<b>9,665</b>	<b>100%</b>

### 2.1.3 SUBSTANDARD HOUSING CONDITIONS

Indicators of housing deficiency include lack of plumbing or kitchen facilities, overcrowding (defined as having more than 1.5 per room), and housing built more than 50 years ago. When combined, these metrics can be used by municipalities to determine the amount of housing that could qualify for rehabilitation and support efforts to provide affordable housing through renovations of existing housing units. Although a significant portion of West Deptford's housing stock is at least 50 years old, housing deficiency is not an issue. As indicated in Table 4 below, an estimate of 0.1% of the Township's dwelling units lack complete plumbing and 0.1% lacks complete kitchen. When the age (built 1950 or earlier), number of occupancy, and units with lack of complete plumbing facility metrics are combined, 0 units were found to be under these conditions. As a result, none of the housing units in the Township are considered substandard and unsafe. Therefore, housing deficiency is not a factor in the Township.

**Table 4. Indicators of Housing Deficiency <sup>3</sup>**

<b>Indicator</b>	<b>Incomplete Plumbing</b>	<b>Incomplete Kitchen</b>	<b>Overcrowded (pre-1950 w/ incomplete plumbing) <sup>4</sup></b>
No. Units	10 (0.1%)	10 (0.1%)	0

<sup>3</sup> U.S. Census Bureau, 2019-2023 American Community Survey 5-Year Estimates, Table DP04, Profile of General Population and Housing Characteristics

<sup>4</sup> U.S. Census Bureau, 2019-2023 American Community Survey 5-Year Estimates, Table B25050, Plumbing Facilities by Occupants per Room by Year Structure Built.

## 2.2 Housing Stock: Value and Affordability

### 2.2.1 OWNER-OCCUPIED UNITS

As shown in Table 5 below, the estimated median value of owner-occupied housing is \$257,600. About 67% of the homes in the Township are with the value \$200,000 to \$499,999. Homes below \$199,999 makes up about 29% of the housing inventory; and less than 5% makes up for homes between \$500,000 and \$999,999.

**Table 5: Value of Owner-Occupied Units<sup>5</sup>**

Housing Unit Value	# of Units	Percentage
Less than \$50,000	368	5.4%
\$50,000 to \$99,999	286	4.2%
\$100,000 to \$149,999	438	6.5%
\$150,000 to \$199,999	843	12.5%
\$200,000 to \$299,999	2,364	34.9%
\$300,000 to \$499,999	2,143	31.7%
\$500,000 to \$999,999	322	4.8%
\$1,000,000 or more	0	0.0%
<b>Total</b>	<b>6,764</b>	<b>100%</b>
<b>Median Value</b>	<b>\$257,600</b>	

### 2.2.2 RENTAL UNITS

The median rent of rental units is about \$1,500 in 2023. Much of the rental units (about 39%) have a monthly rental value of \$1,000 to \$1,499 and about 33% have a rental value of \$1,500 to \$1,999. Approximately 17% of rental units in the Township are \$2,000 or more in monthly rental value.

**Table 6. Gross Rent <sup>6</sup>**

Rent	# of Units	Percentage
Less than \$999	274	11.5%
\$1,000 to \$1,499	913	38.5%
\$1,500 to \$1,999	776	32.7%
\$2,000 to \$2,499	226	9.5%
\$2,500 to \$2,999	53	2.2%
\$3,000 or more	131	5.5%
<b>Total</b>	<b>2,373</b>	<b>100%</b>
<b>Median Rent</b>	<b>\$1,500</b>	

<sup>5</sup> U.S. Census Bureau, 2019-2023 American Community Survey 5-Year Estimates, Table DP04, Profile of General Population and Housing Characteristics

<sup>6</sup> U.S. Census Bureau, 2019-2023 American Community Survey 5-Year Estimates, Table DP04, Profile of General Population and Housing Characteristics

### 2.2.3 HOUSING COSTS AS PERCENTAGE OF HOUSEHOLD INCOME

The percentage of monthly household income dedicated to housing costs is a measure of affordability is reinforced by the policy of the U.S. Department of Housing and Urban Development, i.e., households should not spend more than 30% of their income on housing. This metric, however, applies to affordable rental units only. In the case of mortgaged property, an affordable unit is one in which monthly housing expenses (principal and interest) do not exceed 28% of monthly household income.

In West Deptford, renters bore a higher burden of housing costs than homeowners with about 48% of rental units are costing renters at least 30% of their income. On average between owner-occupied units with and without mortgage, about 24% spends more than 30% of their income in their home.

**Table 7. Selected Monthly Owner Costs as a Percentage of Household Income <sup>7</sup>**

<b>% of Income</b>	<b>With Mortgage</b>	<b>Without Mortgage</b>	<b>Rental Units</b>
Less than 20%	44.5%	15.4%	24.0%
20% - 24.9%	22.3%	10.6%	14.8%
25% - 29.9%	9.3%	9.0%	13.1%
30% - 34.9%	4.2	7.0%	13.6%
35% or more	19.7%	16.4%	34.5%
<b>Total</b>	<b>100%</b>	<b>100%</b>	<b>100%</b>

## 2.3 Demographics

### 2.3.1 POPULATION AND AGE

As Table 9 below shows, West Deptford experienced significant population growth from 1940 to 1980. Since 1980, however, population growth has slowed considerably, including a slight decline in the population between 1990 and 2000. While the population increase approximately 12% between 2000 and 2010, between 2010 and 202, the increase was only 2.4%.

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<sup>7</sup> U.S. Census Bureau, 2019-2023 American Community Survey 5-Year Estimates, Table DP04, Profile of General Population and Housing Characteristics

**Table 8: Population Changes <sup>8</sup>**

Year	Population	% Change
1940	4,336	-
1950	5,446	20.4%
1960	11,152	51.2%
1970	13,928	19.9%
1980	18,002	22.6%
1990	19,380	7.1%
2000	19,368	-0.1%
2010 <sup>9</sup>	21,677	11.9%
2020 <sup>10</sup>	22,197	2.4%

According to the 2020 US Census Bureau, the median age in the Township is 42.9. Comparatively, the median age in 2010 was 40.7<sup>11</sup> and 37.5<sup>12</sup> in 2000. This pattern indicates an aging population, a trend mirrored in municipalities across the state and nation.<sup>13</sup> According to the U.S. Census Bureau, the rise in the median age was mainly due to an aging baby boomer population (born between 1946 and 1964).<sup>14</sup>

**Table 9: Population by Age <sup>15</sup>**

Age in Years	Population	Percentage
Under 5 years	1,071	4.8%
5 to 9 years	1,137	5.1%
10 to 14 years	1,244	5.6%
15 to 19 years	1,256	5.7%
20 to 24 years	1,326	6.0%
25 to 29 years	1,500	6.8%
30 to 34 years	1,447	6.5%
35 to 39 years	1,405	6.3%
40 to 44 years	1,249	5.6%
45 to 49 years	1,363	6.1%

<sup>8</sup> For Year 1940 to 2000, NJSDC 2000 Census Publication, New Jersey Population Trends: 1790 to 2000, Table 6. New Jersey Resident Population by Municipality: 1940 - 2000, page 36, <https://www.nj.gov/labor/labormarketinformation/assets/PDFs/census/2kpub/njsdcp3.pdf>

<sup>9</sup> U.S. Census Bureau, 2010 Census, Table P1, Race.

<sup>10</sup> U.S. Census Bureau, 2020 Census Demographic and Housing Characteristics File (DHC), Table DP1, Profile of General Population and Housing Characteristics

<sup>11</sup> U.S. Census Bureau, 2010 Census, Table P13, Median Age by Sex.

<sup>12</sup> U.S. Census Bureau, 2000 Census, Table P013, Median Age by Sex.

<sup>13</sup> America Is Getting Older, June 22, 2023, U.S. Census Bureau,

<https://www.census.gov/newsroom/press-releases/2023/population-estimates-characteristics.html>

<sup>14</sup> U.S. Older Population Grew From 2010 to 2020 at Fastest Rate Since 1880 to 1890, May 25, 2023, Zoe Caplan, U.S. Census Bureau,

<https://www.census.gov/library/stories/2023/05/2020-census-united-states-older-population-grew.html>

<sup>15</sup> U.S. Census Bureau, 2020 Census Demographic and Housing Characteristics File (DHC), Table DP1, Profile of General Population and Housing Characteristics

50 to 54 years	1,550	7.0%
55 to 59 years	1,685	7.6%
60 to 64 years	1,705	7.7%
65 to 69 years	1,344	6.1%
70 to 74 years	1,142	5.1%
75 to 79 years	750	3.4%
80 to 84 years	499	2.2%
85 years and over	524	2.4%
<b>Total</b>	<b>22,197</b>	<b>100%</b>
<b>Median Age</b>	<b>42.9 years</b>	

### 2.3.2 HOUSEHOLD SIZE

Understanding household size can help determine demand for different types of housing units and provide insight into demographic shifts over time.

In 2010, the American Community Survey (ACS) estimated that the average household size was 2.44.<sup>16</sup> By 2023, this estimate indicated a slight decline to 2.40, While a 2-person household represents the plurality (32%), and it is estimated that the second largest group is a 1-person housekeeping unit (30%), these numbers further highlight that less children will ultimately lead to an aging population.

**Table 10. Household Size**<sup>17</sup>

	<b>Estimate</b>	<b>Percentage</b>
<b>Total Occupied Units</b>	<b>9,199</b>	<b>100%</b>
1-person household	2761	30%
2-person household	2956	32%
3-person household	1511	16%
4-person household	1210	13%
5-person household	511	6%
6-person household	186	2%
7-or-more-person household	64	1%
<b>Average household size</b> <sup>18</sup>	<b>2.40</b>	<b>----</b>
<b>Average family size</b> <sup>18</sup>	<b>2.94</b>	<b>----</b>

<sup>16</sup> U.S. Census Bureau, 2006-2010 American Community Survey, Table S1101, Households and Families.

<sup>17</sup> U.S. Census Bureau, 2020 Census Demographic and Housing Characteristics File (DHC), Table H9, Household Size.

<sup>18</sup> U.S. Census Bureau, 2019-2023 American Community Survey 5-Year Estimates, Table S1101, Households and Families.

### 2.3.3 HOUSEHOLD AND FAMILY INCOME

In 2023, it was estimated that the Township's median income for households was \$89,283 and \$115,813 for families.

According to the 2024 Affordable Housing Regional Income Limits by Household Size, which was prepared by Affordable Housing Professionals of New Jersey (AHPNJ), the median income level for Region 5 (Burlington, Camden, Gloucester Counties) is \$80,290. This income level is set on a regional scale and is used to determine moderate, low, and very low-income levels. In Region 5 of New Jersey, which includes West Deptford Township, the moderate household income limit for one person is \$64,232, the low-income is \$40,145, and the very low-income is \$24,087.<sup>19</sup>

**Table 11. Household & Family Income <sup>20</sup>**

<b>Income Range</b>	<b>Household</b>	<b>Family</b>
Less than \$10,000	2.4%	1.3%
\$10,000 to \$14,999	1.4%	0.0%
\$15,000 to \$24,999	4.0%	1.5%
\$25,000 to \$34,999	7.0%	4.7%
\$35,000 to \$49,999	10.7%	9.0%
\$50,000 to \$74,999	17.1%	13.4%
\$75,000 to \$99,999	12.7%	12.3%
\$100,000 to \$149,999	15.1%	20.9%
\$150,000 to \$199,999	16.5%	18.7%
\$200,000 or more	13.1%	18.3%
<b>Total</b>	<b>100%</b>	<b>100%</b>
<b>Median Income</b>	<b>\$89,283</b>	<b>\$115,813</b>

## 2.4 Existing and Probable Future Employment and Population Projection

### 2.4.1 EMPLOYMENT STATUS

About 70% of the Township's population over 16 years old are in the labor force, with only a 3.3% being unemployed. While labor force participation has remained relatively constant since 2010 we note that in 2010, 9% were unemployed.<sup>21</sup>

<sup>19</sup>Affordable Housing Professionals of New Jersey (AHPNJ), 2024 Affordable Housing Regional Income Limits by Household Size, April 12 2024, [https://ahpnj.org/member\\_docs/Income\\_Limits\\_2024\\_FINAL.pdf](https://ahpnj.org/member_docs/Income_Limits_2024_FINAL.pdf)

<sup>20</sup> U.S. Census Bureau, 2019-2023 American Community Survey 5-Year Estimates, Table S1901, Household Income in the Past 12 Months (in 2023 Inflation-Adjusted Dollars).

<sup>21</sup> U.S. Census Bureau, 2006-2010 American Community Survey, Table DP03, Selected Economic Characteristics.

**Table 12: Employment Status** <sup>22</sup>

	<b>Population</b>	<b>Percentage</b>
In labor force	12,893	69.2%
Civilian labor force	12,889	99.9%
Employed	12,470	96.7%
Unemployed	419	3.3%
Armed Forces	4	0.03%
Not in labor force	5,746	30.8%
<b>Population 16+ yrs</b>	<b>18,639</b>	<b>100%</b>

#### 2.4.2 EMPLOYMENT BY INDUSTRY

About 23% of the employed civilian labor force work in the in the Educational Services, Health Care and Social Assistance Services industry, representing by far the largest employment category within the Township. The second and third largest employment sectors within the Township are retail trade; and professional, scientific, and management, and administrative and waste management services; employing about 16% and 12%, respectively. In 2010, employment under these two industries were 2% to 3% lower.

**Table 13. Employment by Industry Sector** <sup>23</sup>

<b>Industry</b>	<b>Population</b>	<b>Percentage</b>
Agriculture, forestry, fishing and hunting, and mining	27	0.2%
Construction	633	5.1%
Manufacturing	1,032	8.3%
Wholesale trade	557	4.5%
Retail trade	1,969	15.8%
Transportation and warehousing, and utilities	1,227	9.8%
Information	191	1.5%
Finance and insurance, and real estate and rental and leasing	796	6.4%
Professional, scientific, and management, and administrative and waste management services	1,487	11.9%
Educational services, and health care and social assistance	2,899	23.2%
Arts, entertainment, and recreation, and accommodation and food services	752	6.0%
Other services, except public administration	392	3.1%
Public administration	508	4.1%
<b>Civilian employed population 16 years and over</b>	<b>12,470</b>	<b>100%</b>

<sup>22</sup> U.S. Census Bureau, 2019-2023 American Community Survey 5-Year Estimates, Table B23025, Employment Status for the Population 16 years and Over.

<sup>23</sup> U.S. Census Bureau, 2019-2023 American Community Survey 5-Year Estimates, Table DP03, Selected Economic Characteristics

### 2.4.3 POPULATION AND EMPLOYMENT PROJECTIONS

The Delaware Valley Regional Planning Commission (DVRPC) is the federally funded Metropolitan Planning Organization (MPO) for the Greater Philadelphia Region, which includes Gloucester County. The organization projects that between 2015 to 2050, the Region will gain over 466,795 jobs, that largest share of which will occur in Gloucester County, NJ (29.9%) and Chester County, PA (23.5%).<sup>24</sup>

Within the nine-county region DVRPC projects an increase of 500,537 residents by 2050. Like the employment projections indicated above, the largest increases are expected in Gloucester County, NJ and Chester County, PA at 12.5% and 25.4%, respectively. As a municipality located within Gloucester County, West Deptford Township should expect an increase in both employment and population over the next twenty-five (25) years.

It is reasonable to assume that within West Deptford Township, future employment growth will emanate from redevelopment activity and construction in new industrial and warehousing facilities off Route I-295. The recent construction of both the Amazon fulfillment center on Mantua Grove Road and the Novaya Foxfield facility in the Mid-Atlantic Corporate Center lend support to this assumption.

As Table 15 below indicates, DVRPC projects that between 2025 and 2050, the Township will experience a population increase of approximately 11% and an employment increase of approximately 10%.

**Table 14. Population and Employment Projections**

<b>Year</b>	<b>Population<sup>25</sup></b>	<b>Percent Change</b>	<b>Employment<sup>26</sup></b>	<b>Percent Change</b>
2025	21,025	-	13,743	-
2030	21,063	0.18%	14,190	3.25%
2035	22,140	5.11%	14,370	1.26%
2040	23,019	3.97%	14,608	1.66%
2045	23,251	1.00%	14,916	2.11%
2050	23,404	0.65%	15,167	1.68%

<sup>24</sup> Delaware Valley Regional Planning Commission (DVRPC), Analytical Report: Population and Employment Forecasts 2015-2050, November 2022, p. 37., Table 7, <https://www.dvrpc.org/products/adr21014>

<sup>25</sup> Delaware Valley Regional Planning Commission (DVRPC), Analytical Report: Population and Employment Forecasts 2015-2050, November 2022, p. A-5., Table A-3, <https://www.dvrpc.org/products/adr21014>

<sup>26</sup> Delaware Valley Regional Planning Commission (DVRPC), Analytical Report: Population and Employment Forecasts 2015-2050, November 2022, p. B-5., Table B-3, <https://www.dvrpc.org/products/adr21014>

## 2.5 Housing Stock Projection

### 2.5.1 RESIDENTIAL BUILDING AND DEMOLITION PERMITS BY YEAR

The Fair Housing Act requires that Housing Plans include a projection of new housing units based on the number of building permits, development applications approved, and probable developments, as well as other indicators deemed appropriate. As Table 16 below shows, annual building permit issuance in West Deptford Township from 2013 and 2023 averaged to 9 units, while annual demolition permit issuance averaged 3 units. Assuming these rates remain relatively constant, the Township may see net increase of 45 new dwellings by the year 2028 and 90 units by 2033. However, with a demolition rate of about 3 existing homes on average per year, resulting in 17 demolitions in the next 5 years and 35 homes in the next 10 years. Factors such as the business cycle and physical constraints to development may result in a lower or higher number.

**Table 15. Housing Unit Building and Demolition Permits by Year**

<b>Year</b>	<b>Building Permits Issued for New Construction <sup>27</sup></b>	<b>Housing Demolition Permits Issued <sup>28</sup></b>
2013	5	6
2014	13	8
2015	6	1
2016	3	0
2017	1	0
2018	18	8
2019	8	6
2020	17	2
2021	4	0
2022	4	3
2023	20	4
<b>Average</b>	<b>9</b>	<b>3</b>
<b>2030 Projection</b>	<b>63</b>	<b>21</b>
<b>2040 Projection</b>	<b>153</b>	<b>51</b>

<sup>27</sup> New Jersey Department of Community Affairs (NJCA), Building Permits: Yearly Summary Data

<sup>28</sup> New Jersey Department of Community Affairs (NJCA), Demolition Permits Yearly Summary Data

### 3.0 FAIR SHARE PLAN

This Fair Share Plan sets forth West Deptford Township's affordable housing obligations and explains how the Township is satisfying its obligation.

The Township's fair share is 1,142, consisting of Present Need (Rehabilitation Obligation) of 42, a Prior Round Obligation (1987-1999) of 368, a Third Round Obligation (1999-2024) of 472 and Fourth Round Obligation (2025-2035) of 260.

Another way to construe this 1,142 obligation is that the new construction obligation can be broken down into 840 for Rounds 1 through 3 and 260 for Round 4. The Township has applied the standards set forth in N.J.A.C. 5:93-4.2 to determine its entitlement to a vacant land adjustment to the cumulative 1,100 prospective need obligation (see Appendix). As a result of that analysis, the Township has determined that it is entitled to adjust its cumulative 1,100 prospective need to 679, leaving the Township with a realistic development potential (RDP) of 679 and an unmet need of 421. This plan will demonstrate how the Township is creating a realistic opportunity for satisfaction of its realistic development potential and how it is addressing its unmet need.

To elaborate on the vacant land adjustment analysis, in accordance with N.J.A.C. 5:93-4.2, we first created an inventory of vacant or underutilized parcels. Initially, an exhaustive analysis of all vacant properties was conducted utilizing 2024 MOD-IV tax data from the New Jersey Geographic Information Network. These data were reviewed for completeness and accuracy with respect to property class codes and, where necessary, updated based on local information and/or current aerial images.

Next, all privately owned vacant contiguous parcels under 0.83 acres were eliminated from the analysis (could not accommodate a density of 6 dwelling units per acre and would therefore generate zero affordable units).

Next, the Township removed agricultural lands which have been preserved; environmentally sensitive lands including wetlands, flood hazard areas, active recreation; and conservation, parklands and open space lands.

Furthermore, the Township removed parcels which were deemed to have special circumstances which might otherwise preclude the sites' inclusion, including vacant lands surrounded by industrial uses, areas without access, areas with access only through wetlands, areas with known contamination, sites containing utilities (i.e., pump stations, etc.), common areas within developed sites (i.e. parking areas, open space areas), areas with stormwater management facilities, etc. In other words, all sites that did not qualify as available, approvable, developable and suitable under COAH regulations were removed because a municipality can only comply with sites that meet these criteria. Through negotiations with FSHC, it was later determined that certain parcels would generate a higher density than the initial 6 units an acre. The Township agreed to consider additional densities on certain parcels as reflected in the attached vacant land parcel data spreadsheet.

### 3.1 Present Need (Rehabilitation Obligation)

#### 3.1.1 AS DETERMINED AND ADDRESSED

The Township accepts as its Rehabilitation Obligation of 42 units promulgated by the Department of Community Affairs (DCA) as the present need.

For the satisfaction of Rehabilitation Obligation, West Deptford Township is able to claim future credits resulting from participation in the Gloucester County Owner Occupied Rehabilitation Program and will operate a rehabilitation program.

The Gloucester County Owner Occupied Rehabilitation Program is administered by the Gloucester County Planning Division and is funded by the United States Department of Housing and Urban Development (HUD). For income eligible households, the program provides 0% per annum, simple interest deferred loans up to \$25,000 for the repair of major housing systems. As defined at N.J.A.C. 5:93-5.2(b), major systems include: “weatherization, a roof, plumbing, (including wells), heating, electricity, sanitary plumbing (including septic systems) and/or a load bearing structural system.”

As has been historically true, West Deptford Township will continue to participate in the Gloucester County Rehabilitation Program.

The second prong of the Township’s rehabilitation program relates to the establishment of a local program for the rehabilitation of rental units, inasmuch as the County program does not provide for the rehabilitation of rental units, which type units are to be addressed, pursuant to N.J.A.C. 5:93-5.2(h). Affordable Housing Trust Fund monies set-aside for this program will be reflected in the Township’s Fourth Round Spending Plan.

### 3.2 Municipal Obligation

#### 3.2.1 NUMERIC OBLIGATION AS RECOGNIZED

As referenced above, the Township has a Prior Round Obligation of 368 units, a Third Round Obligation of 472, and a Fourth Round Obligation of 260 units, resulting in a total obligation of **1,100 units**.

#### 3.2.2 FORMULAS HAVING APPLICABILITY FOR BONUS CREDITS

##### **Bonus Credit and Limitation (P.L. 2024, C. 2):**

- **Special Needs/Permanent Supportive Housing:** A municipality may receive one bonus credit for each unit of low- or moderate-income housing for individuals with special needs or permanent supportive housing.

There are 24 Group Home affordable bedroom units, in which the Township claims **24 bonus credits**.

- **Age-restricted housing:** A municipality may receive half (1/2) bonus credit for each unit of age-restricted housing, provided that a bonus credit for age-restricted housing shall not be applied to more than 10% of units of the maximum age-restricted housing.

As noted above, the Township is providing a total of 154 age-restricted units between Shepard's Farm and Winn-grove Road Senior Housing. That said, the Township is capped at 159.9 (round down) credits per P.L. 2024, C. 2 (30% of units, exclusive of bonus credits = 533 actual creditworthy units). While the Township is eligible to take bonus credits for 10% of 159 (15units). the Township is not seeking any age restricted bonus credits.

- **Municipal Contribution:** A municipality may receive one (1) bonus credit for each unit of low- or moderate-income housing in a 100% affordable housing project for which the municipality contributes land or at least 3% of the project's total cost.

The Township is contributing at least 3% to the project cost of the Winn-Grove Road Senior Housing development, which provides 84 affordable housing units. Thus, the Township claims **84 bonus credits**.

- **Bonus Credit Cap:** No more than 25% of a Municipality's Prospective Need obligation can be satisfied through bonus credits.

Thus, the Township may satisfy its obligation up to 170 units through bonus credits. The Township will satisfy **170 units** of its obligation through bonus credits. The Township does not have additional bonus credits at this time but reserves the right to claim additional Fourth Round bonus credits should they become available at a later date in the Fourth Round.

### 3.2.3 SATISFACTION OF THE RDP

The Township is addressing its RDP obligation of 679 units with a mix of unit types and projects throughout the Township. There is a total of 703 credits contributing toward the 679-unit RDP, creating a surplus of 24 units (703-679=24). The Township reserves the right to utilize the surplus affordable units to fill any gaps that may open up during the Fourth Round, with any remaining affordable units to apply to the Fifth Round. The Township will comply with all UHAC, COAH, or other requirements in place at the time of project approval.

**Table 16. RDP Compliance Mechanisms Summary**

	<b>Credits</b>	<b>Bonus Credits</b>	<b>Total</b>
<b><i>Alternate Living Arrangements – Existing</i></b>			
Group Homes (various block & lots)	24	24	48
<b><i>100% Affordable Development - Existing</i></b>			
Shepard's Farm (Age Restricted) (Block 351.14, Lot 1)	70	0	70
Gloucester County Housing Authority	25	0	25
<b><i>100% Affordable Development –Approved</i></b>			
Winn - Grove Road Senior Housing (Age Restricted) (Block 328, Lot 3.01)	84	84	168
<b><i>Inclusionary Development – Existing</i></b>			
White Swan (Block 349, Lot 3)	24	0	24
Victoria Walk (Block 132, Lot 7)	2	0	2
Hampton Crescent (Block 351.99, Lot 1)	26	0	26
<b><i>Inclusionary Development –Approved</i></b>			
Park West (Enclave) (Block 374, Lots 2.08, 3.02, 3.21, 3.22)	92	0	92
<b><i>Inclusionary Development – Proposed</i></b>			
K. Hovnanian Project at Riverwinds (Block 328 Lot 7.01)	7	0	7
Alterra Project at Riverwinds (Block 328 Lot 7.04)	13	0	13
South Shore Properties (Block 251, Lots 5.01 & 25; Block 326, Lots 3-7)	36	0	36
<b><i>Inclusionary Development – Rezoned &amp; Proposed</i></b>			
Westwood Golf Course Property (Block 433, Lot 1, Block 355, Lot 1, and Block 363, Lots 2, 2.03, 3.03, and 4.01)	130	62	191
<b>Total</b>	<b>533</b>	<b>170</b>	<b>703</b>
		<b>Surplus</b>	<b>24</b>

**Alternate Living Arrangements – Existing**Group Homes

The Group Homes are comprised of 24 affordable bedroom units located in various locations. The Township claims 24 credits and 24 bonus credits, pursuant to the provision of one bonus credit for each unit of low- or moderate-income housing for individuals with special needs or permanent supportive housing.

Administration	Address	Block, Lot	# of Beds
The Arc (Heather Ridge)	454 Heather Dr N	Block 376, Lot 3.01	4
The Arc	40 Hessian Ave	Block 168, Lot 11	5
H2H LLC	99 Lionheart Ln	Block 351.23, Lot 1	3
H2H LLC	104 Lionheart Ln	Block 351.23, Lot 1	3
H2H LLC	76 Highbridge Ln	Block 351.23, Lot 1	3
H2H LLC	77 Highbridge Ln	Block 351.23, Lot 1	3
H2H LLC	90 Highbridge Ln	Block 351.23, Lot 1	3

Credits: 24  
Bonus Credits: 24  
**Total Credits: 48**

**100% Affordable Development - Existing**

Shepherd’s Farm (Block 351.14, Lot 1)

The Shepherd’s Farm development, is comprised of 75 constructed and occupied age restricted rental units, is situated at 981 Grove Road and was issued a Certificate of Occupancy in 2005. The project is owned by the Archdiocese of Camden and operated by the Housing Authority of Camden County. Due to the age restricted cap, only 70 of the 75 units are credit eligible..

Total Credits: 70  
Bonus Credits: 0  
**Total Credits: 70**

Gloucester County Housing Authority Units

The Gloucester County Housing Authority operates 15 public housing family rental units within the Township. Per certification provided by the Authority, these units have been continuously occupied by low- and moderate-income households for at least a 20-year period. The table below lists for each the street address, block and lot number, and the date of the Authority’s acquisition. Of these, 13 of the units were occupied subsequent to April 1, 1980; 1 unit of credit is claimed for each of these 13 units.

Property	Block	Lot	Settlement Date
416 Audubon Avenue	291	14	09-28-79
94 Princeton Avenue	358	10	06-09-80
1174 Red Bank Avenue	122	19 (add’l lot: 20.01)	06-03-80
104 Princeton Avenue	358	12	04-06-81
209 Audubon Avenue	307	2.05	11-25-80
425 Grove Avenue	284	6 (add’l lots: 7, 7.01)	
401 Audubon Avenue	290	6	05-28-81

<b>Property</b>	<b>Block</b>	<b>Lot</b>	<b>Settlement Date</b>
1169 Mantua Pike, Mantua	426	5	07-09-81
225 Woodbury Terrace	308	13	08-29-80
1122 Vivian Terrace	132.02	12	12-05-80
124 Holly Drive	356.14	15	09-28-79
1185 Lewis Terrace	132.05	27	03-03-80
1118 Harker Avenue	179.06	6	11-07-80
73 Lee Avenue	426	4	
150 Dubois Avenue	189.01	21	05-26-81
6 West First Avenue	426	4	03-18-89
425 Grove Road	284	6	03-06-81

Credits: 13

Up until 2019, the Authority also operated 12 single-family detached rental units through the Expanded Housing Opportunity (EHO) Program, a program which provided affordable housing to households which did not qualify for public housing. The table below lists the street address, block and lot number, and the date of the Housing Authority's acquisition. Through the duration of the Prior Round, these units were, pursuant to an Affordable Housing Agreement to which the Authority and the Township of West Deptford were party, restricted to occupancy by households having an income less than 80% of medium income.

<b>Property</b>	<b>Block</b>	<b>Lot</b>	<b>Settlement Date</b>
1417 Spiegle Avenue	147	7D & 6A	09-18-91
1353 Georgia Avenue	135	5 & 6	10-30-91
1470 Crown Point Road	152	7	12-06-91
81 Church Street	339	4	12-18-91
213 Mansion Avenue	300	4	05-28-92
414 West Red Bank Avenue	198	15	05-28-92
34 "G" Street	130A	12	06-24-92
1119 Garrett Street	179D	7	06-29-92
1128 Ford Avenue	132D	11	06-15-92
505 West Red Bank Avenue	130	6A	07-31-92
309 Woodbury Terrace	300	7	07-31-92
201 West Red Bank Avenue	130.C	52	09-25-92

The Township seeks to count for credit these units towards the portion of its RDP that is generated from the Prior Round.

Credits: 12

Total Credits: 25

Bonus Credits: 0

**Total Credits: 25**

**100% Affordable Development – Approved**

Winn – Grove Avenue Senior Apartments (Block 328, Lot 3.01)

After the Township zoned this site, the Township Planning Board granted approval via Resolution 2019-07 memorializing amended preliminary site plan approval to Grove Land Urban Renewal, LLC to construct 84 age-restricted senior apartments. In addition, the Township and the Developer entered into a Developer’s Agreement and a PILOT Agreement, and the Township will be providing the developer with a payment of \$1,000,000 from its Affordable Housing Trust Fund. As such, this project is credit worthy for a 1 for 1 bonus credit for each affordable in a 100 percent affordable housing project for which the municipality contributes at least 3% toward the cost of the project. Winn is partnering with Soldier On to provide veterans housing and services in the project and the project was awarded tax credits under the Aspire tax credit program.

Credits:	84
<u>Bonus Credits:</u>	<u>84</u>
<b>Total Credits:</b>	<b>168</b>

**Inclusionary Development – Existing**

Hampton Crescent Condominiums (Block 351.99, Lot 1

The constructed and occupied Hampton Crescent Condominiums, located on Highbridge Lane, is one neighborhood of a larger single-family detached development known as The Grande at Kings Woods. Six (6) buildings comprise this constructed and occupied condominium complex, of which one (Building “B”) houses 26 affordable rental units (Units 25-50). The building is owned by Hampton Crescent, L.L.C., 201 Crosswicks Street, Bordentown, New Jersey 08505. Per tax assessment information, the certificate of occupancy for Building “B” was issued on November 9, 2005.

Credits:	26
<u>Bonus Credits:</u>	<u>0</u>
<b>Total Credits:</b>	<b>26</b>

White Swan Development (Block 349, Lot 3)

This constructed and occupied development consists of 120 constructed and occupied pre-manufactured home sites and is situated on south side of Crown Point Road, east of the intersection with Paradise Road. Approval for the development was granted by the planning board at the November 26, 1991 meeting as memorialized by Resolution No. 91-24, adopted December 19, 1991. The development is situated within the R-5 Residence Mobile Home Development District, which is an inclusionary zone pursuant to Section 166-50.A of the township’s zoning ordinance. Of the 120 sites, 24 are family units restricted for occupancy by low- and moderate-income households. The administrative agent for the site is Triad Associates of Vineland, New Jersey.

Credits: 24  
Bonus Credits: 0  
**Total Credits: 24**

Victoria Walk (Block 132, Lot 7)

Victoria Walk is a 21-unit inclusionary development located on Red Bank Avenue which is currently under construction. While originally approved for four (4) “For Sale” units be set aside as affordable pursuant to a condition of planning board approval and as pursuant to the Order Granting Plaintiff’s Motion for Summary Judgment of January 28, 2004, In the matter of Elite Construction Corp v. West Deptford Township and West Deptford Township Planning Board, the developer went bankrupt and did not complete the project. A new developer has agreed to complete one additional affordable unit for a total of two. Presently, one (1) of the units has been completed and one (1) unit is not yet constructed. The site upon which the project is being constructed is available, approvable, developable and suitable as per applicable COAH regulations. The administrative agent for the development is Triad Associates of Vineland, New Jersey.

Credits: 2  
Bonus Credits: 0  
**Total Credits: 2**

**Inclusionary Development – Approved**

Park West (Enclave) (Block 374, Lots 2.08, 3.02, 3.21, 3.22)

Per Planning Board Resolution 2023-21, the 93.3-acre site will provide for 336 apartments and 202 single family townhomes, for a total of 538 units. Of these units, 92 will be affordable family rental units. None of the project will be fee simple with the Townhomes being owned as a condominium product.

Credits: 92  
Bonus Credits: 0  
**Total Credits: 92**

**Inclusionary Development – Proposed**

Riverwinds (Hovnanian) (Block 328 Lots 7.01, and 7.10)

Part of the River Center Redevelopment Plan (Riverwinds), J.S. Hovanian & Sones, LLC Project site is located on Block 328, Lot 7.01 and 7.10. Per Resolution 2023-385, Hovanian proposes 68 rental units, 7 of which will be affordable to low- and moderate-income households.

- Site Control: The site is owned by West Deptford Township.

- Approvable Site: Pursuant to N.J.A.C. 5:93-1.3, the site will be developed for low- and moderate-income housing in a manner consistent with the rules or regulations of all agencies with jurisdiction over the site.
- Developable Site: Pursuant to N.J.A.C. 5:93-1.3, the site has access to appropriate sewer and water infrastructure and is consistent with the areawide water quality management plan.
- Site Suitability Analysis: The site is suitable as defined in N.J.A.C. 5:93-1.3, which indicates that a suitable site is adjacent to compatible land uses, has access to appropriate streets and is consistent with environmental policies in N.J.A.C. 5:93-4.0
- ✓ The site is available, approvable, developable and suitable for residential development. The site is owned by West Deptford Township and will be transferred to the developer. Pursuant to N.J.A.C. 5:93-1.3, the site will be developed for low- and moderate-income housing in a manner consistent with the rules or regulations of all agencies with jurisdiction over the site. Additionally, the site has access to appropriate sewer and water infrastructure and is consistent with the areawide water quality management plan.
- ✓ The site is compatible and well connected to the surrounding area, including the RiverWinds Community Center and recreational uses such as the RiverWinds Golf & Tennis Club and the West Deptford Nature Trail. Block 328, Lots 7.01 and 7.10 are part of the RiverWinds Redevelopment Plan adopted by the Township in 1999, which is comprised of 600-acre of land permitting the use of commercial, residential, and recreational uses. The property's location within a designated redevelopment plan area indicates that the Township has identified this area as a priority for investment and revitalization.
- ✓ The site will comply with all applicable environmental regulations. Per the wetlands layer of the NJ-GeoWeb managed by the New Jersey Department of Environmental Protection's (NJDEP) Bureau of GIS, approximately less than one (1) acre of wetlands may potentially be present on site, providing approximately ten (10) acres of developable area.
- ✓ Per the Flood Insurance Rate Map (FIRM) of the Federal Emergency Management Agency (FEMA), the site is not located within any flood hazard areas.
- ✓ NJDEP mapping indicates that there are no mapped Category 1 waterways located onsite.
- ✓ Based on the Historic Preservation Office (HPO) LUCY Online Map Viewer, the property does not contain any known historic or architecturally significant structures or sites. This eliminates potential complications or limitations associated with historic preservation requirements, facilitating more flexible redevelopment options. Furthermore, there are no historic or architecturally important sites or buildings in the immediate vicinity that will impact the development of affordable housing.
- ✓ The site is located in the Metropolitan Planning Area (PA1), which is where the New Jersey State Development and Redevelopment Plan (the "State Plan"), intends for future growth, revitalization, and compact mixed-use development occur. This designation reflects the state's intent to encourage growth, redevelopment, and infrastructure

investment in areas that are already developed or well-served by existing infrastructure. Sites located in Planning Area 1 are generally considered highly suitable for redevelopment and reinvestment due to proximity to transportation networks, public utilities, and employment centers.

- ✓ The site benefits from direct frontage and access along two existing roadways, Rivewinds Drive and Eagle Point Road, making it a corner parcel with excellent vehicular access. This dual frontage offers multiple potential ingress and egress points, enhancing site circulation options and improving traffic flow management for future development.
- ✓ The site will be developed in accordance with the Residential Site Improvement Standards, N.J.A.C. 5:21-1 et seq.
- Administrative Entity: An experienced affordable housing administrative entity acceptable to the Township that will administer the affordability controls and affirmative marketing. The administrative entity will qualify applicants and will provide long-term administration of the units in accordance with N.J.A.C. 5:80-26.1. et seq.
- Controls on Affordability: As the developer agreement was signed prior to the enactment of P.L. 2024, C. 2, the project will only have 30-year affordability controls and deed restriction.
- Bedroom Distribution: As the developer agreement was signed prior to the enactment of P.L. 2024, C. 2, the project will comply with old UHAC regulations
  - ✓ At least twenty percent (20%) of the affordable units shall be three-bedroom units.
  - ✓ Not more than twenty percent (20%) of the affordable units shall be efficiency and one bedroom
  - ✓ At least thirty percent (30%) of the affordable units shall be two bedroom units.
  - ✓ The balance may be two or three-bedroom units, at the discretion of the Redeveloper.
- Very Low/ Low/ Moderate Income Split: As the developer agreement was signed prior to the enactment of P.L. 2024, C. 2, the project will comply with old UHAC regulations
  - ✓ The Affordable Units shall be split between low income and moderate-income units. Fifty percent (50%) of the Affordable Units shall be available as low-income housing units and fifty percent (50%) of the Affordable Units shall be available as moderate-income housing units, as such terms are defined in N.J.S.A. 52:27D-304 and the UHAC.
- Rental Bonus: The Township is not claiming any bonus credits from this project at this time.

Credits:	7
<u>Bonus Credits:</u>	<u>0</u>
<b>Total Credits:</b>	<b>7</b>

Alterra Project at Riverwinds (Block 328 Lot 7.04)

Part of the River Center Redevelopment Plan (Riverwinds), the Alterra Project site is located on Block 328, Lot 7.04. Per Resolution 2024-239, the First Amendment to Redevelopment Agreement, the project will provide 260 units, 13 of which will be affordable and deed restricted.

- Site Control: The site is owned by West Deptford Township.
- Approvable Site: Pursuant to N.J.A.C. 5:93-1.3, the site will be developed for low- and moderate-income housing in a manner consistent with the rules or regulations of all agencies with jurisdiction over the site.
- Developable Site: Pursuant to N.J.A.C. 5:93-1.3, the site has access to appropriate sewer and water infrastructure and is consistent with the areawide water quality management plan.
- Site Suitability Analysis: The site is suitable as defined in N.J.A.C. 5:93-1.3, which indicates that a suitable site is adjacent to compatible land uses, has access to appropriate streets and is consistent with environmental policies in N.J.A.C. 5:93-4:
  - ✓ The site is available, approvable, developable and suitable for residential development. The site is owned by West Deptford Township. Pursuant to N.J.A.C. 5:93-1.3, the site will be developed for low- and moderate-income housing in a manner consistent with the rules or regulations of all agencies with jurisdiction over the site. Furthermore, the site has access to appropriate sewer and water infrastructure and is consistent with the areawide water quality management plan.
  - ✓ The site is approximately 15 acres and is compatible and well connected to the surrounding area, including the RiverWinds Community Center and recreational uses such as the RiverWinds Golf & Tennis Club and the West Deptford Nature Trail. The property is part of the RiverWinds Redevelopment Plan adopted by the Township in 1999, which is comprised of 600-acre of land permitting the use of commercial, residential, and recreational uses. The property's location within a designated redevelopment plan area indicates that the Township has identified this area as a priority for investment and revitalization.
  - ✓ Per the wetlands layer of the NJ-GeoWeb managed by the New Jersey Department of Environmental Protection's (DEP) Bureau of GIS, approximately one acre of wetlands may potentially be present on site, providing approximately 14 acres of developable area.
  - ✓ Per the Flood Insurance Rate Map (FIRM) of the Federal Emergency Management Agency (FEMA), the site is not located within any flood hazard areas.
  - ✓ NJDEP mapping indicates that there are no mapped Category 1 waterways located onsite.
  - ✓ Based on the Historic Preservation Office (HPO) LUCY Online Map Viewer, the site contains no historic or architecturally important sites or buildings. This eliminates potential complications or limitations associated with historic preservation requirements, facilitating more flexible redevelopment options. Furthermore, there are

no historic or architecturally important sites or buildings in the immediate vicinity that will impact the development of affordable housing.

- ✓ The site is located in the Metropolitan Planning Area (PA1) per the New Jersey State Development and Redevelopment Plan (the “State Plan”), where future growth, revitalization, and compact mixed-use development is intended to occur. This designation reflects the state’s intent to encourage growth, redevelopment, and infrastructure investment in areas that are already developed or well-served by existing infrastructure. Sites located in Planning Area 1 are generally considered highly suitable for redevelopment and reinvestment due to proximity to transportation networks, public utilities, and employment centers.
- ✓ The site will be developed in accordance with the Residential Site Improvement Standards, N.J.A.C. 5:21-1 et seq.
- Administrative Entity: An experienced affordable housing administrative entity acceptable to the Township that will administer the affordability controls and affirmative marketing. The administrative entity will income qualify applicants and will provide long-term administration of the units in accordance with N.J.A.C. 5:80-26.1. et seq.
- Controls on Affordability: As the developer agreement was signed prior to the enactment of P.L. 2024, C. 2, the project will only have 30-year affordability controls and deed restriction.
- Bedroom Distribution: As the developer agreement was signed prior to the enactment of P.L. 2024, C. 2, the project will comply with old UHAC regulations
  - ✓ At least twenty percent (20%) of the affordable units shall be three-bedroom units.
  - ✓ Not more than twenty percent (20%) of the affordable units shall be efficiency and one bedroom
  - ✓ At least thirty percent (30%) of the affordable units shall be two bedroom units.
  - ✓ The balance may be two or three-bedroom units, at the discretion of the Redeveloper.
- Very Low/ Low/ Moderate Income Split: As the developer agreement was signed prior to the enactment of P.L. 2024, C. 2, the project will comply with old UHAC regulations
  - ✓ The Affordable Units shall be split between low income and moderate-income units. Fifty percent (50%) of the Affordable Units shall be available as low-income housing units and fifty percent (50%) of the Affordable Units shall be available as moderate-income housing units, as such terms are defined in N.J.S.A. 52:27D-304 and the UHAC. The thirteen (13) affordable units in the Project will consist of seven (7) low-income units and six (6) moderate-income units. Since there is not an even number of affordable units to split, the Redeveloper will provide one more low income unit than moderate-income unit.
- Rental Bonus: This project not seeking bonus credits at this time.

Credits:	13
<u>Bonus Credits:</u>	<u>0</u>
<b>Total Credits:</b>	<b>13</b>

### Westwood Golf Course Property

The Westwood Golf Course Property is an approximately 118-acre site located on Kings Highway that encompasses Block 433, Lot 1, Block 355, Lot 1, and Block 363, Lots 2, 2.03, 3.03, and 4.01, and is currently the site of the Westwood Golf Club. The Township has adopted Ordinance 2024-10 rezoning the area to a mixed-use zone allowing affordable housing to be constructed on the site, and has also entered into a Developer's Agreement for the project with Kingswood Investment Group, LLC.

The proposed project will consist of 650 total units, which will deliver a 20% affordable housing set-aside of 130 affordable units.

- Site Control: The site has been rezoned to allow for the construction of affordable housing. A developer's agreement has also been executed between the Township and Kingswood Investment Group, LLC, who own the property.
- Approvable Site: Pursuant to N.J.A.C. 5:93-1.3, the site will be developed for low- and moderate-income housing in a manner consistent with the rules or regulations of all agencies with jurisdiction over the site.
- Developable Site: Pursuant to N.J.A.C. 5:93-1.3, the site has access to appropriate sewer and water infrastructure and is consistent with the areawide water quality management plan.
- Site Suitability Analysis: The site is suitable as defined in N.J.A.C. 5:93-1.3, which indicates that a suitable site is adjacent to compatible land uses, has access to appropriate streets and is consistent with environmental policies in N.J.A.C. 5:93-4.
- ✓ The site is available, approvable, developable and suitable for residential development. The site has been rezoned to allow for the construction of affordable housing. A developer's agreement has also been executed between the Township and Kingswood Investment Group, LLC, who own the property. Pursuant to N.J.A.C. 5:93-1.3, the site will be developed for low- and moderate-income housing in a manner consistent with the rules or regulations of all agencies with jurisdiction over the site. Furthermore, the site has access to appropriate sewer and water infrastructure and is consistent with the areawide water quality management plan.
- ✓ The site is approximately 118 acres and is well connected to the surrounding area.
- ✓ Based on the Historic Preservation Office (HPO) LUCY Online Map Viewer, the site contains no historic or architecturally important sites or buildings. This eliminates potential complications or limitations associated with historic preservation requirements, facilitating more flexible redevelopment options. Furthermore, there are no historic or architecturally important sites or buildings in the immediate vicinity that will impact the development of affordable housing.
- ✓ Per the wetlands layer of the NJ-GeoWeb managed by the New Jersey Department of Environmental Protection's (DEP) Bureau of GIS, approximately 1.7 acre of wetlands is present on site. Additionally, per the Flood Insurance Rate Map (FIRM) of the Federal Emergency Management Agency (FEMA), approximately 8.5 acres of the site is located within the special flood hazard area. Thus, approximately 10 acres of the total tract are

constrained by wetlands and floodway, providing approximately 108 acres of developable area.

- ✓ NJDEP mapping indicates that there are no mapped Category 1 waterways located onsite.
- ✓ The site is located in the Metropolitan Planning Area (PA1) per the New Jersey State Development and Redevelopment Plan, where future growth, revitalization, and compact mixed-use development is intended to occur. This designation reflects the state's intent to encourage growth, redevelopment, and infrastructure investment in areas that are already developed or well-served by existing infrastructure. Sites located in Planning Area 1 are generally considered highly suitable for redevelopment and reinvestment due to proximity to transportation networks, public utilities, and employment centers.
- ✓ The site will be developed in accordance with the Residential Site Improvement Standards, N.J.A.C. 5:21-1 et seq.
- Administrative Entity: An experienced affordable housing administrative entity acceptable to the Township that will administer the affordability controls and affirmative marketing. The administrative entity will income qualify applicants and will provide long-term administration of the units in accordance with N.J.A.C. 5:80-26.1. et seq.
- Controls on Affordability: As the developer agreement was signed prior to the enactment of P.L. 2024, C. 2, the project will only have 30-year affordability controls and deed restriction.
- Bedroom Distribution: As the developer agreement was signed prior to the enactment of P.L. 2024, C. 2, the project will comply with old UHAC regulations as per the terms of the entered into Developer's Agreement:
  - ✓ At least twenty percent (20%) of the affordable units shall be three-bedroom units.
  - ✓ Not more than twenty percent (20%) of the affordable units shall be efficiency and one bedroom
  - ✓ At least thirty percent (30%) of the affordable units shall be two bedroom units.
  - ✓ The balance may be two or three-bedroom units, at the discretion of the Redeveloper.
- Very Low/Low/Moderate Income Split: As the developer agreement was signed prior to the enactment of P.L. 2024, C. 2, the project will comply with old UHAC regulations as per the terms of the entered into Developer's Agreement:
  - ✓ The Affordable Units shall be split between low income and moderate-income units. Fifty percent (50%) of the Affordable Units shall be available as low-income housing units and fifty percent (50%) of the Affordable Units shall be available as moderate-income housing units, as such terms are defined in N.J.S.A. 52:27D-304 and the UHAC. The 130 affordable units in the Project will consist of seventeen (17) very low-income units, 48 low-income units, and 65 moderate-income units.
- Rental Bonus: This project is eligible for bonus credits.

Credits:	130
<u>Bonus Credits:</u>	<u>62</u>

**Total Credits: 192**

South Shore Properties<sup>29</sup>

The South Shore Properties is approximately 134-acre site (including water) located on Block 251, Lots 5.01 and 25 and Block 326, Lots 3, 4, 5, 6 and 7. A total of 180 units are proposed, 144 market rate units and 36 affordable rental units. The Township will rezone the tract, allowing inclusionary affordable housing to be constructed on the site. The new zoning district (AH 2 Affordable Housing 2) provides for the construction of variety housing types including single-family detached, townhome and multifamily dwellings.

- Site Control: The site is owned by South Shore Properties.
- Approvable Site: Pursuant to N.J.A.C. 5:93-1.3, the site will be developed for low- and moderate-income housing in a manner consistent with the rules or regulations of all agencies with jurisdiction over the site.
- Developable Site: Pursuant to N.J.A.C. 5:93-1.3, the site has access to appropriate sewer and water infrastructure and is consistent with the areawide water quality management plan.
- Site Suitability Analysis: The site is suitable as defined in N.J.A.C. 5:93-1.3, which indicates that a suitable site is adjacent to compatible land uses, has access to appropriate streets and is consistent with environmental policies in N.J.A.C. 5:93-4:
  - ✓ The site has limited access. The development will require the construction/rehabilitation of a causeway/land bridge which will provide appropriate connections to public streets.
  - ✓ Removing out wetlands, as per NJ-GeoWeb areas susceptible to flooding , the site contains approximately 28 acres of developable area.
  - ✓ NJDEP mapping indicates that there are no mapped Category 1 waterways present on site.
  - ✓ Based on the Historic Preservation Office (HPO) LUCY Online Map Viewer, the site contains no historic or architecturally important sites or buildings. This eliminates potential complications or limitations associated with historic preservation requirements, facilitating more flexible redevelopment options. Furthermore, there are no historic or architecturally important sites or buildings in the immediate vicinity that will impact the development of affordable housing.
  - ✓ The site is located in the Metropolitan Planning Area (PA1) per the New Jersey State Development and Redevelopment Plan (the “State Plan”), where future growth, revitalization, and compact mixed-use development is intended to occur. This

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<sup>29</sup> Pursuant to the Mediation Agreement, South Shore Properties filed an objection to the Township’s HEFSP on August 29, 2025, with regards to the site. To resolve the challenge, the Township has agreed to modify its Fourth Round HEFSP to provide 180 units with a 20% set-aside of 36 affordable housing units.

designation reflects the state’s intent to encourage growth, redevelopment, and infrastructure investment in areas that are already developed or well-served by existing infrastructure. Sites located in Planning Area 1 are generally considered highly suitable for redevelopment and reinvestment due to proximity to transportation networks, public utilities, and employment centers.

- ✓ The site will be developed in accordance with the Residential Site Improvement Standards, N.J.A.C. 5:21-1 et seq.
- Administrative Entity: An experienced affordable housing administrative entity acceptable to the Township that will administer the affordability controls and affirmative marketing. The administrative entity will income qualify applicants and will provide long-term administration of the units in accordance with N.J.A.C. 5:80-26.1. et seq.
- Controls on Affordability: The project will have 40-year affordability controls and deed restriction.
- Bedroom Distribution: The project will comply with the UHAC regulations
  - ✓ At least twenty percent (20%) of the affordable units shall be three-bedroom units.
  - ✓ Not more than twenty percent (20%) of the affordable units shall be efficiency and one bedroom
  - ✓ At least thirty percent (30%) of the affordable units shall be two bedroom units.
  - ✓ The balance may be two or three-bedroom units, at the discretion of the Redeveloper.
- Very Low/ Low/ Moderate Income Split: The Affordable Units shall be split between very-low, low-income and moderate-income units. Pursuant to N.J.S.A. 52:27D- 329.1, no less than thirteen percent (13%) of the affordable housing units shall be reserved as very low-income housing units, no less than thirty-seven percent (37%) of the Affordable Units shall be available as low-income housing units, and no more than fifty percent (50%) of the Affordable Units shall be available as moderate-income housing units, as such terms are defined in N.J.S.A. 52:27D-304 and UHAC. Should thirty-six (36) total affordable units be constructed on the Property, the Developer's Project will consist of five (5) very low-income units, thirteen (13) low-income units and eighteen (18) moderate-income units.
- Rental Bonus: No bonus credits are being sought for the project at this time.

Credits:	36
<u>Bonus Credits:</u>	<u>0</u>
<b>Total Credits:</b>	<b>36</b>

### **3.3 Considered and Excluded Projects**

As previously indicated South Shore Properties, LLC sent a letter on March 12, 2025 requesting to develop two properties. The Township and South Shore Properties, LLC have since entered into an Affordable Housing Agreement to include both properties in the plan. The property indicated is South Shore Properties discussed above (Block 326, Lots 3, 5, 6, and 7 and Block 251, Lots 5.01 and 25) is now addressing a portion of the Township’s RDP. The second property (Block 350, Lots 1, 2, 5, 6, 6.01, 7, 7.02, 22, 22.02, 25, 25.01 and 26), known as the Terminal Property, was and continues to be included in the Township’s proposed redevelopment overlay zone designed to address Unmet Need.

### **3.4 Unmet Need – 421 Units**

As referenced above, the Township has an RDP of 679. Unmet need is the difference between the affordable housing obligation (1,100 units) and the obligation as indicated through the RDP (679). As such, the Township has an Unmet Need of 421 units. In addition to the previously indicated 23-unit surplus, and those creditable age restricted units above the age restricted cap, the Township presents the following mechanisms towards addressing the Unmet Need:

#### **Mandatory Set-Aside Ordinance**

The Township will adopt a Mandatory Set-Aside Ordinance (“MSO”) that requires all residential development (containing five or more units), including approvals of use or density variances, site plans or subdivisions; redevelopment projects subject to a redevelopment plan adopted by the Township Committee that governs the development and redevelopment of designated areas in need of rehabilitation or areas in need of redevelopment in the Township; and, substantial revisions to previously approved developments, to have a 20% set-aside for affordable units, regardless of whether they are for-sale or rental. All affordable units shall be restricted, regulated, and administered consistent with the Township’s affordable housing regulations, the Uniform Housing Affordability Controls and the New Jersey Fair Housing Act (N.J.S.A. 52:27D-301 et seq.).

#### **Overlay Zone – Proposed**

The Township had a preliminary meeting with a developer interested in developing Block 357, Lot 3.01 with a 144-unit rental project. The project would be inclusionary and would provide 29 affordable units. Considering that the site has not yet been designed and is still in preliminary concept stages, the Township will rezone the property and require a 20% set aside.

#### **Redevelopment Overlay – Proposed**

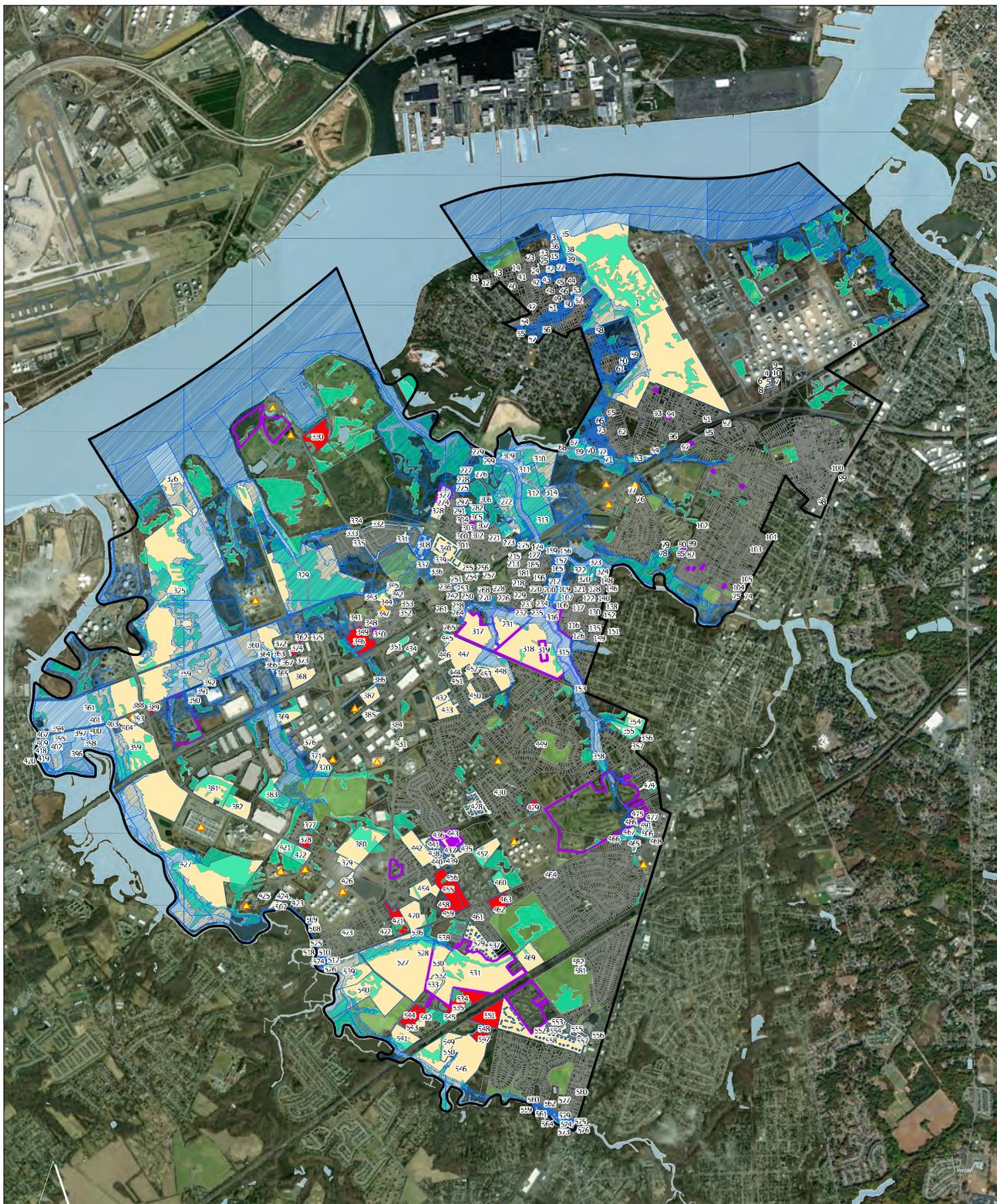
The Township has identified numerous parcels that have the possibility of developing in the future. While the Township wishes to maintain its tax base and does not want to remove commercial property from tax rolls, the Township understands the need to provide additional opportunities for the construction of affordable housing. The Township proposes to permit residential, with a 20% set aside, both above and as a standalone structure, when accompanying

commercial uses permitted in the underlying zone. It is envisioned that as sites are redeveloped in the future, the addition of housing will help spur future commercial activity. This redevelopment overlay will be applied to the following Block and Lots, totaling approximately 165 acres:

- Crown Point Rd/Paradise Rd: Block 350, Lots 1, 2, 5, 6, 6.01, 7, 7.01, 7.02, 8, 8.01, 9, 22, 25, 25.01, and 26
  - ✓ A portion of this proposed redevelopment area includes the Terminal Property, which is also known as the Dana Transport site. As discussed above, the Township had preliminary discussions with a developer regarding this site. While exact details were not indicated at the time, the Township is open to future discussions and feels the site is appropriate for future mixed-use development.
- Red Bank Ave/ Hessian Ave: Block 120, Lot 1; Block 122, Lots 1, 2, 3, 3.01, 4, 5, 6, 6.01 and 7
- Crown Point Rd/ Delaware St: Block 332, Lots 8.11 and 9; Block 268, Lots 4, 13 and 14; Block 276, Lot 1; Block 246.01, Lot 34; Block 257, Lots 1, 2, 3, 4, 5 and 6
- Cornell Ln/ Route 45: Block 161, Lots 6, 8 and 8.01
- Parkville/ Kings Highway: Block 369, Lot 1; Block 357, Lot 3; Block 353, Lot 1.06; Block 351.14, Lots 15 and 29
- Mantua Pk/Budd Blvd): Block 364, Lots 1, 1.01, 4, 4.01 and 13; Block 366, Lot 19; Block 368, Lot 19, 23 and 26; Block 356.01, Lot 9, 12, 12.01 and 14
- Crown Point Rd/Grove Ave: Block 338, Lot 1; Block 341; Lots 1 and 1.01; Block 252, Lots 14, 14.01, 15 and 16
- Crown Point Rd/ Mid Atlantic Pk: Block 345, Lots 1, 1.01, 1.02, 2 and 3; Block 344, Lot 2.01; Block 347.12, Lot 1; Block 347, Lots 2 and 2.01; Block 346.03, Lots 3 and 4

## **4.0 APPENDIX**

1. Affordable Housing Site and RDP Map
2. Vacant Land Adjustment Data



West Deptford Township  
Gloucester County, NJ

Vacant Land Adjustment and  
Realistic Development Potential Map

- ▬ Municipal Boundary
- Municipal Parcels
- ▭ Affordable Housing Sites
- RDP Sites
- Vacant Sites
- Flood Hazard Area
- Wetlands
- ▲ NJDEP Known Contaminated Sites
- Open Space
- Preserved Farm
- Waterbody



P_ID	PAMS_PN	BLOCK	LOT	PNL_NODUP	PROPERTY CLASS	LOCATION	ADDITIONAL LOTS	TOTAL AREA	FLOOD HAZARD AREA (FHA)	WETLANDS (outside of FEMA)	AREA OUTSIDE CONSTRAINTS (DEVELOPABLE)	REASONS FOR EXCLUSION	REMAINING DEVELOPABLE AREA FOR DEVELOPABLE LOTS	HEALTHY DEVELOPMENT POTENTIAL (RDP)
204	8826_238_59	238	59	8826_238_59		DR MATTHEWS DR	45.67	0.0499	0.0499			0.0000 Unzoned/Average Insufficient to Support Housing. Constrained by FEMA/Wetlands		
205	8826_238_60	238	60	8826_238_60				0.0499	0.0499			0.0000 Unzoned/Average Insufficient to Support Housing. Constrained by FEMA/Wetlands		
206	8826_238_61	238	61	8826_238_61				0.0499	0.0499			0.0000 Unzoned/Average Insufficient to Support Housing. Constrained by FEMA/Wetlands		
207	8826_238_62	238	62	8826_238_62				0.0499	0.0499			0.0000 Unzoned/Average Insufficient to Support Housing. Constrained by FEMA/Wetlands		
208	8826_238_63	238	63	8826_238_63				0.0499	0.0499			0.0000 Unzoned/Average Insufficient to Support Housing. Constrained by FEMA/Wetlands		
209	8826_238_64	238	64	8826_238_64				0.0499	0.0499			0.0000 Unzoned/Average Insufficient to Support Housing. Constrained by FEMA/Wetlands		
210	8826_238_65	238	65	8826_238_65				0.0499	0.0499			0.0000 Unzoned/Average Insufficient to Support Housing. Constrained by FEMA/Wetlands		
211	8826_238_66	238	66	8826_238_66				0.0789	0.0789			0.0000 Unzoned/Average Insufficient to Support Housing. Constrained by FEMA/Wetlands		
212	8826_240_1	240	1	8826_240_1		ROBERTSON AVE	34.47	0.0000	0.0523			0.0000 Unzoned/Average Insufficient to Support Housing. Constrained by FEMA/Wetlands		
213	8826_240_33	240	33	8826_240_33		ROBERTSON AVE	34.47	0.0000	0.0523			0.0000 Unzoned/Average Insufficient to Support Housing. Constrained by FEMA/Wetlands		
214	8826_240_34	240	34	8826_240_34				0.0589	0.0589			0.0000 Unzoned/Average Insufficient to Support Housing. Constrained by FEMA/Wetlands		
215	8826_240_35	240	35	8826_240_35				0.0589	0.0589			0.0000 Unzoned/Average Insufficient to Support Housing. Constrained by FEMA/Wetlands		
216	8826_240_36	240	36	8826_240_36				0.0589	0.0589			0.0000 Unzoned/Average Insufficient to Support Housing. Constrained by FEMA/Wetlands		
217	8826_240_37	240	37	8826_240_37				0.0603	0.0603			0.0000 Unzoned/Average Insufficient to Support Housing. Constrained by FEMA/Wetlands		
218	8826_242_7	242	7	8826_242_7		211 ROOSEVELT BLVD		0.2464	0.2464			0.2464 Unzoned/Average Insufficient to Support Housing. Constrained by FEMA/Wetlands		
219	8826_242_1	242	1	8826_242_1		DR DELAWARE ST		0.2121	0.2121			0.2121 Unzoned/Average Insufficient to Support Housing. Constrained by FEMA/Wetlands		
220	8826_244_33	244	33	8826_244_33			13	0.0499	0.0499			0.0000 Unzoned/Average Insufficient to Support Housing. Constrained by FEMA/Wetlands		
221	8826_244_34	244	34	8826_244_34				0.0499	0.0499			0.0000 Unzoned/Average Insufficient to Support Housing. Constrained by FEMA/Wetlands		
222	8826_244_34	244	34	8826_244_34		BERGEN AVE	35	0.0499	0.0499			0.0000 Unzoned/Average Insufficient to Support Housing. Constrained by FEMA/Wetlands		
223	8826_244_35	244	35	8826_244_35				0.0499	0.0499			0.0000 Unzoned/Average Insufficient to Support Housing. Constrained by FEMA/Wetlands		
224	8826_245_28	245	28	8826_245_28		RAMING AVE		0.1101	0.1101			0.1101 Unzoned/Average Insufficient to Support Housing. Constrained by FEMA/Wetlands		
225	8826_245_30	245	30	8826_245_30		RAMING AVE		0.2425	0.2425			0.2425 Unzoned/Average Insufficient to Support Housing. Constrained by FEMA/Wetlands		
226	8826_247_02	247	02	8826_247_02		MONMOUTH AVE		0.0526	0.0526			0.0526 Unzoned/Average Insufficient to Support Housing. Constrained by FEMA/Wetlands		
227	8826_247_04	247	04	8826_247_04		MONMOUTH AVE		0.0526	0.0526			0.0526 Unzoned/Average Insufficient to Support Housing. Constrained by FEMA/Wetlands		
228	8826_247_24	247	24	8826_247_24		190 MONMOUTH AVE		0.1956	0.1956			0.1956 Unzoned/Average Insufficient to Support Housing. Constrained by FEMA/Wetlands		
229	8826_249_05	249	05	8826_249_05				0.1000	0.1000			0.1000 Unzoned/Average Insufficient to Support Housing. Constrained by FEMA/Wetlands		
230	8826_251_1	251	1	8826_251_1		198 BERGEN AVE		0.3962	0.3962			0.3962 Unzoned/Average Insufficient to Support Housing. Constrained by FEMA/Wetlands		
231	8826_251_1	251	1	8826_251_1		198 BERGEN AVE		0.3962	0.3962	10.9028	0.0000	0.3962 Unzoned/Average Insufficient to Support Housing. Constrained by FEMA/Wetlands		
232	8826_251_13	251	13	8826_251_13		BERGEN AVE	14	0.0499	0.0499			0.0499 Unzoned/Average Insufficient to Support Housing. Constrained by FEMA/Wetlands		
233	8826_251_14	251	14	8826_251_14				0.0481	0.0481			0.0481 Unzoned/Average Insufficient to Support Housing. Constrained by FEMA/Wetlands		
234	8826_251_24	251	24	8826_251_24		DELAWARE ST		2.2609	2.2609			2.2609 Unzoned/Average Insufficient to Support Housing. Constrained by FEMA/Wetlands		
235	8826_251_25	251	25	8826_251_25		DELAWARE ST		1.1796	0.9172			0.9172 Affordable Housing Project (see next tab)		
236	8826_251_26	251	26	8826_251_26		CROWN POINT RD	2	0.2929	0.2929			0.2929 Unzoned/Average Insufficient to Support Housing. Constrained by FEMA/Wetlands		
237	8826_251_27	251	27	8826_251_27				0.1223	0.1223			0.1223 Unzoned/Average Insufficient to Support Housing. Constrained by FEMA/Wetlands		
238	8826_251_13	251	13	8826_251_13		CUMBERLAND AVE		0.1010	0.1010			0.1010 Unzoned/Average Insufficient to Support Housing. Constrained by FEMA/Wetlands		
239	8826_251_13	251	13	8826_251_13		CUMBERLAND AVE	18.20	0.1010	0.1010			0.1010 Unzoned/Average Insufficient to Support Housing. Constrained by FEMA/Wetlands		
240	8826_251_18	251	18	8826_251_18		CUMBERLAND AVE		0.1010	0.1010			0.1010 Unzoned/Average Insufficient to Support Housing. Constrained by FEMA/Wetlands		
241	8826_251_19	251	19	8826_251_19				0.1010	0.1010			0.1010 Unzoned/Average Insufficient to Support Housing. Constrained by FEMA/Wetlands		
242	8826_251_20	251	20	8826_251_20				0.0348	0.0348			0.0348 Unzoned/Average Insufficient to Support Housing. Constrained by FEMA/Wetlands		
243	8826_254_1	254	1	8826_254_1		CROWN POINT & CUMBERLAND	2.17	0.0499	0.0499			0.0499 Unzoned/Average Insufficient to Support Housing. Constrained by FEMA/Wetlands		
244	8826_254_1	254	1	8826_254_1				0.1205	0.1205			0.1205 Unzoned/Average Insufficient to Support Housing. Constrained by FEMA/Wetlands		
245	8826_254_1	254	1	8826_254_1		CROWN POINT RD		0.1205	0.1205			0.1205 Unzoned/Average Insufficient to Support Housing. Constrained by FEMA/Wetlands		
246	8826_254_1	254	1	8826_254_1		CROWN POINT RD		0.1310	0.1310			0.1310 Unzoned/Average Insufficient to Support Housing. Constrained by FEMA/Wetlands		
247	8826_254_1	254	1	8826_254_1		CUMBERLAND AVE	7.8	0.4848	0.4848			0.4848 Unzoned/Average Insufficient to Support Housing. Constrained by FEMA/Wetlands		
248	8826_254_1	254	1	8826_254_1				0.1010	0.1010			0.1010 Unzoned/Average Insufficient to Support Housing. Constrained by FEMA/Wetlands		
249	8826_254_1	254	1	8826_254_1				0.1010	0.1010			0.1010 Unzoned/Average Insufficient to Support Housing. Constrained by FEMA/Wetlands		
250	8826_254_1	254	1	8826_254_1				0.0479	0.0479			0.0479 Unzoned/Average Insufficient to Support Housing. Constrained by FEMA/Wetlands		
251	8826_254_1	254	1	8826_254_1		WILLIAM PL & TILLEN	18	0.0830	0.0830			0.0830 Unzoned/Average Insufficient to Support Housing. Constrained by FEMA/Wetlands		
252	8826_254_1	254	1	8826_254_1				0.0830	0.0830			0.0830 Unzoned/Average Insufficient to Support Housing. Constrained by FEMA/Wetlands		
253	8826_254_1	254	1	8826_254_1				0.1448	0.1448			0.1448 Unzoned/Average Insufficient to Support Housing. Constrained by FEMA/Wetlands		
254	8826_254_1	254	1	8826_254_1		WILLIAMS & CUMBERLAND		0.0501	0.4252			0.4252 Unzoned/Average Insufficient to Support Housing. Constrained by FEMA/Wetlands		
255	8826_260_10	260	10	8826_260_10		30 TILLEN RD		0.0499	0.0499			0.0499 Unzoned/Average Insufficient to Support Housing. Constrained by FEMA/Wetlands		
256	8826_263_1	263	1	8826_263_1		SAFE WAY AVE		0.0918	0.0918			0.0918 Unzoned/Average Insufficient to Support Housing. Constrained by FEMA/Wetlands		
257	8826_263_1	263	1	8826_263_1		SAFE WAY AVE		0.0918	0.0918			0.0918 Unzoned/Average Insufficient to Support Housing. Constrained by FEMA/Wetlands		
258	8826_263_1	263	1	8826_263_1		SAFE WAY AVE		0.0918	0.0918			0.0918 Unzoned/Average Insufficient to Support Housing. Constrained by FEMA/Wetlands		
259	8826_263_1	263	1	8826_263_1		SAFE WAY AVE		0.0918	0.0918			0.0918 Unzoned/Average Insufficient to Support Housing. Constrained by FEMA/Wetlands		
260	8826_263_1	263	1	8826_263_1		SAFE WAY AVE		0.0918	0.0918			0.0918 Unzoned/Average Insufficient to Support Housing. Constrained by FEMA/Wetlands		
261	8826_263_1	263	1	8826_263_1		SAFE WAY AVE		0.0918	0.0918			0.0918 Unzoned/Average Insufficient to Support Housing. Constrained by FEMA/Wetlands		
262	8826_263_1	263	1	8826_263_1		SAFE WAY AVE		0.0918	0.0918			0.0918 Unzoned/Average Insufficient to Support Housing. Constrained by FEMA/Wetlands		
263	8826_263_1	263	1	8826_263_1		SAFE WAY AVE		0.0918	0.0918			0.0918 Unzoned/Average Insufficient to Support Housing. Constrained by FEMA/Wetlands		
264	8826_263_1	263	1	8826_263_1		SAFE WAY AVE		0.0918	0.0918			0.0918 Unzoned/Average Insufficient to Support Housing. Constrained by FEMA/Wetlands		
265	8826_263_1	263	1	8826_263_1		SAFE WAY AVE		0.0918	0.0918			0.0918 Unzoned/Average Insufficient to Support Housing. Constrained by FEMA/Wetlands		
266	8826_263_1	263	1	8826_263_1		SAFE WAY AVE		0.0918	0.0918			0.0918 Unzoned/Average Insufficient to Support Housing. Constrained by FEMA/Wetlands		
267	8826_263_1	263	1	8826_263_1		SAFE WAY AVE		0.0918	0.0918			0.0918 Unzoned/Average Insufficient to Support Housing. Constrained by FEMA/Wetlands		
268	8826_263_1	263	1	8826_263_1		SAFE WAY AVE		0.0918	0.0918			0.0918 Unzoned/Average Insufficient to Support Housing. Constrained by FEMA/Wetlands		
269	8826_263_1	263	1	8826_263_1		SAFE WAY AVE		0.0918	0.0918			0.0918 Unzoned/Average Insufficient to Support Housing. Constrained by FEMA/Wetlands		
270	8826_263_1	263	1	8826_263_1		SAFE WAY AVE		0.0918	0.0918			0.0918 Unzoned/Average Insufficient to Support Housing. Constrained by FEMA/Wetlands		
271	8826_263_1	263	1	8826_263_1		SAFE WAY AVE		0.0918	0.0918			0.0918 Unzoned/Average Insufficient to Support Housing. Constrained by FEMA/Wetlands		
272	8826_263_1	263	1	8826_263_1		SAFE WAY AVE		0.0918	0.0918			0.0918 Unzoned/Average Insufficient to Support Housing. Constrained by FEMA/Wetlands		
273	8826_263_1	263	1	8826_263_1		SAFE WAY AVE		0.0918	0.0918			0.0918 Unzoned/Average Insufficient to Support Housing. Constrained by FEMA/Wetlands		
274	8826_263_1	263	1	8826_263_1		SAFE WAY AVE		0.0918	0.0918			0.0918 Unzoned/Average Insufficient to Support Housing. Constrained by FEMA/Wetlands		
275	8826_263_1	263	1	8826_263_1		SAFE WAY AVE		0.0918	0.0918			0.0918 Unzoned/Average Insufficient to Support Housing. Constrained by FEMA/Wetlands		
276	8826_263_1	263	1	8826_263_1		SAFE WAY AVE		0.0918	0.0918			0.0918 Unzoned/Average Insufficient to Support Housing. Constrained by FEMA/Wetlands		
277	8826_263_1	263	1	8826_263_1		SAFE WAY AVE		0.0918	0.0918			0.0918 Unzoned/Average Insufficient to Support Housing. Constrained by FEMA/Wetlands		
278	8826_263_1	263	1	8826_263_1		SAFE WAY AVE		0.0918	0.0918			0.0918 Unzoned/Average Insufficient to Support Housing. Constrained by FEMA/Wetlands		
279	8826_263_1	263	1	8826_263_1		SAFE WAY AVE		0.0918	0.0918			0.0918 Unzoned/Average Insufficient to Support Housing. Constrained by FEMA/Wetlands		</



AFFORDABLE HOUSING SITES					
BLOCK	LOT	ADDITIONAL LOT(S)	LOCATION	PROJECT NAME	# OF UNITS
328	7.04		EAGLE POINT RD	<i>Alterra at Riverwinds</i>	13
374	2.02	2.06	100 HARVEST DR	<i>Approved Inclusionary Development (Park West/Hunting Green)</i>	92
374	2.08		OGDEN STATION RD	<i>Approved Inclusionary Development (Park West/Hunting Green)</i>	
374	3.02	(Old Lot: 2.04)	PARKVILLE STATION RD	<i>Approved Inclusionary Development (Park West/Hunting Green)</i>	
374	3.21		OGDEN STATION RD	<i>Approved Inclusionary Development (Park West/Hunting Green)</i>	
374	3.22		OGDEN STATION RD	<i>Approved Inclusionary Development (Park West/Hunting Green)</i>	
132	7		4 VICTORIAN WAY	<i>Approved Inclusionary Development (Victoria Walk)</i>	2
132	7		2 VICTORIAN WAY	<i>Approved Inclusionary Development (Victoria Walk)</i>	
132	7		20 VICTORIAN WAY	<i>Approved Inclusionary Development (Victoria Walk)</i>	
132	7		17 VICTORIAN WAY	<i>Approved Inclusionary Development (Victoria Walk)</i>	
328	3.01		420 GROVE AVE	<i>Approved/Proposed 100% Affordable Development (Winn - Grove Ave Senior Apt)</i>	84
351.23	1		99 LIONHEART LANE	<i>Existing Group Home (H2H LLC)</i>	3
351.23	1		104 LIONHEART LANE	<i>Existing Group Home (H2H LLC)</i>	3
351.23	1		76 HIGHBRIDGE LANE	<i>Existing Group Home (H2H LLC)</i>	3
351.23	1		77 HIGHBRIDGE LANE	<i>Existing Group Home (H2H LLC)</i>	3
351.23	1		99 HIGHBRIDGE LANE	<i>Existing Group Home (H2H LLC)</i>	3
376	3.01		145 PARKVILLE STATION RD	<i>Existing Group Home (The Arc)</i>	9
351.99	1		25-50 HIGHBRIDGE LN	<i>Existing Inclusionary Development (Hampton Crescent Condominiums)</i>	26
179.04	7	Old Block: 179D, Old Lot: 7	1119 GARRETT STREET	<i>Gloucester County Housing Authority (Expanded Housing Opportunity (EHO) Program)</i>	25
300	4		213 MANSION AVENUE	<i>Gloucester County Housing Authority (Expanded Housing Opportunity (EHO) Program)</i>	
130.01	6	Old Block: 130A, Old Lot: 6	505 WEST RED BANK AVENUE	<i>Gloucester County Housing Authority (Expanded Housing Opportunity (EHO) Program)</i>	
135	5, 6		1353 GEORGIA AVENUE	<i>Gloucester County Housing Authority (Expanded Housing Opportunity (EHO) Program)</i>	
147	7.04, 6A(?)	Old Lot: 7D	1417 SPIEGLE AVENUE	<i>Gloucester County Housing Authority (Expanded Housing Opportunity (EHO) Program)</i>	
152	7		1470 CROWN POINT ROAD	<i>Gloucester County Housing Authority (Expanded Housing Opportunity (EHO) Program)</i>	
198	15		414 WEST RED BANK AVENUE	<i>Gloucester County Housing Authority (Expanded Housing Opportunity (EHO) Program)</i>	
300	7		309 WOODBURY TERRACE	<i>Gloucester County Housing Authority (Expanded Housing Opportunity (EHO) Program)</i>	
339	4		81 CHURCH STREET	<i>Gloucester County Housing Authority (Expanded Housing Opportunity (EHO) Program)</i>	
130.01	12	Old Block: 130A, Old Lot: 12	34 "G" STREET	<i>Gloucester County Housing Authority (Expanded Housing Opportunity (EHO) Program)</i>	
130.03	52	Old Block: 130C, Old Lot: 52	201 WEST RED BANK AVENUE	<i>Gloucester County Housing Authority (Expanded Housing Opportunity (EHO) Program)</i>	
132.04	11	Old Block: 132D, Old Lot: 11	1128 FORD AVENUE	<i>Gloucester County Housing Authority (Expanded Housing Opportunity (EHO) Program)</i>	
433	1		850 KINGS HWY	<i>Inclusionary Development (850 Kings Highway - Westwood Golf)</i>	
355	1		JESSUP RD & RAILROAD	<i>Inclusionary Development (850 Kings Highway - Westwood Golf)</i>	
363	2		PRINCETON AVENUE	<i>Inclusionary Development (850 Kings Highway - Westwood Golf)</i>	
363	2.03		KINGS HWY	<i>Inclusionary Development (850 Kings Highway - Westwood Golf)</i>	
363	3.02		85 PRINCETON AVE	<i>Inclusionary Development (850 Kings Highway - Westwood Golf)</i>	
363	4.01		PRINCETON AVENUE	<i>Inclusionary Development (850 Kings Highway - Westwood Golf)</i>	
328	7.01		EAGLE POINT RD	<i>K Hovanian at Riverwinds</i>	7
351.14	1		981 GROVE RD	<i>Shepherd's Farm</i>	75

BLOCK	LOT	ADDITIONAL LOT(S)	LOCATION	PROJECT NAME	# OF UNITS
349	3		45 MANTUA GROVE RD	<i>White Swan Development</i>	24
326	3		MATTHEWS BRANCH	<i>South Shore Properties</i>	36
326	4		TILDEN RD	<i>South Shore Properties</i>	
326	5		TILDEN RD	<i>South Shore Properties</i>	
326	6		TILDEN RD	<i>South Shore Properties</i>	
326	7		257 MYRTLE AVE	<i>South Shore Properties</i>	
251	5.01		PASSAIC AVE	<i>South Shore Properties</i>	
251	25		DELAWARE ST	<i>South Shore Properties</i>	
<b>Total Units</b>					<b>538</b>

# EXHIBIT B

**Ashton Jones**

---

**From:** Kimberly Gober <kgober@hagc.org>  
**Sent:** Monday, September 14, 2020 1:45 PM  
**To:** Lorissa Luciani; Grace Seeney  
**Cc:** Ashton Jones; Erik C. Nolan; Nelly Rojas  
**Subject:** RE: Request for HAGC Affordable Housing Documentation

Good afternoon,

This is to confirm the addresses noted below are owned Public Housing units owned by HAGC. These units are covered under HUD's Declaration of Trust, which is a recorded deed restriction. There have not been any changes since the previous certification of NJ affordable housing in the prior round.

Hope this helps. Please advise if you need additional information.

*Kimberly Gober*

Executive Director  
Housing Authority of Gloucester County  
100 Pop Moylan Blvd.  
Deptford, New Jersey 08096  
856-845-4959, ext. 218  
856-384-9044, fax

**From:** Lorissa Luciani <lluciani@westdeptford.com>  
**Sent:** Thursday, September 03, 2020 11:13 AM  
**To:** Kimberly Gober <kgober@hagc.org>; Grace Seeney <gseeney@hagc.org>  
**Cc:** Ashton.Jones@rve.com; Erik C. Nolan <en@surenian.com>  
**Subject:** RE: Request for HAGC Affordable Housing Documentation

Good Morning,

Just following up on this request. Thanks.

---

Lorissa Luciani, PP, AICP, Director of Planning & Code Enforcement  
West Deptford Township  
400 Crown Point Road  
West Deptford, New Jersey 08086  
Phone: (856) 845-4004 ext. 126 | Fax: (856) 384-3079 | Email: [lluciani@westdeptford.com](mailto:lluciani@westdeptford.com)  
Website: <https://www.westdeptford.com/>



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**From:** Lorissa Luciani

**Sent:** Thursday, August 13, 2020 11:07 AM

**To:** 'kgober@hagc.org' <kgober@hagc.org>; 'gseeney@hagc.org' <gseeney@hagc.org>

**Cc:** Ashton.Jones@rve.com; Erik C. Nolan <en@surenian.com>

**Subject:** Request for HAGC Affordable Housing Documentation

**Importance:** High

Good Morning Executive Director Gober,

I hope this email finds you well and safe. As you may know, West Deptford Township, like all in New Jersey, must comply with the State's affordable housing requirements. The Township is currently going through a certification of the Third Round, where we are looking to document credit for properties that qualify for West Deptford. The units in question are as follows:

Property Location	Property Class	Owner's Name
1174 RED BANK AVE	15C	HOUSING AUTHORITY OF GLOUCESTER CO
1122 VIVIAN TER	15C	HOUSING AUTHORITY OF GLOUCESTER CO
1185 LEWIS TER	15C	HOUSING AUTHORITY OF GLOUCESTER CO
1118 HARKER AVE	15C	HOUSING AUTHORITY OF GLOUCESTER CO
150 DUBOIS AVE	15C	HOUSING AUTHORITY OF GLOUCESTER CO
425 GROVE AVE	15C	HOUSING AUTHORITY OF GLOUCESTER CO
401 AUDUBON AVE	15C	HOUSING AUTHORITY OF GLOUCESTER CO
416 AUDUBON AVE	15C	HOUSING AUTHORITY OF GLOUCESTER CO
209 AUDUBON AVE	15C	HOUSING AUTHORITY OF GLOUCESTER CO
225 WOODBURY TER	15C	HOUSING AUTHORITY OF GLOUCESTER CO
124 HOLLY DR	15C	HOUSING AUTHORITY OF GLOUCESTER CO
94 PRINCETON AVE	15C	HOUSING AUTHORITY OF GLOUCESTER CO
104 PRINCETON AVE	15C	HOUSING AUTHORITY OF GLOUCESTER CO
6 W FIRST AVE	15C	HOUSING AUTHORITY OF GLOUCESTER CO
1169 MANTUA PK	15C	HOUSING AUTHORITY OF GLOUCESTER CO

The reason for my email is to confirm that the aforementioned units in West Deptford are **(1) used for the purposes of providing affordable housing to households who make less than 80% of the area's median income** and **(2) to see if there are recorded affordability controls (i.e. – deed restriction, HUD mortgage, etc.) that document that these units are restricted to that use.**

It is apparent, via the tax codes, that the EPL Code for these units is public housing. **However, if there is any additional documentation you can provide, that would be helpful to West Deptford in counting these units towards our affordable housing obligation.**

Please let me know if you have any questions or concerns or if you would like to discuss further. Thank you.

---

Lorissa Luciani, PP, AICP, Director of Planning & Code Enforcement  
West Deptford Township  
400 Crown Point Road

West Deptford, New Jersey 08086

Phone: (856) 845-4004 ext. 126 | Fax: (856) 384-3079 | Email: [lluciani@westdeptford.com](mailto:lluciani@westdeptford.com)

Website: <https://www.westdeptford.com/>



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#### IMPORTANT CONFIDENTIALITY NOTICE

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Property	Block	Lot	Settlement Date
416 Audubon Avenue	✓ 291	14	09-28-79
94 Princeton Avenue	✓ 358	10	06-09-80
1174 Red Bank Avenue	✓ 122	19 (add'l lot: 20.01)	06-03-80
104 Princeton Avenue	✓ 358	12	04-06-81
209 Audubon Avenue	✓ 307	2.05	11-25-80
425 Grove Avenue	✓ 284	6 (add'l lots: 7, 7.01)	
401 Audubon Avenue	✓ 290	6	05-28-81
1169 Mantua Pike, Mantua	✓ 426	5	07-09-81
225 Woodbury Terrace	✓ 308	13	08-29-80
1122 Vivian Terrace	✓ 132.02	12	12-05-80
124 Holly Drive	✓ 356.14	15	09-28-79
1185 Lewis Terrace	✓ 132.05	27	03-03-80
1118 Harker Avenue	✓ 179.06	6	11-07-80
73 Lee Avenue ?	426	4	
150 Dubois Avenue	✓ 189.01	21	05-26-81
6 West First Avenue	✓ 426	4	03-18-89
425 Grove Road	284	6	03-06-81

No C.O. for 20.01

No C.O. for 7, 7.01

Property	Block	Lot	Settlement Date
1417 Spiegle Avenue	147	7D & 6A	09-18-91
1353 Georgia Avenue	✓ 135	5 & 6	10-30-91
1470 Crown Point Road	✓ 152	7	12-06-91
81 Church Street	✓ 339	4	12-18-91
213 Mansion Avenue	✓ 300	4	05-28-92
414 West Red Bank Avenue	✓ 198	15	05-28-92
34 "G" Street	✓ 130A	12	06-24-92
1119 Garrett Street	✓ 179D	7	06-29-92
1128 Ford Avenue	✓ 132D	11	06-15-92
505 West Red Bank Avenue	✓ 130	6A	07-31-92
309 Woodbury Terrace	✓ 300	7	07-31-92
201 West Red Bank Avenue	✓ 130.C	52	09-25-92

→ applied for CO in Aug - Failed



West Deptford Township  
CODE ENFORCEMENT  
400 CROWN POINT ROAD  
WEST DEPTFORD, NJ 08086  
(856) 845-4004 EXT. 169  
BGALLOWAY@WESTDEPTFORD.COM

Application Date 3/28/2023  
Tracking Number CECERT-23-00336  
Date Issued 6/15/2023  
Expiration Date \_\_\_\_\_

## CHANGE OF OCCUPANCY

Location

HOUSING AUTHORITY OF GLOUCESTER CO  
416 AUDUBON AVE  
WEST DEPTFORD NJ 08086  
B:291 L:14

Owner

HOUSING AUTHORITY OF GLOUCESTER CO  
100 POP MOYLAN BLVD  
DEPTFORD, NJ 08096

Block 291 Lot 14

Unit # \_\_\_\_\_

Building \_\_\_\_\_

Telephone (856)-845-4959

---

### CHANGE OF OCCUPANCY

Summary no open permits  
no vacant fee owed

3 Bedroom  
1 Bath  
Kitchen  
Living Room

\_\_\_\_\_  
CODE ENFORCEMENT Official

Fee Paid \$90.00

Date Printed: 12/2/2025



West Deptford Township  
CODE ENFORCEMENT  
400 CROWN POINT ROAD  
WEST DEPTFORD, NJ 08086  
(856) 845-4004 EXT. 169  
BGALLOWAY@WESTDEPTFORD.COM

Application Date 7/18/2023  
Tracking Number CECERT-23-00406  
Date Issued 7/20/2023  
Expiration Date \_\_\_\_\_

## CHANGE OF OCCUPANCY

Location

HOUSING AUTHORITY OF GLOUCESTER CO  
94 PRINCETON AVE  
West Deptford Township NJ 08096  
B:358 L:10

Applicant

HOUSING AUTHORITY OF GLOUCESTER CO  
100 POP MOYLAN BLVD  
DEPTFORD, NJ 08096

Block 358 Lot 10

Unit # \_\_\_\_\_

Building \_\_\_\_\_

Telephone (856) 845-4959

### CHANGE OF OCCUPANCY

Summary no open permits  
no vacant fee owed

- 3 Bedroom
- 1.5 Bath
- Kitchen
- Living Room
- Dining Room
- Shed

\_\_\_\_\_  
CODE ENFORCEMENT Official

Fee Paid \$60.00

Date Printed: 12/2/2025



West Deptford Township  
CODE ENFORCEMENT  
400 CROWN POINT ROAD  
WEST DEPTFORD, NJ 08086  
(856) 845-4004 EXT. 169  
BGALLOWAY@WESTDEPTFORD.COM

Application Date 3/28/2023  
Tracking Number CECERT-23-00242  
Date Issued 4/28/2023  
Expiration Date \_\_\_\_\_

## CHANGE OF OCCUPANCY

Location

HOUSING AUTHORITY OF GLOUCESTER CO  
1174 RED BANK AVE  
West Deptford Township NJ 08086  
B:122 L:19

Owner

HOUSING AUTHORITY OF GLOUCESTER CO  
100 POP MOYLAN BLVD  
DEPTFORD, NJ 08096

Block 122 Lot 19

Unit # \_\_\_\_\_

Building \_\_\_\_\_

Telephone (856) 845-4959

---

### CHANGE OF OCCUPANCY

Summary no open permits  
no vacant fee owed

2 Bedroom  
1 Bath  
Kitchen  
Living Room

\_\_\_\_\_  
CODE ENFORCEMENT Official

Fee Paid \$60.00

Date Printed: 12/2/2025



West Deptford Township  
CODE ENFORCEMENT  
400 CROWN POINT ROAD  
WEST DEPTFORD, NJ 08086  
(856) 845-4004 EXT. 169  
BGALLOWAY@WESTDEPTFORD.COM

Application Date 3/28/2023  
Tracking Number CECERT-23-00201  
Date Issued 4/11/2023  
Expiration Date \_\_\_\_\_

## CHANGE OF OCCUPANCY

Location

HOUSING AUTHORITY OF GLOUCESTER CO  
104 PRINCETON AVE  
West Deptford Township NJ 08096  
B:358 L:12

Owner

HOUSING AUTHORITY OF GLOUCESTER CO  
100 POP MOYLAN BLVD  
DEPTFORD, NJ 08096

Block 358 Lot 12

Unit # \_\_\_\_\_

Building \_\_\_\_\_ Max Occupancy 6

Telephone (856) 845-4959

---

### CHANGE OF OCCUPANCY

Summary no open permits  
no vacant fee owed

4 Bedroom  
2 Bath  
Kitchen  
Living Room  
Dining Room

---

CODE ENFORCEMENT Official

Fee Paid \$60.00

Date Printed: 12/2/2025



West Deptford Township  
CODE ENFORCEMENT  
400 CROWN POINT ROAD  
WEST DEPTFORD, NJ 08086  
(856) 845-4004 EXT. 169  
BGALLOWAY@WESTDEPTFORD.COM

Application Date 3/28/2023  
Tracking Number CECERT-23-00198  
Date Issued 4/11/2023  
Expiration Date \_\_\_\_\_

## CHANGE OF OCCUPANCY

Location

HOUSING AUTHORITY OF GLOUCESTER CO  
209 AUDUBON AVE  
Thorofare NJ 08086  
B:307 L:2.05

Owner

HOUSING AUTHORITY OF GLOUCESTER CO  
100 POP MOYLAN BLVD  
DEPTFORD, NJ 08096

Block 307 Lot 2.05

Unit # \_\_\_\_\_

Building \_\_\_\_\_

Telephone (856)-845-4959

---

### CHANGE OF OCCUPANCY

Summary no open permits  
no vacant fee owed

3 Bedroom  
1 Bath  
Kitchen  
Living Room

\_\_\_\_\_  
CODE ENFORCEMENT Official

Fee Paid \$60.00

Date Printed: 12/2/2025



West Deptford Township  
CODE ENFORCEMENT  
400 CROWN POINT ROAD  
WEST DEPTFORD, NJ 08086  
(856) 845-4004 EXT. 169  
BGALLOWAY@WESTDEPTFORD.COM

Application Date 3/28/2023  
Tracking Number CECERT-23-00244  
Date Issued 4/28/2023  
Expiration Date \_\_\_\_\_

## CHANGE OF OCCUPANCY

Location

HOUSING AUTHORITY OF GLOUCESTER CO  
425 GROVE AVE  
West Deptford Township NJ 08086  
B:284 L:6

Owner

HOUSING AUTHORITY OF GLOUCESTER CO  
100 POP MOYLAN BLVD  
DEPTFORD, NJ 08096

Block 284 Lot 6

Unit # \_\_\_\_\_

Building \_\_\_\_\_

Telephone (856) 845-4959

---

### CHANGE OF OCCUPANCY

Summary no open permits  
no vacant fee owed

4 Bedroom  
1.5 Bath  
Kitchen  
Living Room  
Dining Room

---

CODE ENFORCEMENT Official

Fee Paid \$60.00

Date Printed: 12/2/2025



West Deptford Township  
CODE ENFORCEMENT  
400 CROWN POINT ROAD  
WEST DEPTFORD, NJ 08086  
(856) 845-4004 EXT. 169  
BGALLOWAY@WESTDEPTFORD.COM

Application Date 3/28/2023  
Tracking Number CECERT-23-00396  
Date Issued 7/19/2023  
Expiration Date \_\_\_\_\_

## CHANGE OF OCCUPANCY

Location

HOUSING AUTHORITY OF GLOUCESTER CO  
401 AUDUBON AVE  
West Deptford Township NJ 08086  
B:290 L:6

Owner

HOUSING AUTHORITY OF GLOUCESTER CO  
100 POP MOYLAN BLVD  
DEPTFORD, NJ 08096

Block 290 Lot 6

Unit # \_\_\_\_\_

Building \_\_\_\_\_

Telephone (856) 845-4959

### CHANGE OF OCCUPANCY

Summary no open permits  
no vacant fee owed

3 Bedroom  
1 Bath  
Kitchen  
Living Room

\_\_\_\_\_  
CODE ENFORCEMENT Official

Fee Paid \$90.00

Date Printed: 12/2/2025



West Deptford Township  
CODE ENFORCEMENT  
400 CROWN POINT ROAD  
WEST DEPTFORD, NJ 08086  
(856) 845-4004 EXT. 169  
BGALLOWAY@WESTDEPTFORD.COM

Application Date 3/28/2023  
Tracking Number CECERT-23-00243  
Date Issued 4/28/2023  
Expiration Date \_\_\_\_\_

## CHANGE OF OCCUPANCY

Location

HOUSING AUTHORITY OF GLOUCESTER CO  
1169 MANTUA PK  
West Deptford Township NJ 08051  
B:426 L:5

Owner

HOUSING AUTHORITY OF GLOUCESTER CO  
100 POP MOYLAN BLVD  
DEPTFORD, NJ 08096

Block 426 Lot 5

Unit # \_\_\_\_\_

Building \_\_\_\_\_

Telephone (856) 845-4959

---

### CHANGE OF OCCUPANCY

Summary no open permits  
no vacant fee owed

4 Bedroom  
2 Bath  
Kitchen  
Living Room  
Dining Room

Fee Paid \$60.00

\_\_\_\_\_  
CODE ENFORCEMENT Official

Date Printed: 12/2/2025



West Deptford Township  
CODE ENFORCEMENT  
400 CROWN POINT ROAD  
WEST DEPTFORD, NJ 08086  
(856) 845-4004 EXT. 169  
BGALLOWAY@WESTDEPTFORD.COM

Application Date 3/28/2023  
Tracking Number CECERT-23-00199  
Date Issued 4/11/2023  
Expiration Date \_\_\_\_\_

## CHANGE OF OCCUPANCY

Location

HOUSING AUTHORITY OF GLOUCESTER CO  
225 WOODBURY TER  
Thorofare NJ 08086  
B:308 L:13

Owner

HOUSING AUTHORITY OF GLOUCESTER CO  
100 POP MOYLAN BLVD  
DEPTFORD, NJ 08096

Block 308 Lot 13

Unit # \_\_\_\_\_

Building \_\_\_\_\_

Telephone (856)-251-6670

---

### CHANGE OF OCCUPANCY

Summary no open permits  
no vacant fee owed

3 Bedroom  
1 Bath  
Kitchen  
Living Room



West Deptford Township  
CODE ENFORCEMENT  
400 CROWN POINT ROAD  
WEST DEPTFORD, NJ 08086  
(856) 845-4004 EXT. 169  
BGALLOWAY@WESTDEPTFORD.COM

Application Date 3/28/2023  
Tracking Number CECERT-23-00341  
Date Issued 6/15/2023  
Expiration Date \_\_\_\_\_

## CHANGE OF OCCUPANCY

Location

HOUSING AUTHORITY OF GLOUCESTER CO  
1122 VIVIAN TER  
West Deptford Township NJ 08096  
B:132.02 L:12

Applicant

HOUSING AUTHORITY OF GLOUCESTER CO  
100 POP MOYLAN BLVD  
DEPTFORD, NJ 08096

Block 132.02 Lot 12

Unit # \_\_\_\_\_

Building \_\_\_\_\_

Telephone (856) 845-4959

### CHANGE OF OCCUPANCY

Summary no open permits  
no vacant fee owed

3 Bedroom  
1 Bath  
Kitchen  
Living Room

\_\_\_\_\_  
CODE ENFORCEMENT Official

Fee Paid \$90.00

Date Printed: 12/2/2025



West Deptford Township  
CODE ENFORCEMENT  
400 CROWN POINT ROAD  
WEST DEPTFORD, NJ 08086  
(856) 845-4004 EXT. 169  
BGALLOWAY@WESTDEPTFORD.COM

Application Date 3/28/2023  
Tracking Number CECERT-23-00241  
Date Issued 4/28/2023  
Expiration Date \_\_\_\_\_

## CHANGE OF OCCUPANCY

Location

HOUSING AUTHORITY OF GLOUCESTER CO  
124 HOLLY DR  
West Deptford Township NJ 08096  
B:356.14 L:15

Owner

HOUSING AUTHORITY OF GLOUCESTER CO  
100 POP MOYLAN BLVD  
DEPTFORD, NJ 08096

Block 356.14 Lot 15

Unit # \_\_\_\_\_

Building \_\_\_\_\_

Telephone (856) 845-4959

---

### CHANGE OF OCCUPANCY

Summary no open permits  
no vacant fee owed

3 Bedroom  
1 Bath  
Kitchen  
Living Room

\_\_\_\_\_  
CODE ENFORCEMENT Official

Fee Paid \$60.00

Date Printed: 12/2/2025



West Deptford Township  
CODE ENFORCEMENT  
400 CROWN POINT ROAD  
WEST DEPTFORD, NJ 08086  
(856) 845-4004 EXT. 169  
BGALLOWAY@WESTDEPTFORD.COM

Application Date 3/28/2023  
Tracking Number CECERT-23-00340  
Date Issued 6/15/2023  
Expiration Date \_\_\_\_\_

## CHANGE OF OCCUPANCY

Location

HOUSING AUTHORITY OF GLOUCESTER CO  
1185 LEWIS TER  
West Deptford Township NJ 08096  
B:132.05 L:27

Owner

HOUSING AUTHORITY OF GLOUCESTER CO  
100 POP MOYLAN BLVD  
DEPTFORD, NJ 08096

Block 132.05 Lot 27

Unit # \_\_\_\_\_

Building \_\_\_\_\_

Telephone (856) 845-4959

### CHANGE OF OCCUPANCY

Summary no open permits  
no vacant fee owed

3 Bedroom  
1 Bath  
Kitchen  
Living Room

Fee Paid \$90.00

CODE ENFORCEMENT Official

Date Printed: 12/2/2025



West Deptford Township  
CODE ENFORCEMENT  
400 CROWN POINT ROAD  
WEST DEPTFORD, NJ 08086  
(856) 845-4004 EXT. 169  
BGALLOWAY@WESTDEPTFORD.COM

Application Date 9/3/2025  
Tracking Number CECERT-25-00555  
Date Issued 9/8/2025  
Expiration Date \_\_\_\_\_

## CHANGE OF OCCUPANCY

Location

LEE, DONALD D REVOC LIV TRUST  
175 FORD AVE  
West Deptford Township NJ 08096  
B:179.06 L:6

Agent

LEE, DONALD D REVOC LIV TRUST  
175 FORD AVE  
WEST DEPTFORD, NJ 08096

Block 179.06 Lot 6

Unit # \_\_\_\_\_

Building \_\_\_\_\_

---

### CHANGE OF OCCUPANCY

Summary no open permits  
no vacant fee owed

3 Bedroom  
1 Bath  
Kitchen  
Living Room  
Family Room  
Shed

Fee Paid \$60.00

CODE ENFORCEMENT Official

Date Printed: 12/2/2025



West Deptford Township  
CODE ENFORCEMENT  
400 CROWN POINT ROAD  
WEST DEPTFORD, NJ 08086  
(856) 845-4004 EXT. 169  
BGALLOWAY@WESTDEPTFORD.COM

Application Date 3/28/2023  
Tracking Number CECERT-23-00337  
Date Issued 6/15/2023  
Expiration Date \_\_\_\_\_

## CHANGE OF OCCUPANCY

Location

HOUSING AUTHORITY OF GLOUCESTER CO  
6 W FIRST AVE  
West Deptford Township NJ 08051  
B:426 L:4

Owner

HOUSING AUTHORITY OF GLOUCESTER CO  
100 POP MOYLAN BLVD  
DEPTFORD, NJ 08096

Block 426 Lot 4

Unit # \_\_\_\_\_

Building \_\_\_\_\_

Telephone (856) 845-4959

---

### CHANGE OF OCCUPANCY

Summary no open permits  
no vacant fee owed

3 Bedroom  
1 Bath  
Kitchen  
Living Room  
Dining Room

Fee Paid \$90.00

CODE ENFORCEMENT Official

Date Printed: 12/2/2025



West Deptford Township  
CODE ENFORCEMENT  
400 CROWN POINT ROAD  
WEST DEPTFORD, NJ 08086  
(856) 845-4004 EXT. 169  
BGALLOWAY@WESTDEPTFORD.COM

Application Date 3/28/2023  
Tracking Number CECERT-23-00212  
Date Issued 4/14/2023  
Expiration Date \_\_\_\_\_

## CHANGE OF OCCUPANCY

Location

HOUSING AUTHORITY OF GLOUCESTER CO  
150 DUBOIS AVE  
WEST DEPTFORD NJ 08096  
B:189.01 L:21

Owner

HOUSING AUTHORITY OF GLOUCESTER CO  
100 POP MOYLAN BLVD  
DEPTFORD, NJ 08096

Block 189.01 Lot 21

Unit # \_\_\_\_\_

Building \_\_\_\_\_

Telephone (856) 845-4959

---

### CHANGE OF OCCUPANCY

Summary no open permits  
no vacant fee owed

3 Bedroom  
1.5 Bath  
Kitchen  
Living Room  
Family Room

---

CODE ENFORCEMENT Official

Fee Paid \$60.00

Date Printed: 12/2/2025



West Deptford Township  
CODE ENFORCEMENT  
400 CROWN POINT ROAD  
WEST DEPTFORD, NJ 08086  
(856) 845-4004 EXT. 169  
BGALLOWAY@WESTDEPTFORD.COM

Application Date 7/12/2019  
Tracking Number 100602430415  
Date Issued 7/23/2019  
Expiration Date \_\_\_\_\_

## CHANGE OF OCCUPANCY

Location

1353 GEORGIA AVE  
WEST DEPTFORD NJ  
B:135 L:5

Applicant

HOUSING AUTHORITY OF GLOUCESTER CO  
POP MOYLAN BLVD  
DEPTFORD, NJ 08096

Block 135 Lot 5

Unit # \_\_\_\_\_

Building \_\_\_\_\_

Telephone (609)-845-4959

---

### CHANGE OF OCCUPANCY

Summary No open permits  
No vacant owed  
Water meter/radiohead - 7/10/19

Fee Paid \$0.00

CODE ENFORCEMENT Official

Date Printed: 12/2/2025



West Deptford Township  
CODE ENFORCEMENT  
400 CROWN POINT ROAD  
WEST DEPTFORD, NJ 08086  
(856) 845-4004 EXT. 169  
BGALLOWAY@WESTDEPTFORD.COM

Application Date 9/23/2019  
Tracking Number 100602430715  
Date Issued 9/25/2019  
Expiration Date \_\_\_\_\_

## CHANGE OF OCCUPANCY

Location

1470 CROWN POINT RD  
West Deptford NJ  
B:152 L:7

Applicant

KOMAN HOLDINGS LLC  
DENA CT  
LAKEWOOD, NJ 08701

Block 152 Lot 7

Unit # \_\_\_\_\_

Building \_\_\_\_\_

Telephone (732)-489-1149

---

### CHANGE OF OCCUPANCY

Summary Water meter paid/changed 3/11/15  
No open permits  
No vacant fee owed



West Deptford Township  
CODE ENFORCEMENT  
400 CROWN POINT ROAD  
WEST DEPTFORD, NJ 08086  
(856) 845-4004 EXT. 169  
BGALLOWAY@WESTDEPTFORD.COM

Application Date 7/12/2019  
Tracking Number 100602430421  
Date Issued 7/23/2019  
Expiration Date \_\_\_\_\_

## CHANGE OF OCCUPANCY

Location

81 CHURCH ST  
Thorofare NJ  
B:339 L:4

Applicant

HOUSING AUTHORITY OF GLOUCESTER CO  
POP MOYLAN BLVD  
DEPTFORD, NJ 08086

Block 339 Lot 4

Unit # \_\_\_\_\_

Building \_\_\_\_\_

Telephone (856)-\_\_\_\_-\_\_\_\_\_

---

### CHANGE OF OCCUPANCY

Summary No open permits  
No vacant due  
Water Meter/radiohead - 7/10/19

---

CODE ENFORCEMENT Official

Fee Paid \$0.00

Date Printed: 12/2/2025



West Deptford Township  
CODE ENFORCEMENT  
400 CROWN POINT ROAD  
WEST DEPTFORD, NJ 08086  
(856) 845-4004 EXT. 169  
BGALLOWAY@WESTDEPTFORD.COM

Application Date 7/12/2019  
Tracking Number 100602430420  
Date Issued 7/23/2019  
Expiration Date \_\_\_\_\_

## CHANGE OF OCCUPANCY

Location

213 MANSION AVE  
WEST DEPTFORD NJ  
B:300 L:4

Applicant

HOUSING AUTHORITY OF GLOUCESTER CO  
POP MOYLAN BLVD  
DEPTFORD, NJ 08096

Block 300 Lot 4

Unit # \_\_\_\_\_

Building \_\_\_\_\_

---

### CHANGE OF OCCUPANCY

Summary No open permits  
No vacant due  
Water meter/radioheads - 7/10/19

\_\_\_\_\_  
CODE ENFORCEMENT Official

Fee Paid \$0.00

Date Printed: 12/2/2025



West Deptford Township  
CODE ENFORCEMENT  
400 CROWN POINT ROAD  
WEST DEPTFORD, NJ 08086  
(856) 845-4004 EXT. 169  
BGALLOWAY@WESTDEPTFORD.COM

Application Date 7/12/2019  
Tracking Number 100602430419  
Date Issued 7/23/2019  
Expiration Date \_\_\_\_\_

## CHANGE OF OCCUPANCY

Location

414 W RED BANK AVE  
WEST DEPTFORD NJ  
B:198 L:15

Applicant

HOUSING AUTHORITY OF GLOUCESTER CO  
POP MOYLAN BLVD  
DEPTFORD, NJ 08096

Block 198 Lot 15

Unit # \_\_\_\_\_

Building \_\_\_\_\_

Telephone (856)-714-0927

---

### CHANGE OF OCCUPANCY

Summary No open permits  
No vacant due  
Water meter/radiohead - 7/10/19

---

CODE ENFORCEMENT Official

Fee Paid \$0.00

Date Printed: 12/2/2025



West Deptford Township  
CODE ENFORCEMENT  
400 CROWN POINT ROAD  
WEST DEPTFORD, NJ 08086  
(856) 845-4004 EXT. 169  
BGALLOWAY@WESTDEPTFORD.COM

Application Date 7/12/2019  
Tracking Number 100602430422  
Date Issued 7/23/2019  
Expiration Date \_\_\_\_\_

## CHANGE OF OCCUPANCY

Location

34 G ST  
WEST DEPTFORD NJ  
B:130.01 L:12

Applicant

HOUSING AUTHORITY OF GLOUCESTER CO  
POP MOYLAN BLVD  
DEPTFORD, NJ 08096

Block 130.01 Lot 12

Unit # \_\_\_\_\_

Building \_\_\_\_\_

---

### CHANGE OF OCCUPANCY

Summary No open permits  
No vacant due  
Water meter/radiohead - 7/10/19

---

CODE ENFORCEMENT Official

Fee Paid \$0.00

Date Printed: 12/2/2025



West Deptford Township  
CODE ENFORCEMENT  
400 CROWN POINT ROAD  
WEST DEPTFORD, NJ 08086  
(856) 845-4004 EXT. 169  
BGALLOWAY@WESTDEPTFORD.COM

Application Date 7/12/2019  
Tracking Number 100602430424  
Date Issued 7/23/2019  
Expiration Date \_\_\_\_\_

## CHANGE OF OCCUPANCY

Location

1119 GARRETT AVE  
WEST DEPTFORD NJ  
B:179.04 L:7

Applicant

HOUSING AUTHORITY OF GLOUCESTER CO  
POP MOYLAN BLVD  
DEPTFORD, NJ 08096

Block 179.04 Lot 7

Unit # \_\_\_\_\_

Building \_\_\_\_\_

---

### CHANGE OF OCCUPANCY

Summary No open permits  
No vacant owed  
Water meter/radiohead - 7/10/19



West Deptford Township  
CODE ENFORCEMENT  
400 CROWN POINT ROAD  
WEST DEPTFORD, NJ 08086  
(856) 845-4004 EXT. 169  
BGALLOWAY@WESTDEPTFORD.COM

Application Date 7/12/2019  
Tracking Number 100602430423  
Date Issued 7/23/2019  
Expiration Date \_\_\_\_\_

## CHANGE OF OCCUPANCY

Location

1128 FORD AVE  
WEST DEPTFORD NJ  
B:132.04 L:11

Applicant

HOUSING AUTHORITY OF GLOUCESTER CO  
POP MOYLAN BLVD  
DEPTFORD, NJ 08096

Block 132.04 Lot 11

Unit # \_\_\_\_\_

Building \_\_\_\_\_

Telephone (609)-845-4959

---

### CHANGE OF OCCUPANCY

Summary No open permits  
No vacant owed  
Water meter/radiohead - 7/10/19

Fee Paid \$0.00

\_\_\_\_\_  
CODE ENFORCEMENT Official

Date Printed: 12/2/2025



West Deptford Township  
CODE ENFORCEMENT  
400 CROWN POINT ROAD  
WEST DEPTFORD, NJ 08086  
(856) 845-4004 EXT. 169  
BGALLOWAY@WESTDEPTFORD.COM

Application Date 1/11/2023  
Tracking Number CECERT-23-00096  
Date Issued 2/21/2023  
Expiration Date \_\_\_\_\_

## CHANGE OF OCCUPANCY

Location

KOMAN HOLDINGS LLC  
505 W RED BANK AVE  
WEST DEPTFORD NJ 08096  
B:130.01 L:6

Agent

KOMAN HOLDINGS LLC  
19 TEABERRY CT  
LAKEWOOD, NJ 08701

Block 130.01 Lot 6

Unit # \_\_\_\_\_

Building \_\_\_\_\_

Telephone (732) 779-5546

---

### CHANGE OF OCCUPANCY

Summary no open permits  
no vacant fee owed

3 Bedroom  
1 Bath  
Kitchen  
Living Room

Fee Paid \$90.00

CODE ENFORCEMENT Official

Date Printed: 12/2/2025



West Deptford Township  
CODE ENFORCEMENT  
400 CROWN POINT ROAD  
WEST DEPTFORD, NJ 08086  
(856) 845-4004 EXT. 169  
BGALLOWAY@WESTDEPTFORD.COM

Application Date 10/5/2022  
Tracking Number CECERT-22-00683  
Date Issued 10/19/2022  
Expiration Date \_\_\_\_\_

## CHANGE OF OCCUPANCY

Location

KOMAN HOLDINGS LLC  
309 WOODBURY TER  
Thorofare NJ 08086  
B:300 L:7

Owner

KOMAN HOLDINGS LLC  
19 TEABERRY CT  
LAKEWOOD, NJ 08701

Block 300 Lot 7

Unit # \_\_\_\_\_

Building \_\_\_\_\_

Telephone (856) 686-0006

---

### CHANGE OF OCCUPANCY

Summary no open permits  
no vacant fee owed

3 Bedroom  
1 Bath  
Kitchen  
Living Room  
Shed

Fee Paid \$90.00

CODE ENFORCEMENT Official

Date Printed: 12/2/2025



West Deptford Township  
CODE ENFORCEMENT  
400 CROWN POINT ROAD  
WEST DEPTFORD, NJ 08086  
(856) 845-4004 EXT. 169  
BGALLOWAY@WESTDEPTFORD.COM

Application Date 7/16/2025  
Tracking Number CECERT-25-00458  
Date Issued 8/4/2025  
Expiration Date \_\_\_\_\_

## CHANGE OF OCCUPANCY

Location

DANZE, DANIELLE  
201 W RED BANK AVE  
Woodbury NJ 08096  
B:130.03 L:52

Agent

DANZE, DANIELLE  
201 W RED BANK AVE  
WEST DEPTFORD, NJ 08096

Block 130.03 Lot 52

Unit # \_\_\_\_\_

Building \_\_\_\_\_

Telephone (856) 449-9104

---

### CHANGE OF OCCUPANCY

Summary no open permits  
no vacant fee owed

3 Bedroom  
1 Bath  
Kitchen  
Living Room  
Dining Room  
Basement

Fee Paid \$60.00

CODE ENFORCEMENT Official

Date Printed: 12/2/2025

DOCKET# 93304

Type: MTG  
PAGES: 11

JAMES N. HOGAN  
GLOUCESTER COUNTY CLERK  
RECEIPT#: 69953 02:37:49 P.M.

12/27/2005  
MB 9325 1

GLOUCESTER COUNTY RECORDING DATA PAGE

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5th

RECORD & RETURN TO:

Madison Title Agency  
1125 Ocean Ave  
Lakewood NJ 08701

GLOUCESTER COUNTY RECORDING DATA PAGE  
JAMES N. HOGAN, COUNTY CLERK

120

120

DOCKET# 93304 MB 9325 P 2

Revised August 2004

Hampton Crescent at Kings Woods

HMFA # 1415

**FIRST MORTGAGE AND SECURITY AGREEMENT**

Record & Return To:  
MADISON TITLE AGENCY, LLC  
1125 Ocean Avenue  
Lakewood, NJ 08701  
vnta 17376

**Section 1. PARTIES**

This First Mortgage and Security Agreement (the "First Mortgage"), is made this 30 day of September, 2005, by **HAMPTON CRESCENT, LLC** (the "Borrower"), a limited liability company, organized and existing under the laws of the State of New Jersey, duly authorized to transact business in the State of New Jersey, and a qualified housing sponsor within the meaning of the New Jersey Housing and Mortgage Finance Agency Law of 1983, as amended N.J.S.A. 55:14K-1 et seq. (the "Act"), having its principal office at 201 Crosswicks Street, Bordentown, New Jersey 08505 and given to the **NEW JERSEY HOUSING AND MORTGAGE FINANCE AGENCY** (the "Lender"), a body corporate and politic and an instrumentality exercising public and essential governmental functions of the State of New Jersey, created pursuant to the Act, having its principal office at 637 South Clinton Avenue, P.O. Box 18550, Trenton, New Jersey 08650-2085.

**Section 2. DEFINITIONS**

Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Financing, Deed Restriction and Regulatory Agreement (the "Regulatory Agreement") executed between the Borrower and Lender of even date herewith.

**Section 3. BACKGROUND AND PURPOSE**

The Borrower has constructed and/or rehabilitated and shall own, maintain, and operate the Project and the Land. The Project consists of 26 units of housing in the Municipality of West Deptford, County of Gloucester, State of New Jersey. To obtain financing for the Project, the Borrower has applied to the Lender for a First Mortgage Loan pursuant to the provisions of the Act. The Project and the Land constitute a "housing project" as defined in the Act.

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

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The First Mortgage Loan is evidenced by the First Mortgage Notes and is secured by this First Mortgage, which constitutes a valid first lien on the Project and Land. The Lender intends to make the First Mortgage Loan from funds obtained or to be obtained through the issuance of Bonds. To secure payment of the Bonds, if issued, the Lender will pledge payments due from the Borrower from its repayment of the First Mortgage Loan, when made. As a condition of the Lender's approval of the Borrower's application for the First Mortgage Loan, the Borrower and the Lender have entered into the Loan Documents.

**Section 4. FIRST LIEN**

This First Mortgage shall be a valid first mortgage lien on the Project and the Land. The Borrower covenants and agrees to maintain its right, title and interest in the Project and the Land and all items enumerated in Section 7 herein free from all liens, security interests, and other encumbrances, except for those liens and encumbrances set forth in Section 13 of the Regulatory Agreement.

**Section 5. COVENANT TO PAY FIRST MORTGAGE LOAN**

The Borrower hereby promises to pay the First Mortgage Loan, in the principal amount of **\$1,638,346.00** as such amount may be adjusted pursuant to the First Mortgage Notes (the "Principal Sum"), plus interest and the Servicing Fee in accordance with the provisions of the First Mortgage Notes.

**Section 6. ADDITIONAL PAYMENTS BY BORROWER**

The Borrower shall make all such additional payments as set forth and detailed in the Regulatory Agreement, including, but not limited to, insurance, taxes or payments in lieu of taxes, the Servicing Fee, escrows and reserves.

**Section 7. SECURITY INTERESTS; GRANTING CLAUSES**

In order to secure to the Lender the punctual payment by the Borrower of the Principal Sum, plus interest, the Servicing Fee and all sums due or to become due under the provisions of the Loan Documents and the payment and performance of all obligations of the Borrower under the Loan Documents, the Borrower hereby mortgages, pledges, assigns and grants to the Lender a security interest in the items listed below (the "Collateral").

The Borrower hereby agrees, represents, warrants and acknowledges that the Lender's security interest in the following items is perfected upon execution of this First Mortgage:

1. all of the Borrower's right, title and interest in the Project and in the Land, including, without limitation, all improvements existing or hereafter erected thereon, the legal description of the Land being set forth in the attached Schedule "A";

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2. all the Borrower's right, title and interest in and to the beds of streets, roads and avenues open or proposed, adjacent or appurtenant to the Project and the Land and any easements, rights of way, licenses and other rights in favor of the Project and/or the Land over other premises;

3. any award made in the nature of compensation for condemnation or appropriation with respect to the Project and/or the Land by any governmental body, including awards or damages with respect or matters other than a direct taking which nonetheless affect the Project and/or the Land. The Borrower hereby assigns any such awards or damages to the Lender and, in addition, for itself and its successors and assigns, appoints the Lender and any subsequent holder of the First Mortgage Notes and this First Mortgage its attorney-in-fact, and empowers such attorney at its option, on behalf of the Borrower, to adjust or compromise any such claims, to collect any proceeds and to execute in the Borrower's name any documents necessary to affect such collection. The Lender is empowered to endorse any checks representing these proceeds, and after deducting any expenses incurred in the collection, to apply the net proceeds as a credit upon any portion of the First Mortgage Loan after payment of any Servicing Fees and interest due and payable as provided in the First Mortgage Notes and Regulatory Agreement;

4. all personal property of the Borrower now or hereafter used in the operation of or for the benefit of, or located upon or attached to the real property described herein, including but not limited to all fixtures, equipment, machinery and elevators; all gas and electric appliances, engines, motors, all boilers, radiators, heaters, and furnaces; all electronic, electrical, lighting, heating, ventilating and air conditioning systems; all stoves, ranges and cooking equipment; all tubs, basins, sinks, pipes, water heaters, faucets and plumbing fixtures; all refrigerators, washing machines, laundry tubs and dryers; all awnings, screens, shades, venetian blinds, carpeting and office, common or lobby area furniture, furnishings, cabinets, fixtures, building materials and plantings; all project deposit accounts; all accounts, documents, commercial paper, chattels, negotiable instruments, general intangibles, rents, leases, goods, inventory and including any fittings, attachments, accessories, component parts, replacements or replacement parts, additions, accretions and/or substitutions of or to any of the above-listed types of items of collateral. The proceeds of the collateral are also covered;

5. all federal and State subsidy payments to which the Borrower is or will be entitled with respect to the Project and/or the Land;

6. all rent payable by tenants with respect to any part of the Project and/or the Land, such rents being assigned to the Lender as set forth in Section 8 below and in the Assignment of Leases to be executed simultaneously with but recorded separately from this First Mortgage, and any other revenues from the Project and/or the Land, including fees derived from laundry, parking, licenses and other facilities or interests;

7. all amounts payable to or recoverable by the Borrower under the terms of the contract for the construction and/or rehabilitation of the Project and any surety bond or other security issued in connection therewith;

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8. all rights under and amounts recovered under warranties as to quality or performance of any material, part, sub-assembly, appliance or other component part of the Project;
9. all reserves and escrows created pursuant to the terms of the Loan Documents;
10. all proceeds of casualty or other insurance on the Project or any part thereof;
11. any real estate tax or payment in lieu of tax rebates or refunds which the Borrower is entitled to receive;
12. any amounts in the Project accounts described in the Regulatory Agreement and any other Project funds;
13. all syndication proceeds paid or payable to the Borrower; and
14. all proceeds, products, replacements, additions, substitutions, renewals and accessions of any of the foregoing.

The security interest granted in this agreement shall continue in full force and effect until the Mortgagor has fully paid and discharged all of the indebtedness and until this Agreement is terminated.

This Mortgage shall constitute a Security Agreement and shall be effective as a fixture filing under the UCC Secured Transactions, N.J.S.A. 12A:9-101, et seq. Mortgagor authorizes the Mortgagee to file and refile such financing statements, continuation statements or security agreements as the Mortgagee shall require from time to time.

#### **Section 8. ASSIGNMENT OF LEASES AND RENTS**

The Borrower assigns, transfers and sets over unto the Lender, all of the Borrower's right, title and interest in, to and under all leases and rents between the Borrower and any present or prospective tenant or sublessee as well as all federal and state subsidy payments to which the Borrower is or will be entitled with respect to the Project and/or the Land. As long as no Event of Default exists, the Borrower shall have a license to collect the rents under the leases or from the rental of the Project and/or the Land, and any other items assigned hereunder. Upon the occurrence of an Event of Default under the Loan Documents, said license shall terminate until such default shall have been fully cured. The Lender may exercise its rights under this assignment upon the occurrence of an Event of Default under the Loan Documents.

Upon the payment of the Principal Sum, plus interest and the Servicing Fee, this assignment shall become and be void and of no effect, but a notarized affidavit of any officer or attorney of the Lender declaring that any part of Principal Sum remains unpaid shall be sufficient evidence of the validity, effectiveness and continuing force of this assignment as to any person liable under the aforesaid leases or rentals. A demand on the tenants or sublessees by the Lender for the payment of

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rent shall be sufficient warrant to said tenant to make future payment of rent to the Lender without the necessity for further consent by the Borrower.

Neither this assignment nor any act done or omitted by the Lender pursuant to the powers and rights granted to it by this assignment shall be deemed to be a waiver by the Lender of its rights and remedies under the Loan Documents and this assignment is made and accepted without prejudice to any of the rights and remedies possessed by the Lender under the terms of the Loan Documents. The right of the Lender to collect the Principal Sum plus interest and the Servicing Fee and/or to enforce any other rights and remedies of the Lender under the Loan Documents may be exercised either simultaneously with, independent of or subsequent to any action taken by the Lender under this assignment and notwithstanding whether or not any action is taken by the Lender under this assignment.

Notwithstanding any of the terms and conditions of this assignment, the Lender shall not have any obligation to any tenant or sublessee until the Lender makes a demand on the tenant or sublessee and Borrower shall indemnify and hold Lender harmless against any and all liability, loss or damage for claims that may be asserted against Lender by reason of any alleged obligation to be performed by Lender under the subject leases. Upon such demand, the Lender shall have the rights of the Borrower under the subject lease.

**Section 9. INCORPORATION OF REGULATORY AGREEMENT; CONFLICT**

All provisions of the Regulatory Agreement are hereby incorporated by reference into this First Mortgage and made a part hereof. The Borrower hereby agrees, acknowledges, and understands that the terms and conditions of this First Mortgage include all terms and conditions of the Regulatory Agreement and that it is to look to both documents in connection with all rights, duties, obligations, liabilities, warranties, representations, covenants and other terms as if both were a single document. Reference to any specific provision to be found in the Regulatory Agreement is not intended or to be construed as excluding any other provisions not specifically referenced. The Borrower hereby acknowledges that it has received a true copy of the fully executed Regulatory Agreement. Further, should any of the provisions of this First Mortgage conflict with any provisions of the Regulatory Agreement, the Regulatory Agreement shall govern.

**Section 10. DEFAULTS; REMEDIES**

The events of default under this First Mortgage and the remedies of the Lender shall be as specifically set forth in the Regulatory Agreement.

**Section 11. SEVERABILITY**

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

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**Section 12. SUCCESSORS AND ASSIGNS**

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

**Section 13. PERSONAL LIABILITY**

Notwithstanding any other provision contained in this First Mortgage or the other Loan Documents, the Lender agrees, on behalf of itself and any future holder of the First Mortgage Notes, that the liability of the Borrower, any general or limited partner, member or shareholder of the Borrower and their respective heirs, representatives, successors and assigns, for the payment of its obligations under the Loan Documents, including, without limitation, the payment of principal and interest due and other charges due hereunder and thereunder, shall be limited to the collateral pledged under this First Mortgage and the other Loan Documents, and that the Lender shall have no right to seek a personal judgment against the Borrower, any general or limited partner, member or shareholder of the Borrower, or their respective heirs, representatives, successors and assigns, individually, except to the extent necessary to subject the collateral pledged under this First Mortgage and the other Loan Documents to the satisfaction of the mortgage debt; provided, however, that the Lender shall retain the right to exercise any and all remedies granted to it under this First Mortgage and the other Loan Documents, including without limitation the right to sue for injunctive or other equitable relief. The foregoing limitation of liability shall not apply to any party to the extent such party has committed fraudulent, criminal or unlawful acts and shall not apply to such amounts that may be due to the Lender pursuant to Sections 11, 12, 13, 14, 15(c) through (e), 33 and/or 42 of the Regulatory Agreement.

**Section 14. COUNTERPARTS**

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

**Section 15. MORTGAGE TERM; DISCHARGE OF LIEN OF MORTGAGE**

The term of this First Mortgage shall run through the maturity date of September 1, 2035, as set forth in the First Mortgage Note I. Upon the payment of the Principal Sum, plus interest and the Servicing Fee due and performance by the Borrower of all of its obligations under this First Mortgage and the First Mortgage Notes, this First Mortgage and the lien created hereby, and all covenants, agreements and other obligations of the Borrower hereunder, shall cease, terminate and become void and be discharged and satisfied. In such event, the Lender shall, at the expense of the Borrower, execute any and all instruments reasonably required to evidence the

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satisfaction, cancellation and discharge of this First Mortgage. The repayment of the Principal Sum plus interest and Servicing Fee and the discharge of the lien of this First Mortgage, shall not affect the Borrower's obligations that continue under the terms of the Regulatory Agreement, the Borrower acknowledging that the continuing effectiveness of the Regulatory Agreement and the Borrower's obligations thereunder shall be determined by its own terms subsequent to the discharge of this First Mortgage.

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

IN WITNESS WHEREOF, this First Mortgage is duly executed by the Borrower on the date set forth in Section 1 and by signing below, the Borrower acknowledges that it has received a true copy of this First Mortgage, without charge.

WITNESS/ATTEST

HAMPTON CRESCENT, LLC

By: CIS/Crescent, LLC, Its Managing Member

By: Community Investment Strategies, Inc., Its Managing Member

Barbara K. Schoor, Assistant Secretary

By:

Christiana Foglio, President

STATE OF NEW JERSEY )  
COUNTY OF MERCER ) SS:

I CERTIFY that on September 23, 2005, Christiana Foglio personally came before me, the subscriber, an Attorney at Law of the State of New Jersey, and acknowledged under oath, to my satisfaction that (a) she is the President of Community Investment Strategies, Inc., the managing member of CIS/Crescent, LLC, which entity is the managing member of Hampton Crescent, LLC, the limited liability company named in this document; and (b) she executed and delivered this document as the voluntary act of the limited liability company duly authorized by the Members.

Sworn to and subscribed before me  
this 23 day of September, 2005

Attorney at law of New Jersey

DOCKET# 93304 MB 9325 P 9

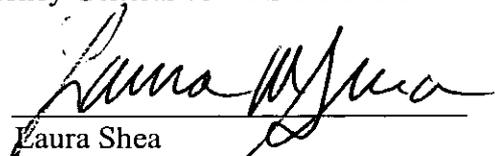
- 8 -

This Mortgage has been reviewed  
and approved as to form.

Peter C. Harvey

Attorney General of the State of New Jersey

By:

  
Laura Shea  
Deputy Attorney General

**RECORD AND RETURN TO:**

**Melissa Riccardi, Paralegal**

**Division of Regulatory Affairs**

**NEW JERSEY HOUSING & MORTGAGE FINANCE AGENCY**

**637 S. Clinton Ave., PO Box 18550**

**Trenton, NJ 08650-2085**

DOCKET# 93304 MB 9325 P 10

**SCHEDULE A  
LEGAL DESCRIPTION**

All that certain Lot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Township of West Deptford, County of Gloucester, State of New Jersey:

**"FINAL AMENDED - PLAN OF LOTS - SECTION 2.3 - KINGS WOOD"**

Beginning at a point common corner of Lots 1 & 3, Block 351.23, said point being located the following described Seven (7) Courses from a point in the Northeasterly right of way line of Moore Road (50.00' wide), said point being corner to Lot 1, Block 351.23 common with Lot 16, Block 351.24, and extending; Thence

- a) Along the division line of Lot 1, Block 351.23, common with Lot 16, Block 351.24, North 52 degrees 10 minutes 11 seconds East, a distance of 100.00 feet, to a point; Thence
- b) Along the division line of Lot 1, Block 351.23, common with Lots 16, 15, 14, 13, 12 & part of 11, Block 351.24, South 37 degrees 49 minutes 49 second East, a distance of 118.85 feet, to a point; Thence
- c) Along the Southeasterly division line of Lot 1, Block 351.23, North 48 degrees 15 minutes 35 second East, a distance of 156.86 feet, to a point; Thence
- d) Continuing along said Southeasterly division line, North 60 degrees 15 minutes 30 seconds East, a distance of 141.11 feet, to a point; Thence
- e) Continuing along said Southeasterly division line, North 77 degrees 30 minutes 40 seconds East, a distance of 156.40 feet, to a point; Thence
- f) Continuing along said Southeasterly division line, North 54 degrees 19 minutes 15 seconds East, a distance of 47.51 feet to a point; Thence
- g) Traversing within the bounds of Lot 1, Block 351.23, North 35 degrees 40 minutes 45 seconds West, a distance of 2.90 feet to the point of beginning and extending from said beginning point; Thence
  - 1) Along the division line common to Lots 1 & 3, Block 351.23, South 73 degrees 16 minutes 15 seconds West, a distance of 186.66 feet, to a point, Thence
  - 2) Continuing along said common division line, North 16 degrees 43 minutes 45 seconds West, a distance of 90.00 feet, to a point; Thence

**DOCKET# 93304 MB 9325 P 11**

**3) Continuing along same, North 73 degrees 16 minutes 15 second East, a distance of 186.66 feet, to a point; Thence**

**4) Continuing along same, South 16 degrees 43 minutes 45 seconds East, a distance of 90.00 feet, to the point and place of BEGINNING.**

**The above description is in accordance with a survey made by Consulting Engineer dated 06/23/04 revised 05/05/05.**

**NOTE: Being Lot(s) 1, Block 351.99, Tax Map of the Township of West Deptford, County of Gloucester.**

**NOTE : Lot and Block shown for informational purposes only.**

Gloucester County

Current datetime: 10/26/2025 2:31:10 PM

## DETAILS REPORT

\*\*Note: Report is Sorted in Ascending Order by Office, Recorded Date, Document Number

Doc#	Document Type	Town	Book/Vlm/Page	File Date
93290	DEED	TOWN	04133/213	12/27/2005
Street	Street Name	Description		
Grantors	Grantees	Street	Property Description	
HORTON D R INC- NJ	HAMPTON CRESCENT LLC			
References	Description	Recorded year		
Book/Vlm/Page				
04133/213	DEED			

DOCKET# 93290

Type: DEE  
PAGES: 9

JAMES N. HOGAN  
GLOUCESTER COUNTY CLERK  
RECEIPT#: 69953 02:30:58 P.M.

12/27/2005  
DB 4133 213

GLOUCESTER COUNTY RECORDING DATA PAGE

PLEASE DO NOT DETACH THIS PAGE FROM THE ORIGINAL DOCUMENT AS IT CONTAINS IMPORTANT INFORMATION AND IS PART OF THE PERMANENT RECORD.

*2nd*

*110 E*

CONSIDERATION: \$10.00 EXEMPT CODE: E

County	State	N.P.N.R.F.	Total
\$ .00	\$ .00	\$ .00	
P.H.P.F.A. \$ .00	E.A.A. \$ .00		\$ .00
GEN PURP \$ .00	C) \$1M \$ .00		
NJGLANDE	Date: 12/27/2005		

RECORD & RETURN TO:

*Madison Title Agency  
1125 Ocean Ave  
Lakewood NJ 08701*

GLOUCESTER COUNTY RECORDING DATA PAGE  
JAMES N. HOGAN, COUNTY CLERK

DOCKET# 93290 DB 4133 F 214

GIT/REP-3  
(6/05)

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) D. R. Horton, Inc. - New Jersey

Current Resident Address 700 East Gate Drive, Suite 110

City, Town, Post Office Mt. Laurel

State NJ

Zip Code 08054

**PROPERTY INFORMATION (Brief Property Description):**

Block(s) 351.99

Lot(s) 1

Qualifier \_\_\_\_\_

Street Address 25-50 Hampton Crescent Road

City, Town, Post Office West Deptford

State NJ

Zip Code 08086

Seller's Percentage of Ownership 100%

Consideration \$10.00

Closing Date 9/20/05

**SELLER ASSURANCES (Check the Appropriate Box):**

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 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.
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 interstate 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.

9/20/05

Date

Signature D. R. Horton, Inc. - New Jersey

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

Mitchell Newman, Sr.  
v. Pres.

Date

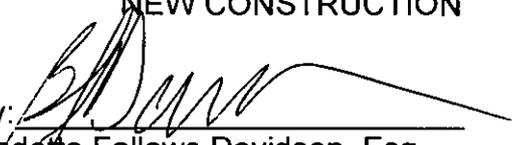
Signature

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

CONSIDERATION: \$10.00 EXEMPT CODE: E DOCKET # 93290 DB 4133 P 215

County	State	N.P.N.R.F.	
\$ .00	\$ .00	\$ .00	
P.H.P.F.A.	E.A.A.		Total
\$ .00	\$ .00		\$ .00
GEN PURP	C)\$1M		
\$ .00	\$ .00		
NJGLANDE	Date: 12/27/2005		

NEW CONSTRUCTION

Prepared by:   
Bernadette Fallows Davidson, Esq.

17318

**THIS DEED**

This Deed made on September 20, 2005, by and between D.R. HORTON, Inc.-New Jersey, a corporation organized and existing under the laws of the State of Delaware, whose main office is 700 East Gate Drive, Suite 110, Mt. Laurel, NJ 08054, the GRANTOR

AND

the GRANTEE

Hampton Crescent, LLC, whose address is 201 Crosswicks Street, Bordentown, NJ 08505

The GRANTOR grants, sells, conveys and transfers ownership of the property described below to GRANTEE for the sum of Ten Dollars (\$10.00).

R-Unit, as defined in the Master Deed (defined below), consisting of the entirety of Building B and the land located under and surrounding Building B from the surface of the ground extending into the air, which consists of the land identified on the Tax Map of the Township of West Deptford as Lot 1, Block 351.99, more particularly described in Exhibit A attached hereto, in fee simple, situated in The Grande at Kings Woods Condominium together with an undivided 1.75 percentage interest in the Common Elements of said Condominium (referred to in this Deed as the "Unit").

The conveyance is subject to the New Jersey Condominium Act (N.J.S.A. 46:8B-1 et seq.) and the Planned Real Estate Development Full Disclosure Act (N.J.S.A. 45:22A-21 et seq.), as amended and any applicable regulations adopted under either law. The conveyance evidenced by this Deed is also subject to a Master Deed for The Grande at Kings Woods, dated July 29, 2005 and recorded August 26, 2005 in the Office of the Clerk of Gloucester County in Deed Book 4050, Page 178, et seq., as amended from time to time ("Master Deed") and other easements, restrictions and covenants of record, if any, which remain operative.

The Unit is now designated as Building B on Lot 3, Block 351.23 (now known as Lot 1, Block 351.99) on a map entitled " Final Amended Plan of Lots, Section 2.3 Kings Woods," which map was filed in the Gloucester County Clerk's Office on April 22, 2004 as Map # 3929.

The GRANTOR promises the GRANTEE that Grantor has done no act to encumber the property. This promise is called a "covenant as to grantor's acts" (N.J.S.A. 46:4-6). This promise means that Grantor has not allowed anyone else to obtain any legal rights that affect the property.

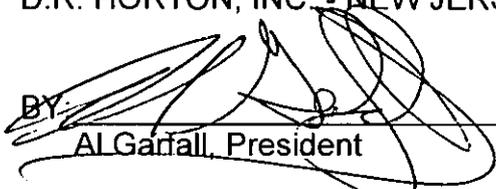
DOCKET# 93290 DB 4133 P 216

This Deed has been signed and attested to by the appropriate officers of the GRANTOR and the corporate seal of the GRANTOR is affixed.

ATTEST:

D.R. HORTON, INC. - NEW JERSEY

  
\_\_\_\_\_  
Mitchell Newman, Asst. Secretary

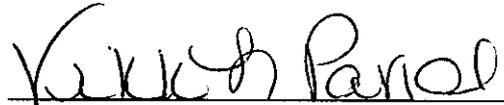
BY:   
\_\_\_\_\_  
Al Garfall, President

STATE OF NEW JERSEY :ss  
COUNTY OF :

On September 20, 2005, Mitchell Newman personally appeared before me and he acknowledged under oath that: he is the Asst. Secretary of D.R. HORTON, INC., - New Jersey, the GRANTOR in this Deed; that he knows the proper seal of the GRANTOR and it is affixed to this Deed; this Deed was signed by Al Garfall, the President of the GRANTOR; he signed this Deed to attest to the signing of the Deed by Al Garfall; the Deed was signed and delivered by the GRANTOR as its voluntary act, which act was properly authorized by the GRANTOR; he is signing this Certification to affirm the truthfulness of what has been set forth; and the full and actual consideration paid or to be paid for the transfer of title to the property described in this Deed, as such consideration is defined in N.J.S.A. 46:15-5, is \$10.00.

  
\_\_\_\_\_

Sworn and Subscribed to before me at  
Sept. 20, 2005, the date aforesaid.

  
\_\_\_\_\_

VIKKI L. PAVICH  
NOTARY PUBLIC OF NEW JERSEY  
MY COMMISSION EXPIRES 10 / 15 / 2009

DOCKET# 93290 DB 4133 P 217

**SPECIFIC POWER OF ATTORNEY**

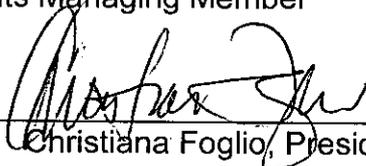
I, the above named GRANTEE, do hereby irrevocably name, make, appoint, constitute and confirm D.R. HORTON, INC., - New Jersey, a corporation organized and existing under the laws of the State of Delaware, whose office is 700 East Gate Drive, Suite 110, Mount Laurel, New Jersey, and its assigns and successors, my true and lawful Attorney-in-Fact for me for those specific and limited purposes as set forth in Article XII Section 4 of the Master Deed for The Grande at Kings Woods Condominium Association and for me and in my name, place and stead, execute any such amendment(s) of said Master Deed and other instrument(s) necessary to effect the purposes set forth in Article XII Section 4 of said Master Deed with the same force and effect as though I were present and acting for myself and I hereby ratify and confirm all that my said attorney-in-fact shall do by virtue hereof. This Power of Attorney shall not be affected by the fact that I might become incompetent hereafter, but shall remain in full force and effect.

In witness whereof, I hereunto set my hand this 20 day of September, 2005.

**HAMPTON CRESCENT, LLC**

By: CIS/Crescent, LLC  
its Managing Member

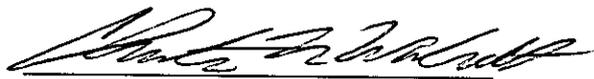
By: Community Investment Strategies, Inc.  
its Managing Member

By:   
Christiana Foglio, President

State of New Jersey)ss:

County of Mercer )

Be it remembered, that on this 20<sup>th</sup> day of September, 2005, before me, the subscriber, personally appeared Christina Foglio, who, I am satisfied is the President of Community Investment Strategies, Inc., the Managing Member of CIS/Crescent, LLC, the Managing Member of Hampton Crescent, LLC, the entity named in and who executed the within Instrument, and thereupon acknowledged that the Instrument was signed, sealed and delivered as a voluntary act and deed for the uses and purposes therein expressed.

  
SUBSCRIBER

*Christopher M. Walrath  
Attorney-at-Law  
State of New Jersey*

**DOCKET# 93290 DB 4133 P 218**

**D.R. HORTON, INC., - NEW JERSEY**

to

**HAMPTON CRESCENT, LLC**

**CHARGE, RECORD & RETURN**

**TO:**

**Christopher M. Walrath, Esq.  
21 East Front Street, Suite 400  
Red Bank, New Jersey 07701**

**COMMONWEALTH LAND TITLE INSURANCE COMPANY**

File Number: MTA-017378

**TITLE INSURANCE COMMITMENT****SCHEDULE A  
LEGAL DESCRIPTION**

All that certain Lot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Township of West Deptford, County of Gloucester, State of New Jersey:

Beginning at a point common corner to Lot 1& 3, Block 351.99 and Lot 1 351.23, said point being located the following described seven (7) Courses from a point in the Northeasterly right-of-way line of Moore Road (50.00' Wide) said point being corner to Lot 1, Block 1 351.23 common with Lot 16 , Block 351.24, and extending;Thence

- a) Along the division line of Lot 1, Block 351.23 common with Lot 16 Block 351.24 North 52 degrees 10 minutes 11 seconds East, a distance of 100.00 feet, to a point; Thence
- b) Along the division line of Lot 1, Block 351.23 common with Lot 16, 15, 14, 13, 12 & a part of Lot 11, Block 351.24, South 37 degrees 49 minutes 49 seconds East, a distance of 118.85 feet, to a point; Thence
- c) Along the Southeasterly devision line of Lot 1 , Block 351.23, North 48 degrees 15 minutes 35 seconds East, a distance of 156.86 feet to a point; Thence
- d) Continuing along said Southeasterly division line North 60 degrees 15 minutes, 30 seconds East, a distance of 141.11 feet, to a point;Thence
- e) Continuing along said Southeasterly division line North 77 degrees 30 minutes, 40 seconds East, a distance of 156.40 feet to a point; Thence
- f) Continuing along said Southeasterly division line North 54 degrees 19 minutes 15 seconds East, a distance of 47.51 feet to a point; Thence
- g) Traversing within the bounds of Lot 1& 3, Block 351.23, North 35 degrees 40 minutes 45 seconds West, a distance of 2.90 feet to the point of beginning and extending from said beginning point; Thence
- 1) Along the division line common to Lot 1 Block 351.23 and Lot 1 Block 351.23, South 73 degrees 16 minutes, 15 seconds West, a distance of 186.66 feet, to a point;Thence
- 2) Continuing along said common division line, North 16 degrees 43 minutes 45 seconds West, a distance of 90.00 feet to a point; Thence
- 3) Continuing along the same, North 73 degrees 16 minutes 15 seconds East, a distance of 186.66 feet to a point; Thence

**MADISON TITLE AGENCY, LLC**  
1125 OCEAN AVENUE LAKEWOOD, NJ 08701  
Telephone: 732-905-9400 Fax: 732-905-9420

**COMMONWEALTH LAND TITLE INSURANCE COMPANY**

4) Continuing along same, South 16 degrees 43 minutes 45 seconds East, a distance of 90.00 feet, to the point and place of beginning.

The above description is in accordance with a survey made by Margaret Kulik dated 09/15/2005 Aso known as Lot 3, Block 351.23 on the plan entitled FINAL AMENDED PLAN OF LOTS, SECTION 2.3, KINGS WOODS, OTIGINAL TRACT: BLOCK 351, LOTS 7.04, 7.09, 7.10,11, & 13, WEST DEPTFORD TOWNSHIP, GLOUCESTER COUNTY, NEW JERSEY, as was recorded on April 22, 2004 at the Gloucester County Clerk's Office and designated as Map # 3929.

NOTE: Being Lot(s) 1, Block 351.99, Tax Map of the Township of West Deptford, County of Gloucester.

NOTE : Lot and Block shown for informational purposes only.

NC1645 - Affidavit of Consideration  
RTF-1 (Rev. 8/2004) P10/04

DOCKET# 93290

DE 4183 P 221  
A Division of A.L.L. STATE International, Inc.  
www.alllegal.com 800.222.0510 Page 1

**AFFIDAVIT OF CONSIDERATION FOR USE BY SELLER**

(Chapter 49, P.L. 1968; as amended by through Chapter 66, P.L. 2004)

To be recorded with deed pursuant to Chapter 49, P.L. 1968 as amended by Chapter 308, P.L. 1991 (N.J.S.A. 46:15-5 et seq.)

STATE OF NEW JERSEY

COUNTY OF MERCER

} SS.

**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, 4 and 5 attached)

Deponent, Mitchell Newman (Name), being duly sworn according to law upon his/her oath deposes and says that he/she is the Senior Vice-President in a deed dated September, 2005 (State whether Grantor, Grantee, Legal Representative, Corporate Officer, Officer of Title Co., Lending Institution, etc.) transferring real property identified as Block No. 351,99 Lot No. 1 located at 25-50 Highbridge Lane, West Deptford, New Jersey and annexed hereto. (Street Address, Municipality, County)

**(2) CONSIDERATION** (See Instruction #6)

Deponent 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 **\$10.00**

**(3) FULL EXEMPTION FROM FEE**

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). Explain in detail. (See Instruction #7.) Mere reference to exemption symbol is not sufficient. **Consideration is for an amount less than \$100**

**(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.)

Deponent claims that this deed transaction is exempt from the State portion of the Basic fee 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** (See Instruction #8)

- Grantor(s) 62 years of age or over.\*
- One- or two-family residential premises.
- Resident of the State of New Jersey.
- Owned and occupied by grantor(s) at time of sale.
- Owners as joint tenants must all qualify.

**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.
- Owners as joint tenants must all qualify.
- Resident of the State of New Jersey.

**DISABLED** (See Instruction #8)

- Grantor(s) permanently and totally disabled.\*
- Receiving disability payments.\*
- Not gainfully employed.\*
- One- or two-family residential premises.
- Owned and occupied by grantor(s) at time of sale.
- Owners as joint tenants must all qualify.
- Resident of the State of New Jersey.

\* IN THE CASE OF HUSBAND AND WIFE, ONLY ONE GRANTOR NEED QUALIFY IF OWNED AS TENANTS BY THE ENTIRETY

**C. LOW AND MODERATE INCOME HOUSING** (See Instruction #8)

- Affordable According to HUD Standards.
- Meets Income Requirements of Region.
- Reserved for Occupancy.
- Subject to Resale Controls.

**(5) NEW CONSTRUCTION** (See Instruction #9) - Affidavit must be executed by Grantor

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

Deponent 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, as amended through c. 66, P.L. 2004.

Subscribed and sworn to before me

this 30<sup>th</sup> day of September

*Bernadette Fallow Davidson*  
Notary Public  
Attorney at Law

*[Signature]*  
Signature of Deponent  
Mitchell Newman  
700 East Gate Drive, Suite 110  
Mt. Laurel, NJ 08054  
Address of Deponent

**D. R Horton, Inc. - New Jersey**  
Name of Grantor  
700 East Gate Drive, Suite 110  
Mt. Laurel, NJ 08054  
Address of Grantor at Time of Sale

CONSIDERATION: \$10.00 EXEMPT CODE: E.  
*Mission Title Insurance*

County	State	N.P.N.R.F.	Total
\$ .00	\$ .00	\$ .00	\$ .00
P.H.P.F.A.	E.A.A.		
\$ .00	\$ .00		
GEN PURP	C) \$1M		
\$ .00	\$ .00		

NJGLANDE Date: 12/27/2005

**IMPORTANT - BEFORE COMPLETING THIS AFFIDA**

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.

DOCKET# 93312

Type: MTG  
PAGES: 9

JAMES N. HOGAN  
GLOUCESTER COUNTY CLERK  
RECEIPT#: 69953 02:43:39 P.M.

12/27/2005  
MB 9325 12

GLOUCESTER COUNTY RECORDING DATA PAGE

PLEASE DO NOT DETACH THIS PAGE FROM THE ORIGINAL DOCUMENT AS IT CONTAINS IMPORTANT INFORMATION AND IS PART OF THE PERMANENT RECORD.

9th

100  
001

RECORD & RETURN TO:

Madison Title Agency  
1125 Ocean Ave  
Lakewood NJ 08701

GLOUCESTER COUNTY RECORDING DATA PAGE  
JAMES N. HOGAN, COUNTY CLERK

60

DOCKET# 93312 MB 9325 P 13

9

PREPARED BY/RECORD & RETURN TO:

*Commercial*  
Record & Return To:  
MADISON TITLE AGENCY, LLC  
1125 Ocean Avenue  
Lakewood, NJ 08701  
NJ 17378

  
Christopher M. Walrath, Esq.  
Gluck Walrath, LLP  
428 River View Plaza  
Trenton, New Jersey 08611

**MORTGAGE**

This mortgage is entered into on September 20, 2005, between the Borrower, **Hampton Crescent, LLC**, a New Jersey limited liability company (the "Borrower"), whose address is 201 Crosswicks Street, Bordentown, New Jersey 08901; and the Lender, **Emanuel Community Development Corp.**, a New Jersey not-for-profit corporation (the "Lender"), whose address is c/o Emanuel Evangelical Lutheran Church, New & Patrick Street, New Brunswick, New Jersey 08901.

If more than one Borrower signs this Mortgage, the word "Borrower" shall mean each Borrower named above. The word "Lender" means the original Lender and anyone else who takes this Mortgage by transfer.

1. **Mortgage Note.** Borrower agrees to pay Nine Hundred Fifty Seven Thousand Five Hundred Dollars (\$957,500,000.00) (called "Principal") plus interest in accordance with the terms of a Mortgage Note between the parties dated September 20, 2005 (referred as the "Note"). All sums due under the Note are due no later than October 1, 2035. All terms of the Note are made part of this Mortgage.

DOCKET# 93312 MB 9325 P 14

2. **Property Mortgaged.** The property mortgaged to the Lender (called the "Property") is described in Schedule "A" annexed hereto. The Property includes: (a) the Borrower's interest in the Land; (b) all buildings that are now, or will be, located on the land; (c) all fixtures that are now, or will be, attached to the land or building(s); (d) all condemnation awards and insurance proceeds relating to the land and building(s); and (e) all other rights that Borrower has, or will have, as owner of the Property.
3. **Rights Given to Lender; Subordination.** Borrower mortgages the Property to the Lender. Notwithstanding anything to the contrary in this Mortgage or the Note, this Mortgage, and all rights of Lender herein, are expressly subordinate to the deferred development and/or management fees of Community Investment Strategies, Inc., the Borrower and/or CIS/Crescent, LLC, and the \$1,638,346 permanent mortgage to New Jersey Housing Mortgage Finance Agency (collectively, the "Superior Loans") and to the Deed of Easement and Restrictive Covenant for Extended Low -Income Occupancy granted or to be granted by the Borrower to the New Jersey Housing and Mortgage Finance Agency relating to the Property.
4. **Promises.** Borrower makes the following promises to Lender:
- a. **Note and Mortgage.** Borrower shall comply with all of the terms of the Note and this Mortgage.
  - b. **Payments.** Borrower will make all payments required by the Note and this Mortgage.
  - c. **Ownership.** Borrower warrants title to the Property and will defend its ownership against all claims.
  - d. **Liens and Taxes.** Borrower will pay all liens, taxes, assessments and other government charges made against the Property when due.
  - e. **Insurance.** Borrower shall maintain insurance coverage as may be reasonably required by the Lender. Lender shall not impose any insurance requirements as long as the Superior Loans are outstanding.

DOCKET# 93312 MB 9325 P 15

f. **Repairs.** Borrower will keep the Property in good repair, neither damaging nor abandoning it. Borrower will allow Lender to inspect the Property upon reasonable notice to Borrower.

g. **Statement of Amount Due.** Upon request of the Lender, Borrower will certify to the Lender in writing: (a) the amount due on the Note and this Mortgage; and (b) whether or not Borrower has any defense to Lender's obligations under the Note and this Mortgage.

h. **Lawful Use.** Borrower will use the Property in compliance with all laws, ordinances and other requirements of any governmental authority.

5. **Eminent Domain.** All or part of the Property may be taken by a government entity for public use. If this occurs, Borrower agrees that, subject to the Superior Loans, any compensation be given to the Lender. The Lender may use this to repair and restore the Property or to reduce the amount owed on the Note and this Mortgage. This will not delay the due date for any further payment under the Note and this Mortgage. Any remaining balance will be paid to Borrower.

6. **Payments Made for Borrower.** If Borrower does not make all of the repairs or payments agreed to in this Mortgage, the Lender may do so for Borrower. The costs of these repairs and payments will be added to the Principal, will bear interest at the same rate as provided in the Note and will be repaid to the Lender upon demand.

7. **Notices.** All notices under this Mortgage shall be deemed given upon personal delivery (including by overnight delivery service) two (2) days after posting by United States certified mail with return receipt requested; or three (3) days after posting by United States first class mail. All notices shall be given in writing, postage prepaid, and properly addressed to the party receiving notice at the addresses set forth herein (or such other address as may be provided by notice hereunder to the other party).

DOCKET# 93312 MB 9325 P 16

A copy of all notices hereunder shall be sent to the Borrower and Lender at the addresses set forth above and to each of the following parties:

Gluck Walrath, LLP  
428 River View Plaza  
Trenton, New Jersey 08611  
Attention: Chris Walrath, Esq.

Boston Capital Corporate Tax Credit Fund XXII, A Limited Partnership  
c/o Boston Capital Partners, Inc  
One Boston Place  
Boston, MA 02108  
Attention: Raoul Moore

8. **No Waiver by Lender.** Lender may exercise any right under this Mortgage or under any law, even if Lender has delayed in exercising that right or has agreed in an earlier instances not to exercise that right. Lender does not waive its right to declare that Borrower is in default by making payments or incurring expenses on Borrower's behalf.

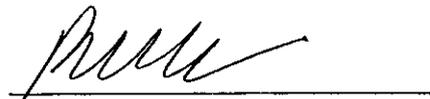
9. **Miscellaneous.** This Mortgage is binding upon the Borrower, its assigns, legal representatives, personal representatives, and/or successors. This Mortgage shall be governed and construed in accordance with the laws of the State of New Jersey. If any provision of this Mortgage shall be invalid, illegal, or unenforceable to any extent, the remainder of the Note shall not be affected. The remedies granted to the Lender herein are cumulative, and Lender may realize upon any other security or exercise any other remedies available to it without waiver of any other rights. This instrument is severable, such that the invalidity or unenforceability of any provision hereof shall not affect the validity or enforceability of the remaining provisions. Whenever used herein, singular, plural, neutral, masculine or feminine terms shall have the meaning required by its context. By the signature of its duly authorized officer below, Borrower acknowledges its receipt of a conformed copy of this instrument without charge.

10. **Nonrecourse Liability.** No member of the Borrower, including a managing member or any investor member, shall be held personally liable hereunder and, in the event of default, Lender's sole recourse shall be limited to the assets of the Borrower.

DOCKET# 93312 MB 9325 P 17

IN WITNESS WHEREOF, the undersigned duly authorized officer of the Borrower has set his/her hand on the date first above mentioned.

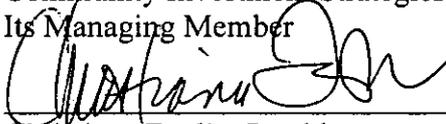
Witnessed by:



BORROWER  
HAMPTON CRESCENT, LLC

By: CIS/Crescent, LLC  
Its Managing Member

By: Community Investment Strategies, Inc.  
Its Managing Member

By:   
Christiana Foglio, President

DOCKET# 93312 MB 9325 P 18

Acknowledgment

State of New Jersey )  
County of Mercer ) ss:

Christiana Foglio personally came before me and stated to my satisfaction that she: (a) was the maker of the attached instrument; (b) was authorized to and did execute this instrument as President of Community Investment Strategies, Inc., the Managing Member of CIS/Crescent, LLC, the Managing Member of Hampton Crescent, LLC, the entity named in this instrument; and (c) executed this instrument as the act of the entity named in this instrument.

  
\_\_\_\_\_  
Notary Public  
*Christopher M. Wilk*  
*Attorney-at-Law*  
*State of New Jersey*

DOCKET# 93312 MB 9325 P 19

DESCRIPTION

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

Beginning at a point common corner to Lot 1, Block 351.99 and Lot 1 351.23, said point being located the following described seven (7) Courses from a point in the Northeasterly right-of-way line of Moore Road (50.00' Wide) said point being corner to Lot 1, Block 1 351.23 common with Lot 16 , Block 351.24, and extending; Thence

- a) Along the division line of Lot 1, Block 351.23 common with Lot 16 Block 351.24 North 52 degrees 10 minutes 11 seconds East, a distance of 100.00 feet, to a point; Thence
- b) Along the division line of Lot 1, Block 351.23 common with Lot 16, 15, 14, 13, 12 & a part of Lot 11, Block 351.24, South 37 degrees 49 minutes 49 seconds East, a distance of 118.85 feet, to a point; Thence
- c) Along the Southeasterly division line of Lot 1 , Block 351.23, North 48 degrees 15 minutes 35 seconds East, a distance of 156.86 feet to a point; Thence
- d) Continuing along said Southeasterly division line North 60 degrees 15 minutes, 30 seconds East, a distance of 141.11 feet, to a point; Thence
- e) Continuing along said Southeasterly division line North 77 degrees 30 minutes, 40 seconds East, a distance of 156.40 feet to a point; Thence
- f) Continuing along said Southeasterly division line North 54 degrees 19 minutes 15 seconds East, a distance of 47.51 feet to a point; Thence
- g) Traversing within the bounds of Lot 1, Block 351.23, North 35 degrees 40 minutes 45 seconds West, a distance of 2.90 feet to the point of beginning and extending from said beginning point; Thence
- 1) Along the division line common to Lot 1 Block 351.23 and Lot 1 Block 351.23, South 73 degrees 16 minutes, 15 seconds West, a distance of 186.66 feet, to a point; Thence
- 2) Continuing along said common division line, North 16 degrees 43 minutes 45 seconds West, a distance of 90.00 feet to a point; Thence
  
- 3) Continuing along the same, North 73 degrees 16 minutes 15 seconds East, a distance of 186.66 feet to a point; Thence

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4) Continuing along same, South 16 degrees 43 minutes 45 seconds East, a distance of 90.00 feet, to the point and place of beginning.  
The above description is in accordance with a survey made by Margaret Kulik dated 09/15/2005

Also known as Lot 3, Block 351.23 on the plan entitled FINAL AMENDED PLAN OF LOTS, SECTION 2.3, KINGS WOODS, ORIGINAL TRACT: BLOCK 351, LOTS 7.04, 7.09, 7.10, 11, & 13, WEST DEPTFORD TOWNSHIP, GLOUCESTER COUNTY, NEW JERSEY, as was recorded on April 22, 2004 at the Gloucester County Clerk's Office and designated as Map # 3929. Also, known as Building B on Lot 3 Block 351.23 (known as Lot 1 Block 351.99) on the aforesaid map and together with an undivided 1.75 percentage interest in the common elements of the condominium known as the Grande Kings Woods Condominium.

NOTE: Being Lot(s)/Parcel No. (s) 1, Block 351.99, Tax Map of the Township of West Deptford, County of Gloucester.



West Deptford Township  
CODE ENFORCEMENT  
400 CROWN POINT ROAD  
WEST DEPTFORD, NJ 08086  
(856) 845-4004 EXT. 169  
BGALLOWAY@WESTDEPTFORD.COM

Application Date 2/27/2023  
Tracking Number CECERT-23-00133  
Date Issued 3/3/2023  
Expiration Date \_\_\_\_\_

## CHANGE OF OCCUPANCY

Location

HAMPTON CRESCENT LLC  
25-50 HIGHBRIDGE LN  
West Deptford Township NJ 08086  
B:351.99 L:1 Q:C0025

Applicant

HAMPTON CRESCENT LLC  
1970 BRUNSWICK AVE  
LAWRENCEVILLE, NJ 08648

Block 351.99 Lot 1\C0025

Unit # \_\_\_\_\_

Building \_\_\_\_\_

Telephone (609) 298-2229

---

### CHANGE OF OCCUPANCY

Summary 3 bedrooms, 1 bathroom, living room, kitchen, dining room  
no vpr or open permits

\_\_\_\_\_  
CODE ENFORCEMENT Official

Fee Paid \$60.00

Date Printed: 12/2/2025



West Deptford Township  
CODE ENFORCEMENT  
400 CROWN POINT ROAD  
WEST DEPTFORD, NJ 08086  
(856) 845-4004 EXT. 169  
BGALLOWAY@WESTDEPTFORD.COM

Application Date 3/25/2021  
Tracking Number CECERT-21-00179  
Date Issued 3/30/2021  
Expiration Date \_\_\_\_\_

## CHANGE OF OCCUPANCY

Location

HAMPTON CRESCENT LLC  
25-50 HIGHBRIDGE LN  
38  
West Deptford Township NJ  
B:351.99 L:1 Q:C0038

Applicant

HAMPTON CRESCENT LLC  
201 CROSSWICKS ST  
BORDENTOWN, NJ 08505

Block 351.99 Lot 1\C0038

Unit # \_\_\_\_\_

Building \_\_\_\_\_

---

### CHANGE OF OCCUPANCY

Summary no vacant fee owed  
water meter is compliant  
no open permits

---

CODE ENFORCEMENT Official

Fee Paid \$60.00

Date Printed: 12/2/2025



West Deptford Township  
CODE ENFORCEMENT  
400 CROWN POINT ROAD  
WEST DEPTFORD, NJ 08086  
(856) 845-4004 EXT. 169  
BGALLOWAY@WESTDEPTFORD.COM

Application Date 5/28/2025  
Tracking Number CECERT-25-00341  
Date Issued 6/2/2025  
Expiration Date \_\_\_\_\_

## CHANGE OF OCCUPANCY

Location

HAMPTON CRESCENT LLC  
48 HIGHBRIDGE LN  
West Deptford Township NJ 08086  
B:351.99 L:1 Q:C0025

Owner

HAMPTON CRESCENT LLC  
1970 BRUNSWICK AVE  
LAWRENCEVILLE, NJ 08648

Block 351.99 Lot 1\C0025

Unit # \_\_\_\_\_

Building \_\_\_\_\_

Telephone (609) 298-2229

---

### CHANGE OF OCCUPANCY

Summary no open permits  
no vacant fee owed

2 Bedroom  
1 Bath  
Kitchen  
Living Room

Fee Paid \$60.00

CODE ENFORCEMENT Official

Date Printed: 12/2/2025



West Deptford Township  
CODE ENFORCEMENT  
400 CROWN POINT ROAD  
WEST DEPTFORD, NJ 08086  
(856) 845-4004 EXT. 169  
BGALLOWAY@WESTDEPTFORD.COM

Application Date 6/10/2024  
Tracking Number CECERT-24-00389  
Date Issued 6/26/2024  
Expiration Date \_\_\_\_\_

## CHANGE OF OCCUPANCY

Location

HAMPTON CRESCENT LLC  
44 HIGHBRIDGE LANE  
West Deptford Township NJ 08086  
B:351.99 L:1 Q:C0025

Applicant

HAMPTON CRESCENT LLC  
1970 BRUNSWICK AVE  
LAWRENCEVILLE, NJ 08648

Block 351.99 Lot 1\C0025

Unit # \_\_\_\_\_

Building \_\_\_\_\_

Telephone (609) 298-2229

---

### CHANGE OF OCCUPANCY

Summary no open permits  
no vacant fee owed  
Rental CO

2 Bedroom  
1 Bath  
Kitchen  
Living Room  
Dining Room  
Family Room

---

CODE ENFORCEMENT Official

Fee Paid \$90.00

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PAGES: 9

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EAS

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1125 Ocean Ave  
Lakewood NJ 08701

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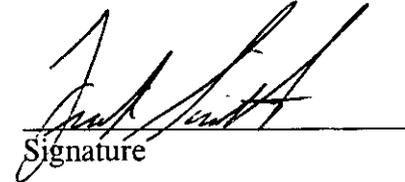
DB 4133 P 223  
HMFA Board Approved Revision 11/18/04

③

LIHTC # 735

Prepared By:

*Commercial*  
Record & Return To:  
MADISON TITLE AGENCY, LLC  
1125 Ocean Avenue  
Lakewood, NJ 08701

  
Signature

Frank Sciarrotta  
Print Name

*mt 17378*

**DEED OF EASEMENT AND RESTRICTIVE COVENANT  
FOR EXTENDED LOW-INCOME OCCUPANCY**

THIS DEED OF EASEMENT and RESTRICTIVE COVENANT (the "Covenant") dated as of September 29, 2005 shall run with the land and is granted by Hampton Crescent, LLC and its successors and assigns (the "Project Owner") whose principal address is 201 Crosswicks Street, Bordentown, NJ 08505, to the New Jersey Housing and Mortgage Finance Agency, its successors and assigns, (the "Agency") acting as the housing credit agency for the State of New Jersey as described in Section 42(h)(3) of the Internal Revenue Code as amended, and to income eligible members of the public as defined below. As conditioned below this Covenant restricts occupancy of the described premises to income eligible occupants for a specified period of time. This Covenant is made in satisfaction of the requirements of Section 42 of the Federal Tax Reform Act of 1986, P.L. 99-514, as amended, (the "Code").

As indicated on the Determination Letter or the IRS Form(s) 8609 for the building(s) described below, the Agency has determined the eligibility for and issued Low Income Housing Tax Credits ("LIHTC") authorized under the Code in an estimated annual amount of \$110,225 to be claimed by the Project Owner over a 10 or 15 year period pursuant to the Code. In consideration of the receipt of the benefit of the LIHTC, the Project Owner hereby agrees to the following restrictive covenants, which are made in satisfaction of the requirements contained in Section 42(h)(6) of the Code.

- (1) The one building, which consist of a total of 26 residential rental units, of which 26 are LIHTC units, and which will constitute a qualified low-income housing project as defined in Section 42(g)(1) of the Code and regulations promulgated thereunder, the rental units which will be rented or available for rental on a continuous basis to members of the general public, shall be known as Hampton Crescent at Kings Woods (the "Project"). The Project is located at 25-50 Highbridge Lane, West Deptford, NJ 08086, Municipal Tax Map Block No. 351.99, Lot No.1 in the County of Gloucester, New Jersey, and title to which has been recorded in the County Clerk or Register's Office immediately prior to the recording of this Covenant, being more fully described as set forth in Schedule "A" hereto.

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DB 4133 P 224

- (2) The applicable fraction, as defined in Section 42(c)(1)(B) of the Code (the smaller of the low-income unit fraction or the low-income floor space fraction), and as provided by the Project Owner in its low income housing tax credit application (the "Application") is 100 percent. This fraction shall not be decreased during any taxable year of the compliance period or extended use period unless terminated in accordance with the provisions enumerated at Section 42(h)(6)(E) of the Code.
- (3) This Covenant and the Section 42 occupancy and rent restrictions shall commence on the first day of the compliance period as defined in section 42 of the Code, and shall end on the date which is fifteen (15) years after the close of the initial fifteen (15) year compliance period, unless terminated by foreclosure or instrument in lieu of foreclosure, pursuant to the provisions of the Code, and any regulations promulgated thereunder.
- (4) The extended use period shall terminate, subject to the provisions regarding low-income tenancy and gross rent restrictions, on the date the buildings are acquired by foreclosure (or an instrument in lieu of foreclosure), or on the last day of the one year period beginning on the date after the fourteenth (14<sup>th</sup>) year of the initial compliance period that the Project Owner submits a written request to the Agency to present a qualified contract (as defined at Section 42(h)(6)(F) of the Code) for the acquisition of the buildings, if, and only if, the Agency is unable to present within that year's time, a qualified contract from a purchaser who will continue to operate such buildings as a qualified low-income project.
- (5) The compliance period begins at the same time as the credit period. The Project Owner elects when to begin the credit period at the time the Project Owner's first tax return is filed with the Internal Revenue Service. It is expected that the Project Owner will begin the credit period in 2005.
- (6) The federal set-aside, as defined by section 42(g)(1) of the Tax Code, which was selected by the Project Owner in its Application requires that 40 percent or more of the residential units in the Project are both rent restricted and occupied by individuals whose income is 60 percent or less of area median gross income (AMGI) ("income eligible members of the public"). The selection of this federal set-aside is irrevocable and is binding on the Project Owner and all successors in interest to the Project through the end of the extended use period.
- (7)  If this box is checked, the Project is a Special Needs Project as defined in the \_\_\_\_\_ Qualified Allocation Plan, and as selected by the Project Owner in its Application and as such, the Project Owner must BOTH restrict 25% of the LIHTC units in the Project for occupancy by one or more special needs population through the end of the compliance period AND make available at a reasonable cost to all tenants with special needs a minimum of three appropriate and accessible social services throughout the compliance period. One of the social services must be a social service coordinator. With written approval from the Agency, the Project Owner may substitute another special needs population for the one(s) identified in its Application and may substitute services to better

address the needs of the tenants with special needs.

- (8) Pursuant to section 42(h)(6)(B)(iii) of the Code, this Covenant prohibits the disposition to any person of any portion of a building to which this Covenant applies unless all of the building to which such Covenant applies is disposed of to such person.
- (9) Pursuant to Revenue Ruling 2004-82, this Covenant prohibits (i) the eviction or termination of tenancy (other than for good cause) of an existing tenant of any low-income unit or (ii) any increase in the gross rent with respect to the unit not otherwise permitted under Section 42 of the Code for the term of the extended use period.
- (10) Pursuant to section 42(h)(6)(B)(iv) of the Code, this Covenant prohibits the refusal to lease to a holder of a voucher or certificate of eligibility under section 8 of the United States Housing Act of 1937 of the status of the prospective tenant as such a holder.
- (11) This Covenant shall constitute an agreement between the Agency and the Project Owner which is enforceable in the courts of the State of New Jersey by the Agency or by individual(s), whether prospective, present, or former occupants of the Project, who meet the income limitations applicable to the Project under Section 42(g) of the Code, said individual(s) being express beneficiaries of this Covenant.
- (12) The Project Owner agrees to comply with the requirements of the federal Fair Housing Act as it may from time to time be amended.
- (13) The Project Owner agrees to obtain the consent of any recorded lien holder on the Project to this Covenant and such consent shall take the form of a Subordination Agreement between the lender and the Agency and shall be a condition precedent to the issuance of IRS Form(s) 8609.
- (14) This Covenant is binding on all successors in interest to the Project and shall run with the land until the end of the extended use period, unless terminated prior to said date in accordance with all provisions of the Code and the regulations promulgated thereunder.
- (15) These covenants may, from time to time, be amended only with the written consent of the Agency, to reflect changes to the Code or regulations promulgated thereunder. Project Owner expressly agrees to enter into such amendments as may be necessary to maintain compliance under section 42 of the Code.
- (16) In order to enable the Agency to monitor the Project Owner's compliance with these use and occupancy restrictions pursuant to the Code, Project Owner covenants and agrees that the Agency and its agents or employees shall be allowed to enter and inspect the Project during business hours and to inspect and copy all books and records pertaining to the Project.

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DB 4133 P 226

- (17) The Project Owner covenants and agrees to comply and cooperate with the Code and all Agency tax credit compliance monitoring procedures including but not limited to completing and sending to the Agency an annual status report, or, if requested by an authorized official of the Agency, more frequent reports, in form and content acceptable to the Agency, which shall demonstrate ongoing compliance with this Covenant.
- (18) The Project Owner covenants and agrees that in the event it files for bankruptcy, liquidates, sells or otherwise transfers ownership of the Project, it will notify the Agency in writing, and further, that as a condition precedent to any sale or transfer it will enter into such agreements with the purchaser or transferee as may be prescribed by the Agency, which have the effect of causing such purchaser or transferee to be bound by these use and occupancy restrictions, as they may be amended or supplemented.
- (19) The terms of this Covenant shall be interpreted, conditioned and supplemented in accordance with and by section 42 of the Code and regulations promulgated thereunder, all of which are incorporated herein by reference, whether or not such provisions of the Code or regulations are expressed or referenced herein. In the event of any conflict between this Covenant and the requirements of the Code, the Code shall prevail. The Agency reserves the right to set conditions for the allocation of LIHTC by regulation that may be more stringent than the Code.
- (20) The invalidity of any clause, part, or provision of this Agreement shall not affect the validity of the remaining provisions.

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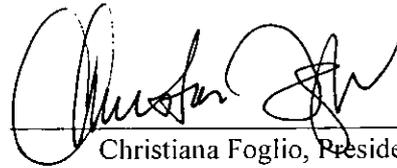
Signatures: This Covenant is granted by the Project Owner whose duly authorized representative's signature appears below.

Sworn and subscribed to before the undersigned Notary Public or Attorney on the date appearing below:

WITNESS  
(IF INDIVIDUAL, LLC, OR PARTNERSHIP)

PROJECT OWNER: Hampton Crescent, LLC  
BY: CIS/Crescent, LLC, its managing member  
BY: Community Investment Strategies, Inc.,  
its managing member

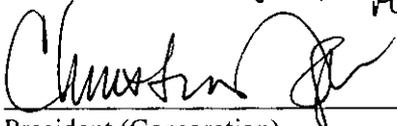
  
\_\_\_\_\_  
Barbara K. Schoor

By:   
\_\_\_\_\_  
Christiana Foglio, President

ATTEST (IF A CORPORATION)

~~PROJECT OWNER:~~ *Community Investment Strategies, Inc. Managing member*

  
\_\_\_\_\_  
*ASST* Secretary  
Barbara K. Schoor

By:   
\_\_\_\_\_  
President (Corporation)

CHRISTIANA FOGLIO  
(Print Name)

DOCKET# 93293 DB 4133 P 228

ACKNOWLEDGMENT  
(LLC or PARTNERSHIP FORM)

I CERTIFY, that on September <sup>29</sup>30, 2005, personally came before me Barbara K. Schoor and this person acknowledged under oath, to my satisfaction, that (a) this person is the attesting witness to the signing of this document by Christiana Foglio, who is President of Community Investment Strategies, Inc., the Managing Member of CIS/Crescent, LLC, who is the Managing Member of the LLC named herein, and duly authorized to execute this document; (b) this document was signed and delivered by the Managing Member as its voluntary act on behalf of the LLC; and (c) this person signed this proof to attest to the truth of these facts.

WITNESS

SWORN TO AND SUBSCRIBED  
before me, this 29<sup>th</sup> day of September, 2005.

Notary Public or Attorney

**KAREN ARMLIN**  
NOTARY PUBLIC OF NEW JERSEY  
Commission Expires 4/18/2007

*Karen Armlin*

ACKNOWLEDGMENT  
(CORPORATE FORM)

BE IT REMEMBERED, that on Sept. 29, 2005, before me, the subscriber, personally appeared Barbara K. Schoor who, being by me duly sworn on the oath, deposes and makes proof to my satisfaction, that he/she is the <sup>ASST.</sup> Secretary of Community Investment Strategies, Inc the Corporation named in the within Instrument; that Christiana Foglio is the President of said Corporation; that the execution, as well as the making of this Instrument, has been duly authorized by a proper resolution of the Board of Directors of the said Corporation; and said Instrument was signed and delivered by said President as and for the voluntary act and deed of said Corporation, in the presence of deponent, who thereupon subscribed his/her name thereto as attesting witness.

Notary Public or Attorney

*Karen Armlin*

**KAREN ARMLIN**  
NOTARY PUBLIC OF NEW JERSEY  
Commission Expires 4/18/2007

DOCKET# 93293 DB 4133 P 229

COMMONWEALTH LAND TITLE INSURANCE COMPANY

TITLE INSURANCE COMMITMENT

File Number: MTA-017378

DESCRIPTION

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

Beginning at a point common corner to Lot 1, Block 351.99 and Lot 1 351.23, said point being located the following described seven (7) Courses from a point in the Northeasterly right-of-way line of Moore Road (50.00' Wide) said point being corner to Lot 1, Block 1 351.23 common with Lot 16, Block 351.24, and extending; Thence

- a) Along the division line of Lot 1, Block 351.23 common with Lot 16 Block 351.24 North 52 degrees 10 minutes 11 seconds East, a distance of 100.00 feet, to a point; Thence
- b) Along the division line of Lot 1, Block 351.23 common with Lot 16, 15, 14, 13, 12 & a part of Lot 11, Block 351.24, South 37 degrees 49 minutes 49 seconds East, a distance of 118.85 feet, to a point; Thence
- c) Along the Southeasterly division line of Lot 1, Block 351.23, North 48 degrees 15 minutes 35 seconds East, a distance of 156.86 feet to a point; Thence
- d) Continuing along said Southeasterly division line North 60 degrees 15 minutes, 30 seconds East, a distance of 141.11 feet, to a point; Thence
- e) Continuing along said Southeasterly division line North 77 degrees 30 minutes, 40 seconds East, a distance of 156.40 feet to a point; Thence
- f) Continuing along said Southeasterly division line North 54 degrees 19 minutes 15 seconds East, a distance of 47.51 feet to a point; Thence
- g) Traversing within the bounds of Lot 1, Block 351.23, North 35 degrees 40 minutes 45 seconds West, a distance of 2.90 feet to the point of beginning and extending from said beginning point; Thence
- 1) Along the division line common to Lot 1 Block 351.23 and Lot 1 Block 351.23, South 73 degrees 16 minutes, 15 seconds West, a distance of 186.66 feet, to a point; Thence
- 2) Continuing along said common division line, North 16 degrees 43 minutes 45 seconds West, a distance of 90.00 feet to a point; Thence

- 3) Continuing along the same, North 73 degrees 16 minutes 15 seconds East, a distance of 186.66 feet to a point; Thence
- 4) Continuing along same, South 16 degrees 43 minutes 45 seconds East, a distance of 90.00 feet, to the point and place of beginning.  
The above description is in accordance with a survey made by Margaret Kulik dated 09/15/2005

Also known as Lot 3, Block 351.23 on the plan entitled FINAL AMENDED PLAN OF LOTS, SECTION 2.3, KINGS WOODS, OTIGINAL TRACT: BLOCK 351, LOTS 7.04, 7.09, 7.10,11, & 13, WEST DEPTFORD TOWNSHIP, GLOUCESTER COUNTY, NEW JERSEY, as was recorded on April 22, 2004 at the Gloucester County Clerk's Office and designated as Map # 3929. Also, known as Building B on Lot 3 Block 351.23 (known as Lot 1 Block 351.99) on the aforesaid map and together with an undivided 1.75 percentage interest in the common elements of the condominium known as the Grande Kings Woods Condominium.

NOTE: Being Lot(s)/Parcel No. (s) 1, Block 351.99, Tax Map of the Township of West Deptford, County of Gloucester.

Issued by:  
**MADISON TITLE AGENCY, LLC**

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PAGES: 38

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MB 9324 305

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1125 Ocean Ave  
Lakewood NJ 08701*

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4

Record and Return to:

Melissa Riccardi, Paralegal  
Division of Regulatory Affairs  
New Jersey Housing and Mortgage  
Finance Agency  
637 South Clinton Avenue  
P.O. Box 18550  
Trenton, New Jersey 08650-2085

*Commercial*  
Record & Return To:  
MADISON TITLE AGENCY, LLC  
1125 Ocean Avenue  
Lakewood, NJ 08701  
*MH 17378*

Hampton Crescent at Kings Woods  
HMFA # 1415

**FINANCING, DEED RESTRICTION AND REGULATORY AGREEMENT**

**between**

**NEW JERSEY HOUSING AND MORTGAGE FINANCE AGENCY**

**and**

**HAMPTON CRESCENT, LLC**

Prepared by:

  
\_\_\_\_\_  
Laura Shea  
Deputy Attorney General

Permanent Financing Only  
Revised August 2004

DOCKET# 93300 MB 9324 P 307

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**THIS FINANCING, DEED RESTRICTION AND REGULATORY AGREEMENT** (this "Agreement"), is made and entered into as of 9/30, 2005, between the **NEW JERSEY HOUSING AND MORTGAGE FINANCE AGENCY** (the "Agency"), a body politic and corporate and an instrumentality exercising public and essential governmental functions of the State of New Jersey, created pursuant to the New Jersey Housing and Mortgage Finance Agency Law of 1983, N.J.S.A. 55:14K-1 et seq. (the "Act"), and **HAMPTON CRESCENT, LLC** (together with its successors and assigns, the "Owner"), a limited liability company organized and existing pursuant to the laws of the State of New Jersey, duly authorized to transact business in the State of New Jersey, and a qualified housing sponsor within the meaning of the Act.

WITNESSETH:

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

**Section 1. Definitions and Interpretation**

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

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

**"Agency Financing"** means the First Mortgage Loan

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

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

**"Bonds"** means the New Jersey Housing and Mortgage Finance Agency Multi-Family Housing Revenue Bonds, 2005 Series F, issued under the Resolution.

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

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

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

**"Environmental Laws"** shall mean and include any federal, State, or local statute, law, ordinance, code, rule, regulation, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic, or dangerous waste, substance, element, compound, mixture or material, as now or at any time hereafter in effect including, without limitation, the Federal Comprehensive Environmental Response, Compensation and Liability Act of 1980 as amended, 42 U.S.C. Sections 9601 et seq., the Federal Hazardous Materials Transportation Act, as amended 42 U.S.C. Sections 1801 et seq., the Federal Resource Conservation and Recovery Act as amended, 42 U.S.C. Sections 6901 et seq., the Superfund Amendments and Reauthorization Act, 42 U.S.C. Sections 9601 et seq., the Federal Toxic Substances Control Act, 15 U.S.C. Sections 2601 et seq., the Federal Hazardous Material Transportation Act, 49 U.S.C. Sections 1801 et seq., the Federal Clean Air Act, 42 U.S.C. Sections 7401 et seq., the Federal Water Pollution Control Act, 33 U.S.C. Sections 1251 et seq., the Rivers and Harbors Act of 1899, 33 U.S.C. Sections 401 et seq., the Residential Lead-Based Paint Hazard Reduction Act of 1992, 42 U.S.C. Section 4852d, the New Jersey Environmental Cleanup Responsibility Act, as amended, N.J.S.A. 13:1K-6 et seq., the New Jersey Industrial Site Recovery Act, N.J.S.A. 13:1K-6 et seq., the Spill Compensation and Control Act, as amended, N.J.S.A. 58:10-23.11, et seq., the New Jersey Tank Registration Act, N.J.S.A. 58:10A-21 et seq., the New Jersey Water Pollution Control Act, as amended, N.J.S.A. 58:10A-1 et seq., and all rules and regulations adopted and publications promulgated thereto, or any other so-called "Superfund" or "Superlien" laws, or any other federal, state or local environmental law, ordinance, rule, or regulation, as any of the foregoing have been, or are hereafter amended.

**"Environmental Report"** means the Phase I Environmental Site Assessment prepared by PMK Group dated May 25, 2005.

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

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

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

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

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**"First Mortgage Note II"** means the interest bearing, non-recourse short term promissory note in the amount of \$200,000.00 for a term ending on January 1, 2007, made by the Owner to the Agency, that contains the promise of the Owner to pay the sum of money stated therein at the times stated therein and that evidences the obligation of the Owner to repay the First Mortgage Loan.

**"First Mortgage Notes"** means the First Mortgage Note I and First Mortgage Note II, collectively.

**"Hazardous Materials"** shall mean and include those elements, materials, compounds, mixtures or substances that are contained in any list of hazardous substances adopted by the United States Environmental Protection Agency (the "EPA") or any list of toxic pollutants designated by Congress, the EPA, or the New Jersey Department of Environmental Protection ("NJDEP"), or that are defined as hazardous, toxic, pollutant, infectious, flammable or radioactive by any of the Environmental Laws, and, whether or not included in such lists, shall be deemed to include all products or substances containing petroleum, asbestos, lead, and polychlorinated biphenyls.

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

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

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

**"Loan Documents"** means and includes this Agreement, the First Mortgage and Security Agreement, the First Mortgage Note I, First Mortgage Note II, the Assignment of Leases, the UCC-1 Financing Statements, and, in the event the Project is receiving Tax-Exempt Financing, the Tax Certificate.

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

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

**"Permitted Encumbrances"** means any

(i) Utility, access and other easements and rights of way, restrictions and exceptions that do not, individually or in the aggregate, materially impair the utility or value of the

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Project or Land for the purposes for which it is intended;

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

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

(iv) Such exceptions identified and set forth in the title insurance commitment referred to in Section 13; and

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

**"Project"** means the multifamily residential rental project constructed or otherwise financed with the proceeds of the Agency Financing and all other improvements to be constructed or located on the Land. The Project is part of a condominium association known as The Grande at Kings Woods Condominium Association, Inc. (the "Association"). The Project and the Owner will comply with the rules of the Association; however, the requirements of the Agency documents shall take priority if a conflict should arise between the Agency documents and the Association rules.

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

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

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

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

(ii) the 1st day on which no tax-exempt private activity bond issued with respect to the Project is outstanding, or

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

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

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

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

**"State"** means the State of New Jersey.

**"Tax Certificate"** means the Tax Certificate for Borrowers of Tax-Exempt Bond Proceeds, the form of which is attached hereto as Schedule "B" if the Project is receiving Tax-Exempt Financing.

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

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

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

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

**Section 2. Background and Purpose**

The Owner has constructed and/or rehabilitated and shall own, maintain, and operate the Project and the Land. The Project consists of 26 units of family housing in the Municipality of West Deptford, County of Gloucester, State of New Jersey. To obtain financing for the Project, the Owner has applied to the Agency for the Agency Financing pursuant to the provisions of the Act. The Project and the Land constitute a "housing project" as defined in the Act.

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

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

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

- (a) A loan from Emanuel Community Development Corp., a New Jersey non-profit corporation in the amount of \$957,500.00;
- (b) Tax Credit equity will be provided from Boston Capital Corporation from the sale of 4% tax credits in the total amount of \$945,229.00.
- (c) The Owner will make an investment in the Project as provided in Section 42 of this Agreement.
- (d) The Owner will pledge \$186,385 of its Developer Fee.

**Section 3. Residential Rental Property**

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

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

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

(c) None of the units in the Project will be utilized at any time for an initial lease term of less than six months or as a hotel, motel, dormitory, fraternity house, sorority house, rooming

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house, nursing home, hospital, sanitarium, rest home, life care facility, trailer court or park.

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

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

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

#### **Section 4. Occupancy Restrictions Governing Tenant Income**

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

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

In compliance with the foregoing income restrictions, the Owner agrees to rent one hundred percent (100%) of the units at the Project to tenants whose income does not exceed sixty percent (60%) of the area's median income adjusted for family size, as median income is defined by the United States Department of Housing and Urban Development, from time to time. The Owner acknowledges that if the income restrictions set forth in this paragraph are more restrictive than the restrictions prescribed under the Act and/or the Code, that the Owner will abide by the most stringent as an inducement for and part of the consideration for the Agency to make the Agency Financing.

In the event the Project is receiving Tax-Exempt Financing, the Owner hereby represents, warrants and covenants that at all times throughout the Qualified Project Period, not less than forty percent (40%) of the units shall be leased to qualified Low-Income Tenants. For purposes of complying with these requirements, any dwelling unit occupied by an individual or family who is a Low-Income Tenant at the commencement of occupancy shall continue to be treated as if occupied by a Low-Income Tenant even though such individual or family subsequently ceases to be a Low-

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Income Tenant. The preceding sentence shall not apply to any resident whose income as of the most recent income determination exceeds 140 percent of the income limit applicable to such resident, if after such determination, but before the next determination, any residential unit of comparable or smaller size in the Project is occupied by a new resident whose income exceeds the applicable income limit. If a unit is vacated by an individual or family who qualified as a Low-Income Tenant, such dwelling unit shall be treated as occupied by a Low-Income Tenant until reoccupied (other than for a temporary period of not more than 31 days), at which time the character of the unit shall be redetermined.

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

**Section 5. Representations, Warranties and Covenants of the Owner**

The Owner represents, warrants and covenants that:

(a) The Owner (i) is a limited liability company duly organized and validly existing under the laws of the State, duly authorized to transact business in the State and a qualified housing sponsor within the meaning of the Act, (ii) has provided the Agency with a true and complete filed copy of its certificate of formation and operating agreement, with all amendments to any such documents, (iii) has the power and authority to own its properties and assets including the Project and Land and to carry on its business as now being conducted (and as now contemplated), and (iv) has the power to execute and perform all the undertakings of this Agreement and the other Loan Documents.

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

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

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

(e) The Owner has, at the time of execution of this Agreement, good and

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

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

(g) There is no action, suit or proceeding at law or in equity or by or before any governmental instrumentality or other agency now pending, or, to the knowledge of the Owner after due and diligent inquiry, threatened against or affecting it, or any of its properties or rights, which, if adversely determined, would materially impair its right to carry on business substantially as now conducted, or as contemplated to be conducted under this Agreement, or would materially adversely affect its financial condition.

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

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

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

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

(l) If the Agency issues Bonds to finance the Project, all information contained in the Preliminary Official Statement and Official Statement as it relates to the Owner, the Project and the Land, as of the date on which the Preliminary Official Statement and Official Statement are furnished to the underwriter, did not and will not contain any untrue statement of a material fact and

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did not and will not omit to state a material fact necessary in order to make the statements made therein, in light of the circumstances under which they were made, not misleading. If the Project receives Tax-Exempt Financing, the Owner shall not take or permit any action to be taken which would have the effect, directly or indirectly, of causing interest on any Bonds to be included in gross income for purposes of federal or State income taxation.

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

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

(o) The Owner will not permit any modification or amendment of the Owner's charter, articles of incorporation or association, by-laws or partnership agreement or other governing instrument or instruments, or a transfer of any stock or ownership interest, which would materially impair its right to carry on business as now conducted, or as contemplated to be conducted under this Agreement.

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

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

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

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

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

(u) The Owner has obtained valid releases acceptable to the Agency from the general contractor relative to all subcontractors who have performed work on the Project.

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

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

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

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

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

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

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

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

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

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

**Section 7. Reporting Requirements**

The Owner agrees to comply with the following reporting requirements:

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

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

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

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

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IRS Regulations.

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

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

**Section 8. Covenants to Run With the Land**

(a) The Agency and the Owner hereby declare their understanding and intent that the burden of the covenants, reservations and restrictions set forth in this Agreement touch and concern the Land in that the Owner's legal interest in the Project and Land is rendered less valuable thereby. The Agency and the Owner hereby further declare their understanding and intent that the benefit of such covenants, reservations and restrictions touch and concern the Project and Land by enhancing and increasing the enjoyment and use of the Project and the Land by the tenants, contemplated under this Agreement and by furthering the public purposes for which the First Mortgage Loan is made and the Bonds, if any, are to be issued. The covenants, reservations and restrictions hereof shall apply uniformly to the entire Project and Land. Except as provided in subsection (b) below, the covenants, reservations and restrictions set forth herein shall be deemed covenants running with the Land and hereof and shall pass to and be binding upon the Owner's assigns and successors in title to the Land or Project. Each and every contract, deed or other instrument hereafter executed covering or conveying the Project or the Land or any portion thereof shall conclusively be held to have been executed, delivered and accepted subject to such covenants, reservations and restrictions, regardless of whether such covenants, reservations and restrictions are set forth in such contract, deed or other instruments. If a portion or portions of the Project or Land are conveyed, all of such covenants, reservations and restrictions shall run to each portion of the Project and Land.

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

**Section 9. Term**

This Agreement shall remain in full force and effect until all indebtedness from the Owner to the Agency with respect to the Project shall have been paid in full in accordance with the provisions of this Agreement, the First Mortgage Notes and the other Loan Documents, provided however that (a) if the First Mortgage Loan is prepaid, this Agreement shall remain in effect as provided in the

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Agency Regulations governing prepayment, and (b) if the Project is receiving Tax-Exempt Financing, this Agreement shall remain in full force and effect for a period not less than the Qualified Project Period.

**Section 10. Disbursement**

Upon and subject to the terms and conditions of this Agreement and the other Loan Documents, the Agency agrees to disburse to the Owner as described herein Agency Financing in the aggregate amount of the lesser of (a) **\$1,638,346.00** or (b) 90 percent of the total Project cost established by the Agency.

**Section 11. Insurance; Condemnation**

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

If the Project shall be damaged, destroyed or taken by condemnation (in whole or in part), the Agency shall direct the Owner to promptly reconstruct the Project to substantially the same condition as existed prior to such damage, destruction or condemnation, with such changes, alterations and modifications as may be desired by the Owner and approved by the Agency, provided that the plans and specifications for reconstruction of the Project are approved by the Agency and, in the Agency's determination, the proceeds of the insurance or of the damages or award received as a consequence of such damage, destruction or condemnation, together with any other money available for such purpose, are sufficient to pay the cost of such reconstruction and upon completion of the reconstruction of the Project it shall be financially feasible.

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

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

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

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

The Owner shall maintain continuously in effect such other insurance coverage of the types and in the amounts specified by the Agency, including worker's compensation insurance and other insurance required by law with respect to employees of the Owner, and liability insurance with limits of not less than \$1,000,000.00 per accident or occurrence on account of personal injury, including death resulting therefrom, and \$1,000,000.00 per accident or occurrence on account of damage to the property of others, and a blanket excess liability policy in an amount not less than \$20,000,000.00, protecting the Owner and the Agency against any loss or liability or damage for personal injury or property damage with respect to the Project. The Owner shall also maintain use and occupancy insurance covering loss of revenues derived from the Project by reason of interruption, total or

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partial, of the use of the Project resulting from loss or physical damage thereto in an amount not less than one year's gross rental income. The Owner shall carry fidelity bond insurance covering all employees of the Owner authorized to handle the revenues derived from the Project in an amount equal to one and one-half (1½) times the maximum monthly rent roll.

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

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

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

**Section 13. Liens and Encumbrances**

The Owner covenants and agrees to maintain its right, title and interest in the Project, Land and all items enumerated in the Loan Documents, as security for repayment of the Agency Financing, free and clear of all liens, security interests and other encumbrances except for Permitted Encumbrances and those exceptions identified and set forth in a certain title insurance commitment issued to the Agency by Madison Title Agency, LLC, agent for Commonwealth Land Title Insurance Company, dated May 12, 2005 and identified as Title #MTA-017378, continued to the date of this Agreement, as accepted by the Agency. The foregoing covenant and agreement shall not prevent the Owner from leasing or renting the Project or Land in the manner as otherwise provided in this Agreement. Except with the written consent of the Agency, the Owner will not install any item of tangible personal property as part of the fixtures or furnishings of the Project which is subject to a purchase money lien or security interest.

The Agency may, at its sole option, pay the amount necessary to discharge any lien or other encumbrance, and the Owner shall reimburse the Agency upon demand for any amounts so paid. Until reimbursement of the Agency of any amounts so paid, such amount shall be added to the principal sum of the First Mortgage Note I and shall bear interest at the same interest rate as in the First Mortgage Note I.

**Section 14. Maintenance, Repair and Replacement**

The Owner covenants and agrees to maintain the Project and the Land, including, but not limited to, the dwelling units contained therein, any related facilities, the appurtenant equipment and grounds in good repair and condition so as to provide decent, safe and sanitary housing

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accommodations. In the event that any investigation, site monitoring, containment, clean-up, removal, restoration, remediation, or other remedial work of any kind or nature (the "Remedial Work") is required under any applicable Environmental Laws at, on, about, under or within the Project or Land, the Owner agrees to commence and diligently perform and complete such Remedial Work in compliance with all applicable Environmental Laws, at its own expense. In the event the Owner shall fail to timely commence, perform and complete such Remedial Work, the Agency may, at its sole and absolute discretion, cause such Remedial Work to be performed and the Owner shall reimburse the Agency upon demand for all costs incurred by the Agency in connection with the performance, completion and monitoring of such Remedial Work. Until reimbursement of the Agency of any costs so incurred, such amount shall be added to the principal sum of the First Mortgage Note I and shall bear interest at the same interest rate as in the First Mortgage Note I.

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

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

#### **Section 15. Advance Amortization Payments**

Because the public purposes of the Agency include maximizing the period during which the dwelling units in the Project are available to persons whose incomes do not exceed the maximums provided by the Act, the Agency Regulations, and if applicable, the Code or IRS Regulations, the Owner shall not make any advance principal repayment except as allowed by the Agency Regulations and if the Project is financed by Bonds, as allowed under the Resolution. With respect to any advance amortization payment, if the Agency shall have consented thereto, the Owner shall, if the First Mortgage Loan is financed from Bonds, pay to the Agency an amount sufficient (a) to enable the Agency to redeem Bonds of the appropriate series in the principal amount as required under the Resolution, (b) to pay the interest accrued and to accrue on the Bonds to be redeemed to the redemption date thereof, (c) to pay the redemption premium, if any, on the Bonds to be redeemed, (d) to pay the cost and expense of the Agency in effecting the redemption of the Bonds to be redeemed including legal fees of the Agency, as determined by the Agency, including any investment shortfall resulting from liquidation of investments, and (e) to pay any other cost, expense and liability incurred by the Agency in connection with the financing of the Project and issuance of its Bonds for such purpose not previously paid or provided for by the Agency including, without limitation, underwriting discount or other unamortized Bond discount; provided, however, that only the amount of such advance amortization payment applied as provided in (a) above shall be credited against the unpaid balance of the First Mortgage Loan.

#### **Section 16. Reserves and Escrow Payments**

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

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

Commencing with the first day of the first month following the date of this Agreement and each month thereafter, the Owner will pay to the Agency, along with the monthly principal and interest payment, the following:

- (e) one-twelfth (1/12) of the estimated annual amounts necessary to pay taxes or payments in lieu of taxes and insurance premiums;
- (f) one-twelfth (1/12) of the amount equal to \$275.00 per unit or such sum as the Agency may determine pursuant to its established management policy as a reserve for repairs and replacement.

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

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

#### **Section 17. Compliance Requirements**

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

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representations and covenants in the Tax Certificate throughout the term hereof.

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

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

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

**Section 18. Lease of Dwelling Units - Maximum Rents**

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

**Section 19. Consideration for Lease**

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

**Section 20. Tenant Security Deposit**

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

**Section 21. Account for Project Revenues**

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

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

**Section 22. Inspection of Premises**

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

**Section 23. Books and Records**

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

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such uniform systems of accounts and records as may from time to time be required by the Agency.

**Section 24. Management Contract**

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

**Section 25. Prohibited Actions**

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

- (a) incur any liabilities except in connection with the acquisition, construction, rehabilitation, repair, improvement and rental of the Project and Land, and its operation and maintenance;
- (b) engage in any business activity except the ownership and operation of the Project and Land;
- (c) enter into contracts to be paid from Project Revenues for managers, attorneys, accountants, or other services without the prior written approval of the Agency;
- (d) pay more than the fair market value thereof for goods or services;
- (e) transfer or invest Project Revenues in any other accounts or investment vehicles, except as permitted by Agency Regulations; or
- (f) pay compensation from Project Revenues to any officer, director, member, partner, or shareholder in his capacity as such or make any cash distribution to any of the foregoing; provided, however, that if no Event of Default has occurred, the Owner may make distributions annually of a return on investment in an amount not to exceed the amount permitted under the Act, the Agency Regulations, and then only to the extent of its retained earnings not previously distributed, or as otherwise approved by the Agency. The Owner, however, shall not make any distribution payment without the express agreement of the Agency that retained earnings (or other funds) are available for such distribution.

**Section 26. Change of Owner Status**

The Owner shall not dissolve, liquidate, sell, transfer, convey or exchange the Project and/or Land or any portion thereof without prior approval of the Agency and the Owner's compliance with

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

**Section 27. Estoppel**

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

**Section 28. Financing Statements**

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

**Section 29. Assignment**

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

**Section 30. Defaults**

Each of the following shall be an Event of Default:

- (a) failure by the Owner to pay more than ten (10) days after the due date any installment of principal or interest under the Agency Financing, or on the Servicing Fee or any other payment required by the Owner to the Agency or any other person pursuant to the terms of this Agreement, the First Mortgage Notes, or the other Loan Documents;
- (b) commission by the Owner of any act prohibited by the terms of this Agreement, or the other Loan Documents, or failure by the Owner to perform or observe in a timely

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fashion any action, obligation, warranty or covenant required by any of the terms of this Agreement or the other Loan Documents or failure by the Owner to produce satisfactory evidence of compliance therewith. An event set forth in this subsection shall not constitute an Event of Default until the prohibited acts or failure to perform or observe shall remain uncured for a period of thirty (30) days after the Agency's written notice to the Owner, specifying such prohibited act or failure and requesting that it be remedied, unless the Agency shall agree in writing to an extension of such time prior to its expiration; provided, however, that if the prohibited act or failure stated in each notice is correctable, but cannot be corrected within the 30-day period, the Agency may consent to an extension of up to 120 days from the delivery of the written notice referred to herein if corrective action is instituted by the Owner within the initial 30-day period and diligently pursued.

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

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

(e) the occurrence of substantial destruction of the Project by an uninsured casualty or the inability to replace or restore the Project in accordance with Section 11;

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

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

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

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

### **Section 31. Remedies**

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

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Agency of any such remedy:

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

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

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

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

(e) take possession of the Project;

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

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

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

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Project or Land. In conjunction with a sale of the Project or Land, the Owner agrees that either method of disposition shall be commercially reasonable;

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

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

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

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

### **Section 32. Anticipatory Breach**

If the Owner threatens to commit a breach of any of the provisions of this Agreement or the other Loan Documents, the Agency shall have the right, without posting bond or other security, to seek injunctive relief or specific performance, it being acknowledged and agreed that any such breach, or threatened breach, will cause irreparable injury to the Agency and that money damages will not provide an adequate remedy.

### **Section 33. Expenses Due to Default**

All expenses (including reasonable attorney's fees and costs and allowances) incurred in connection with an action to foreclose the Mortgage(s) or in exercising any other remedy provided by this Agreement or the other Loan Documents, including the curing of any Event of Default, shall be

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paid by the Owner on demand, together with interest at the same interest rate as in the First Mortgage Note I whether or not an action or proceeding is instituted. Expenses of foreclosure for purposes of this paragraph shall include the items enumerated in Section 15 of this Agreement.

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

**Section 34. Amendments; Notices; Waivers**

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

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

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

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

Owner: **Hampton Crescent, LLC  
c/o Community Investment Strategies, Inc.  
201 Crosswicks Street  
Bordentown, New Jersey 08505**

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

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Trenton, New Jersey 08650-2085

With a copy in each case to:

Investor Member: **Boston Capital Corporate Tax Credit Fund XXII,  
A Limited Partnership  
One Boston Place  
Boston, MA 02108-4406**

**Section 35. Severability**

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

**Section 36. Personal Liability**

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

**Section 37. Counterparts**

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

**Section 38. Disclaimer of Warranties, Liability, Indemnification**

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

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

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

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

### **Section 39. Filing**

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

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**Section 39. Filing**

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

**Section 40. Governing Law and Venue**

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

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

**Section 41. Equal Opportunity and Non-Discrimination**

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

**Section 42. Investment Funding and Return on Investment**

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

The total Project cost and the portion thereof that is contributed by the Owner as investment shall be determined by the Agency in accordance with the cost certification procedures under the Act. The Owner shall be eligible for a return on its investment at the rate of 8.57 % annually in the manner set forth in the Agency Regulations.

**Section 43. Applicability and Conflict of Terms and Conditions**

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

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appropriate and words of the singular number shall be construed to include the plural number, and vice versa, when appropriate. This Agreement and all the terms and provisions hereof shall be construed to effectuate the purposes set forth herein and to sustain the validity hereof.

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

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

THIS SPACE INTENTIONALLY LEFT BLANK



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(SEAL)  
ATTEST

Michael R. Floyd  
Michael Floyd, Assistant Secretary

NEW JERSEY HOUSING AND  
MORTGAGE FINANCE AGENCY

By: Tracee Battis  
Tracee Battis, Chief of Programs

Date: \_\_\_\_\_

This Agreement has been reviewed and approved as to form.  
Peter C. Harvey,  
Attorney General of the State of New Jersey

By: Laura Shea  
Laura Shea  
Deputy Attorney General

STATE OF NEW JERSEY, COUNTY OF MERCER SS:

I CERTIFY that on September 23, 2005, Michael Floyd, personally came before me, and this person acknowledged under oath, to my satisfaction, that (a) this person is the **Assistant Secretary** of **NEW JERSEY HOUSING AND MORTGAGE FINANCE AGENCY**, the Agency named in this document; (b) this person is the attesting witness to the signing of this document by the proper Agency officer, who is Tracee Battis, the Chief of Programs of the Agency; (c) this document was signed and delivered by the Agency as its voluntary act duly authorized by a proper resolution of its Board of Directors; and (d) this person signed this proof to attest to the truth of these facts.

SWORN TO AND SUBSCRIBED  
before me this 23<sup>rd</sup> day of  
September, 2005.

Michael R. Floyd  
Michael Floyd  
Assistant Secretary

Melissa Riccardi  
Melissa Riccardi  
A Notary Public of New Jersey  
My Commission Expires on: October 11, 2005

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**SCHEDULE A  
LEGAL DESCRIPTION**

All that certain Lot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Township of West Deptford, County of Gloucester, State of New Jersey:

**"FINAL AMENDED - PLAN OF LOTS - SECTION 2.3 - KINGS WOOD"**

Beginning at a point common corner of Lots 1 & 3, Block 351.23, said point being located the following described Seven (7) Courses from a point in the Northeasterly right of way line of Moore Road (50.00' wide), said point being corner to Lot 1, Block 351.23 common with Lot 16, Block 351.24, and extending; Thence

- a) Along the division line of Lot 1, Block 351.23, common with Lot 16, Block 351.24, North 52 degrees 10 minutes 11 seconds East, a distance of 100.00 feet, to a point; Thence
- b) Along the division line of Lot 1, Block 351.23, common with Lots 16, 15, 14, 13, 12 & part of 11, Block 351.24, South 37 degrees 49 minutes 49 second East, a distance of 118.85 feet, to a point; Thence
- c) Along the Southeasterly division line of Lot 1, Block 351.23, North 48 degrees 15 minutes 35 second East, a distance of 156.86 feet, to a point; Thence
- d) Continuing along said Southeasterly division line, North 60 degrees 15 minutes 30 seconds East, a distance of 141.11 feet, to a point; Thence
- e) Continuing along said Southeasterly division line, North 77 degrees 30 minutes 40 seconds East, a distance of 156.40 feet, to a point; Thence
- f) Continuing along said Southeasterly division line, North 54 degrees 19 minutes 15 seconds East, a distance of 47.51 feet to a point; Thence
- g) Traversing within the bounds of Lot 1, Block 351.23, North 35 degrees 40 minutes 45 seconds West, a distance of 2.90 feet to the point of beginning and extending from said beginning point; Thence
  - 1) Along the division line common to Lots 1 & 3, Block 351.23, South 73 degrees 16 minutes 15 seconds West, a distance of 186.66 feet, to a point, Thence
  - 2) Continuing along said common division line, North 16 degrees 43 minutes 45 seconds West, a distance of 90.00 feet, to a point; Thence

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**3) Continuing along same, North 73 degrees 16 minutes 15 second East, a distance of 186.66 feet, to a point; Thence**

**4) Continuing along same, South 16 degrees 43 minutes 45 seconds East, a distance of 90.00 feet, to the point and place of BEGINNING.**

**The above description is in accordance with a survey made by Consulting Engineer dated 06/23/04 revised 05/05/05.**

**NOTE: Being Lot(s) 1, Block 351.99, Tax Map of the Township of West Deptford, County of Gloucester.**

**NOTE : Lot and Block shown for informational purposes only.**



West Deptford Township  
 MUNICIPAL BUILDING  
 400 CROWN POINT ROAD  
 WEST DEPTFORD, NJ 08086

**Certificate**  
 Construction Code Division  
 (Certificate of Occupancy)

Date Issued	9/3/2009
Control Number	12918
Permit Number	20050501
Permit Issue Date	6/14/2005
Certificate Number	20050501

**Identification**

Block: 351.23 Lot: 1 **Qual:** CH75-98  
 Work Site Location: 75-98 Highbridge Lane Thorofare, NJ

Owner in Fee: D.R. Horton, Inc

Owner Address: 700 East Gate Drive Suite 110 Mt Laurel NJ 08054  
 Telephone: (856) 235-5150

Contractor: D.R. Horton, LLC

Address: 700 East Gate Drive Suite 110 Mt Laurel NJ 08054  
 Telephone: (856) 235-5150 Fax: \_\_\_\_\_  
 License Number or Builders Registration Number: \_\_\_\_\_  
 Federal Emp. Number: \_\_\_\_\_

Certificate Comments:

Home Warranty Number: \_\_\_\_\_

Type of Warranty Plan:  State  Private

Construction Classification: \_\_\_\_\_ Use Group: R-2

Maximum Occupancy Load: \_\_\_\_\_ Maximum Live Load: \_\_\_\_\_

Description of Work/Use: \_\_\_\_\_  
 Foundation & common areas for Bldg. F

**Certificate of Occupancy**

This serves notice that said building or structure has been constructed in accordance with the New Jersey Uniform Construction Code and is approved for occupancy.

**Certificate of Approval**

This serves notice that the work completed has been constructed or installed in accordance with the New Jersey Uniform Construction Code and is approved. If the permit was issued for minor work, this certificate was based upon what was visible at the time of inspection.

**Certificate of Continued Occupancy**

This serves notice that based on a general inspection of the visible parts of the building there are no imminent hazards and the building is approved for continued occupancy.

**Temporary Certificate of Compliance**

The following conditions must be met no later than \_\_\_\_\_ or the owner will be subject to fine or order to vacate: This certificate has an expiration date of: \_\_\_\_\_  
**Conditions to be met:**

**Certificate of Clearance - Lead Abatement 5:17**

This serves notice that based on written certification, lead abatement was performed as per NJAC5:17 to the following extent:

- Total removal of lead-based paint hazards in scope of work
- Partial or limited time period ( \_\_\_\_\_ years); see file

**Certificate of Clearance - Asbestos Abatement**

This serves notice that based on written certification, asbestos abatement was performed to the following extent:

- Total removal of asbestos hazards in scope of work
- Partial or limited time period ( \_\_\_\_\_ years); see file

**Certificate of Compliance**

This serves notice that said potentially hazardous equipment has been installed and/or maintained in accordance with the New Jersey Uniform Construction Code and is approved for use until \_\_\_\_\_

**Temporary Certificate of Occupancy**

The following conditions must be met no later than: \_\_\_\_\_ or the owner will be subject to fine or order to vacate: This certificate has an expiration date of: \_\_\_\_\_  
**Conditions to be met:**

Construction Official: \_\_\_\_\_ U.C.C. Form (rev. 08/05) Fee: \$84.00

Check Number: 100576 Date Printed: 10/29/2025  
 Collected By: sd Page 1



West Deptford Township  
MUNICIPAL BUILDING  
400 CROWN POINT ROAD  
WEST DEPTFORD, NJ 08086

# Certificate

Construction Code Division  
(Certificate of Occupancy)

Date Issued 4/19/2006  
Control Number 13052  
Permit Number 20050656  
Permit Issue Date 7/18/2005  
Certificate Number 20050656

### Identification

Block: 351.23 Lot: 1 Qual: CH090  
Work Site Location: 90 Highbridge Lane Thorofare, NJ

Owner in Fee: D.R. Horton

Owner Address: 700 East Gate Drive Mt Laurel NJ 08054

Telephone: (856) 235-5150

Contractor D.R. Horton, LLC

Address 700 East Gate Drive Suite 110 Mt Laurel NJ 08054

Telephone: (856) 235-5150 Fax: \_\_\_\_\_

License Number or Builders Registration Number: \_\_\_\_\_

Federal Emp. Number: \_\_\_\_\_

Home Warranty Number: \_\_\_\_\_

Type of Warranty Plan: \_\_\_\_\_

State  Private

Construction Classification: \_\_\_\_\_

Use Group: R-2

Maximum Occupancy Load: \_\_\_\_\_

Maximum Live Load: \_\_\_\_\_

Description of Work/Use: \_\_\_\_\_

Condo G 2nd floor

Certificate Comments: \_\_\_\_\_

**Certificate of Occupancy**

This serves notice that said building or structure has been constructed in accordance with the New Jersey Uniform Construction Code and is approved for occupancy.

**Certificate of Approval**

This serves notice that the work completed has been constructed or installed in accordance with the New Jersey Uniform Construction Code and is approved. If the permit was issued for minor work, this certificate was based upon what was visible at the time of inspection.

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This serves notice that based on a general inspection of the visible parts of the building there are no imminent hazards and the building is approved for continued occupancy.

**Temporary Certificate of Compliance**

The following conditions must be met no later than or the owner will be subject to fine or order to vacate: This certificate has an expiration date of: **Conditions to be met:**

**Certificate of Clearance - Lead Abatement 5:17**

This serves notice that based on written certification, lead abatement was performed as per NJACS:17 to the following extent.

Total removal of lead-based paint hazards in scope of work

Partial or limited time period ( \_\_\_\_\_ years); see file

**Certificate of Clearance - Asbestos Abatement**

This serves notice that based on written certification, asbestos abatement was performed to the following extent.

Total removal of asbestos hazards in scope of work

Partial or limited time period ( \_\_\_\_\_ years); see file

**Certificate of Compliance**

This serves notice that said potentially hazardous equipment has been installed and/or maintained in accordance with the New Jersey Uniform Construction Code and is approved for use until \_\_\_\_\_

**Temporary Certificate of Occupancy**

The following conditions must be met no later than: or the owner will be subject to fine or order to vacate: This certificate has an expiration date of: **Conditions to be met:**

Construction Official \_\_\_\_\_ U.C.C. Form (rev. 08/05) Fee: \$34.00

Check Number: 100824  
Collected By: sd

Date Printed: 10/29/2025  
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