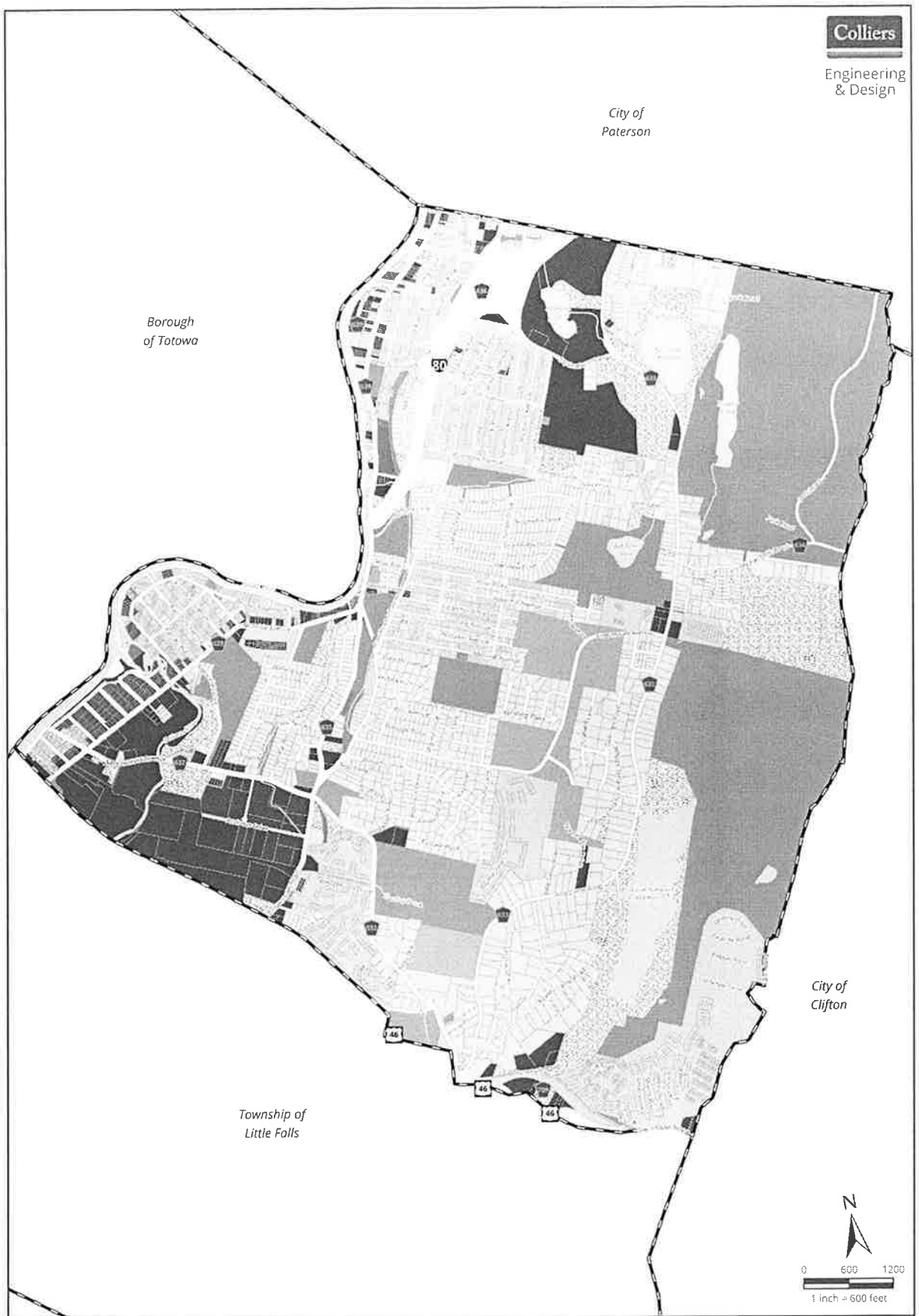








## Appendix G | Fourth Round Vacant Land Adjustment Analysis



**EXISTING 2025 LAND USE**  
**BOROUGH OF WOODLAND PARK**  
PASSAIC COUNTY, NEW JERSEY

Version 5 - June 12, 2025  
WDB002  
MODIV Tax Data from February 27, 2025

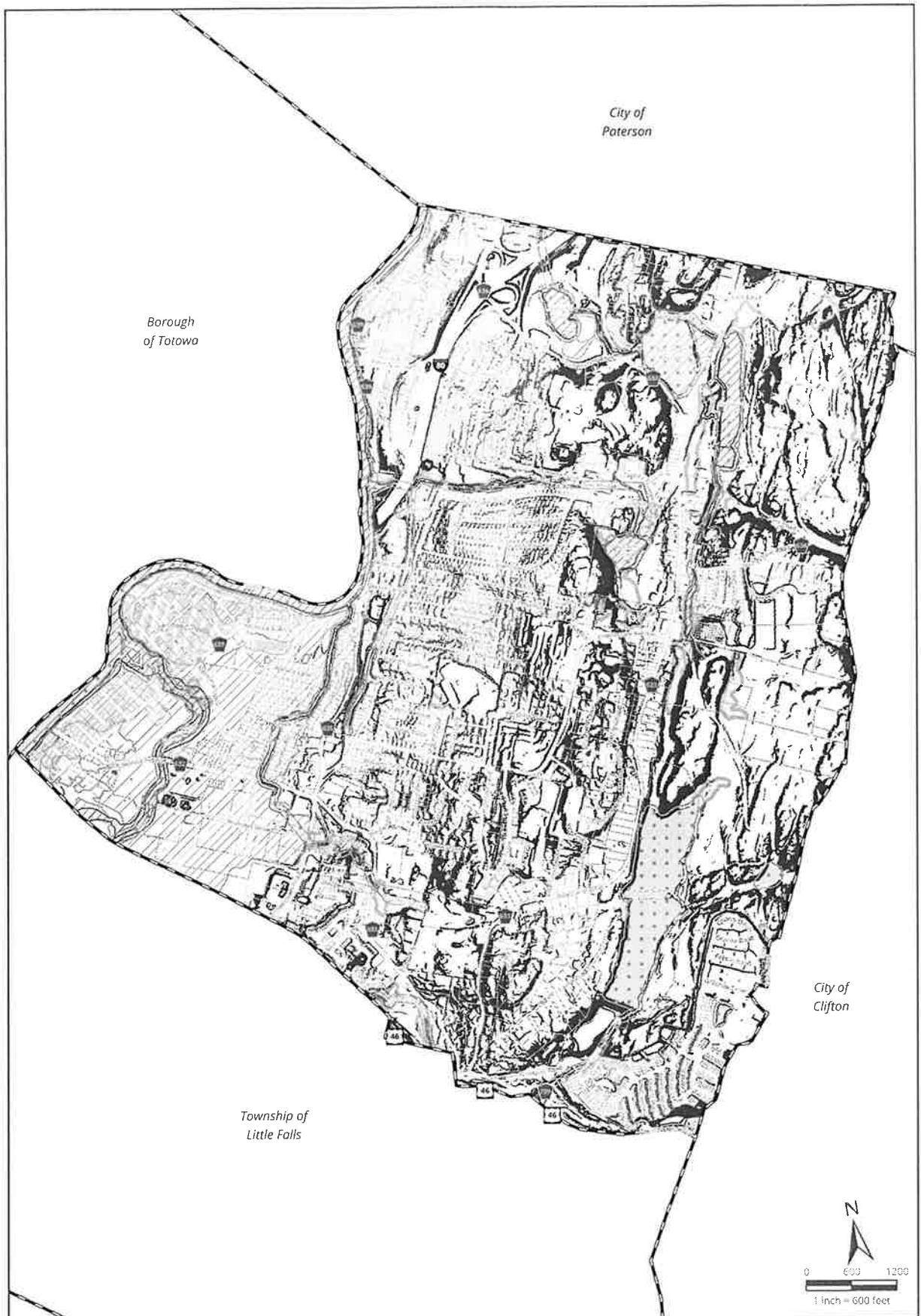
**Legend**

- Municipal Boundary
- Waterbodies
- Non-Category 1 Streams

**Land Use**

- Vacant (Class 1)
- Residential (Class 2)
- Apartment (Class 4C)
- Farmland (Class 3B)
- Commercial (Class 4A)
- Industrial (Class 4B)
- Common Area
- Public School Property (Class 15A)
- Public Property - Building/Facility (Class 15C)
- Public Property - Vacant (Class 15D)
- Church and Charitable Property (Class 15E)
- Cemeteries and Graveyards (Class 15F)
- Other Tax Exempt Property (Class 15G)
- Unknown (No Tax Record)





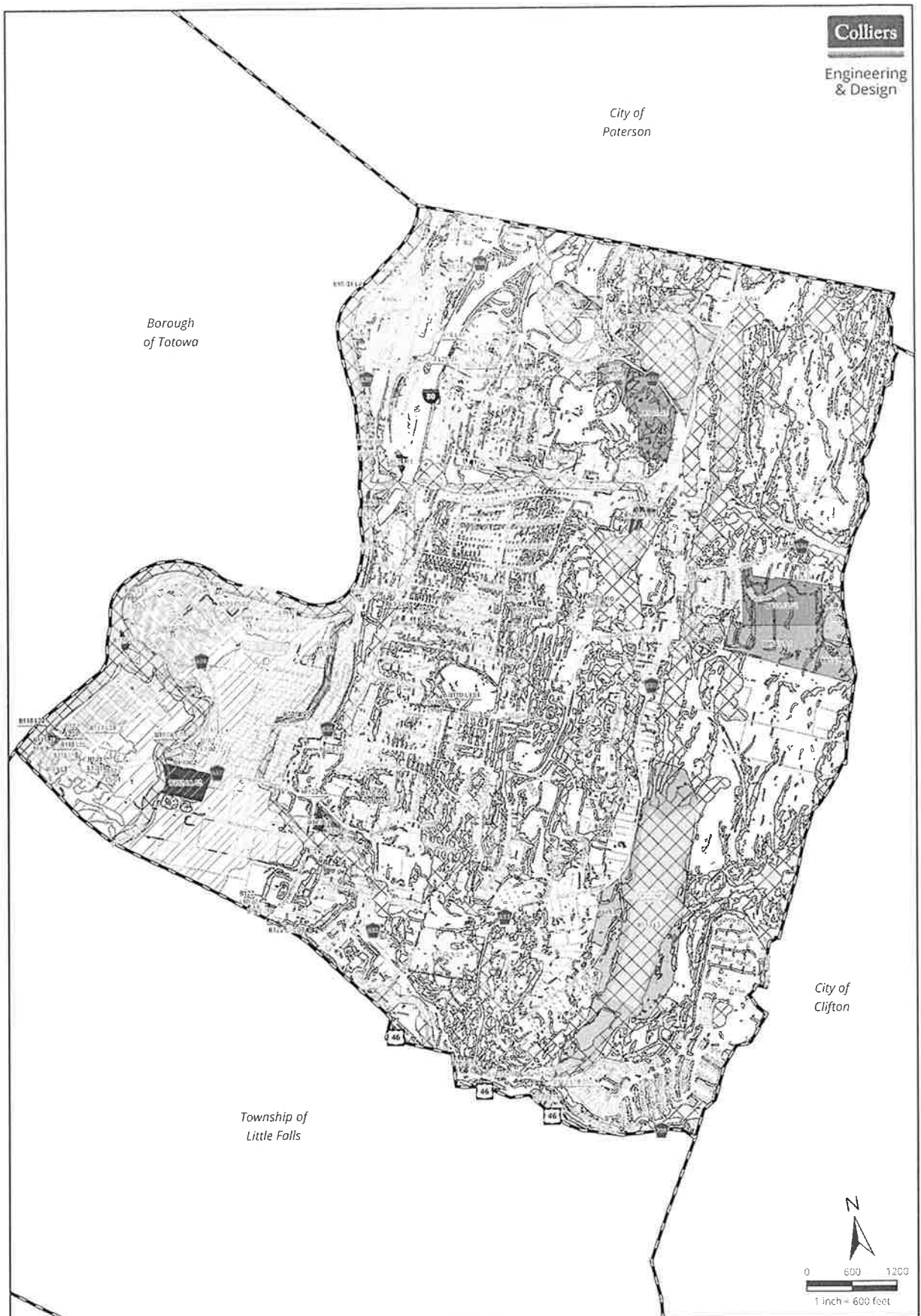
**ENVIRONMENTAL CONSTRAINTS**  
**BOROUGH OF WOODLAND PARK**  
 PASSAIC COUNTY, NEW JERSEY

Version 5 - June 12, 2025  
 WDR002

**Legend**

- |                        |   |
|------------------------|---|
| Municipal Boundary     | Wetlands  |
| Parcels                | 50-ft Wetlands Buffer                             |
| Waterbodies            | FEMA Special Flood Hazard Area - Zone AE Floodway |
| Non-Category 1 Streams | FEMA Special Flood Hazard Area - Zone AE          |
| 50-ft Riparian Zone    | Slopes 15% or greater                             |

**Colliers**  
 Engineering  
 & Design



**VACANT LANDS**  
**BOROUGH OF WOODLAND PARK**  
 PASSAIC COUNTY, NEW JERSEY

Version 5 - June 12, 2025  
 WDB002

**Legend**

- Municipal Boundary
- Parcels
- Environmental Constraints
- Waterbodies
- Non-Category 1 Streams
- FEMA Special Flood Hazard Area - Zone AE Floodway
- FEMA Special Flood Hazard Area - Zone AE

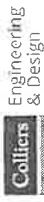
**Developable**

- Potential Development
- Potential Infill Development
- Potential Infill Development, No Water Access
- Included in 3rd Round RDP

**Not Developable**

- Environmentally Constrained
- Undersized or Irregularly Shaped
- No Public Street Frontage
- Other





Borough of Woodland Park  
Vacant Land Analysis  
Version 5 - June 13, 2025

Block	Lot	Owner	Address	Property Class	Zone District	Total Acres	Constrained Acres	Remaining Acres	Buildable Acres	Constraint Description	Status	Included in 3rd Round RFP	Included in 4th Round RFP	Potential Units	RFP
1	11	Borough of Woodland Park	McBride Ave	15C	CBD	0.059	0.023	0.036		Riparian, Steep Slopes	This site is designated for drainage in the Borough's Tax Maps (Sheet 2). Environmentally Constrained	No	No	No	No
1	16	568 McBride Ave Holdings, LLC	568 McBride Ave	15C	CBD	0.075	0.021	0.054		Riparian, Steep Slopes		No	No	No	No
4	22, 24	Shawabzen Murad Al & Shima Rivas	Ferrary Place	1	R-C	0.098	0.000	0.098		Riparian, Steep Slopes	Under-sized	No	No	No	No
6	1	Rodia Paolo	531 McBride Ave	1	CBD	0.073	0.005	0.068		Steep Slopes	Environmentally Constrained	No	No	No	No
6	2	Assessed with Lot 1		1	CBD	0.074	0.063	0.011		Steep Slopes	Environmentally Constrained	No	No	No	No
8	34	Borough of Woodland Park	Marcellus Ave Rear	15C	R-C	0.032	0.013	0.019		Steep Slopes	Environmentally Constrained	No	No	No	No
8	38	Assessed with Lot 34		15C	R-C	0.041	0.025	0.016		Steep Slopes	Environmentally Constrained	No	No	No	No
10, 11	7	Abene, Mark	Willow Way	1	CBD	0.037	0.037	0.000		Riparian, Steep Slopes	Environmentally Constrained	No	No	No	No
11	4	587 McBride Ave, LLC	McBride Ave	1	CBD	0.042	0.000	0.042		Steep Slopes	Under-sized	No	No	No	No
15	10	Borough of Woodland Park	Chestnut Grove Ave	15C	R-C	0.047	0.042	0.005		Steep Slopes	Environmentally Constrained	No	No	No	No
16	18	Borough of Woodland Park	Maple Ave	15C	R-C	0.121	0.001	0.120		Steep Slopes	This site is designated for drainage in the Borough's Tax Maps (Sheet 2). Environmentally Constrained	No	No	No	No
17	10	Borough of Woodland Park	4th Pleasant Ave	15C	R-C	0.046	0.000	0.046		Steep Slopes	This site is designated for drainage in the Borough's Tax Maps (Sheet 2). Environmentally Constrained	No	No	No	No
17	20, 21	Assessed with Lot 10 (noncontiguous)		15C	R-C	0.045	0.000	0.045		Steep Slopes	Under-sized	No	No	No	No
18	5, 01	Mercadon Martin D. & Maria I	15 Hillery St	1	CBD	0.038	0.000	0.038		Water, Riparian, Wetlands, Steep Slopes	Environmentally Constrained	No	No	No	No
18	27	Assessed with Lot 30 (noncontiguous)		15C	CBD	0.418	0.418	0.000		Riparian, Steep Slopes	Environmentally Constrained	No	No	No	No
18	28	Assessed with Lot 30 (noncontiguous)		15C	CBD	0.394	0.057	0.337		Water, Riparian, Wetlands, Steep Slopes	Environmentally Constrained	No	No	No	No
18	30	Borough of Woodland Park	McBride Ave	15C	CBD	0.092	0.051	0.041		Water, Riparian, Wetlands, Steep Slopes	Environmentally Constrained	No	No	No	No
18	31	Assessed with Lot 30		15C	CBD	0.051	0.041	0.010		Water, Riparian, Wetlands, Steep Slopes	Environmentally Constrained	No	No	No	No
18	36	Assessed with Lot 30 (noncontiguous)		15C	CBD	0.294	0.287	0.007		Stream, Water, Riparian, Wetlands, Steep Slopes	Environmentally Constrained	No	No	No	No
32	1, 02	Garrett Min Dow Vail, C/O Ryan LLC	New Street	1	HO	6.246	5.322	0.923	0.923	Areas between environmental constraints with a width less than 80 feet and isolated areas were removed, which resulted in a total of 0.923 remaining developable acres.	Environmentally Constrained	No	No	No	No
34	6	Borough of Woodland Park	New St	15C	R-B	0.099	0.047	0.052		Steep Slopes	Part of required off-street parking for restaurant on adjacent Lot B.	No	No	No	No
34	7	Assessed with Lot 6		15C	R-B	0.088	0.013	0.075		Steep Slopes	Environmentally Constrained	No	No	No	No
34	11, 01	Elkbyy Amal	New St	1	R-B	0.056	0.013	0.043		Steep Slopes	Environmentally Constrained	No	No	No	No
35	1	Passaic Valley Water Comm	Rifle Camp Road	1	R-B	0.596	0.296	0.301		Stream, Riparian, Steep Slopes	This site is owned by a private utility, Passaic Valley Water Commission ("PVWC"), and contains a utility structure. Additionally, pursuant to a letter from Valerie Brismar, Esq., General Counsel for the Commission, dated January 22, 2025, the lot is not developable and "must remain as natural woodlands, which serve as a buffer and are an essential element of the PVWC's water infrastructure."	No	No	No	No
36	2, 01	Borough of Woodland Park	McBride Ave	15C	R-C	0.023	0.004	0.019		Steep Slopes	This site is designated for drainage in the Borough's Tax Maps (Sheet 3).	No	No	No	No
36	32	Borough of Woodland Park	Jackson Avenue	15C	R-C	0.025	0.002	0.023		Steep Slopes	This site is designated for drainage in the Borough's Tax Maps (Sheet 3).	No	No	No	No
37	15, 01	Borough of Woodland Park	Randazzo Lane	15C	R-C	0.036	0.001	0.035		Steep Slopes	This site is designated for drainage in the Borough's Tax Maps (Sheet 3).	No	No	No	No
37	24	Mitchell Andrew & Jo-Anne	McKown Ave	1	R-C	0.057	0.076	0.081		Steep Slopes	Environmentally Constrained	No	No	No	No
37	25	Assessed with Lot 24		1	R-C	0.062	0.007	0.055		Steep Slopes	Environmentally Constrained	No	No	No	No
38	16, 01	Borough of Woodland Park	Randazzo Lane	15C	R-C	0.034	0.001	0.033		Steep Slopes	This site is designated for drainage in the Borough's Tax Maps (Sheet 3).	No	No	No	No
38	23	Borough of Woodland Park	McKown Ave	15C	R-C	0.041	0.040	0.001		Steep Slopes	Environmentally Constrained	No	No	No	No
38	24	Assessed with Lot 23		15C	R-C	0.041	0.040	0.001		Steep Slopes	Environmentally Constrained	No	No	No	No
39	26	Assessed with Lot 23		15C	R-C	0.041	0.036	0.005		Steep Slopes	Environmentally Constrained	No	No	No	No
39	27	Assessed with Lot 23		15C	R-C	0.041	0.036	0.005		Steep Slopes	Environmentally Constrained	No	No	No	No
41	1, 03	Berkeley & Company LLC	Rifle Camp Rd	1	MXD	12.469	0.383	12.086		Steep Slopes	Areas between environmental constraints with a width less than 80 feet and isolated areas were removed, which resulted in a total of 0.505 remaining developable acres. Therefore, this site is categorized as Potential Infill Development.	Yes	No	No	No
41	1, 04	Berkeley & Company LLC	Rifle Camp Rd	1	MXD	3.273	1.684	1.589		Steep Slopes	Areas between environmental constraints with a width less than 80 feet and isolated areas were removed, which resulted in a total of 0.505 remaining developable acres. Therefore, this site is categorized as Potential Infill Development.	No	No	No	No
41	1, 06	WP Developer, LLC	Rifle Camp Road	1	R-B	2.945	2.440	0.505		Steep Slopes	Areas between environmental constraints with a width less than 80 feet and isolated areas were removed, which resulted in a total of 0.505 remaining developable acres. Therefore, this site is categorized as Potential Infill Development.	No	No	No	No
43	38	Salomone Joseph & Paul Trustees	226 Salomone Ave	1	R-C	0.105	0.036	0.069		Steep Slopes	This site is owned by a private utility, PVWC. Pursuant to Mr. Brismar's January 2025 letter the property is not developable and "must remain as natural woodlands, which serve as a buffer and are an essential element of the PVWC's water infrastructure."	No	No	No	No
46	1	Passaic Valley Water Comm	Wilson Ave	1	R-A	4.439	3.269	1.170		Riparian, Steep Slopes	This site is owned by a private utility, PVWC. Pursuant to Mr. Brismar's January 2025 letter the property is not developable and "must remain as natural woodlands, which serve as a buffer and are an essential element of the PVWC's water infrastructure."	No	No	No	No
46	2, 10	Islam Mohammed, Mehdi & Nadia	Wilson Ave	1	R-A	1.014	0.148	0.866		Steep Slopes	The 0.866-acre remaining area on this lot is reduced to 0.817 acres due to a 15-foot-wide R.O.W. along the southern property line illustrated on the Tax Map (Sheet 4). However, the property does not have access to public water and is located along a private R.O.W., which the PVWC does not have permission to install water mains in. Additionally, there are severe topographic conditions between the closest water main and the site, which makes future public water installations unlikely. Therefore, this site is unable to be developed with multiple units and is categorized as Potential Infill Development.	No	No	No	No
47	1	Passaic Valley Water Comm	Wilson Ave	1	OSR	22.140	17.966	4.174		Stream, Water, Riparian, Wetlands, Steep Slopes	This site is owned by a private utility, PVWC, and contains the New Street Reservoir. Additionally, Mr. Brismar's January 2025 letter indicates the property is not developable and "must remain as natural woodlands, which serve as a buffer and are an essential element of the PVWC's water infrastructure."	No	No	No	No
52	11	Borough of Woodland Park	Maple Ave	15C	R-C	0.467	0.172	0.295		Steep Slopes	Environmentally Constrained	No	No	No	No
53	16	Alexandrelli Rosemarie	McBride Ave	1	CBD	0.347	0.286	0.061		Steep Slopes	Environmentally Constrained	No	No	No	No
55	8	Borough of Woodland Park	Woodrow Ave	15C	R-C	0.098	0.050	0.048		Steep Slopes	This site is designated as a right-of-way in the Borough's Tax Maps (Sheet 0) and contains a paved driveway/way to the adjacent park on Block 56.02, Lot 33.	No	No	No	No
56	8, 04	SAH Management, LLC	284 Rifle Camp Rd	1	R-B	0.384	0.136	0.248		Steep Slopes	Building Under Construction	No	No	No	No
56	18, 01	Borough of Woodland Park	Casson Lane	15C	R-C	1.744	1.744	0.000		Stream, Riparian, Wetlands, Steep Slopes	Environmentally Constrained	No	No	No	No





Borough of Woodland Park  
Vacant Land Analysis  
Version 5 - June 13, 2025

Block	Lot	Owner	Address	Property Class	Zone	Total Acres	Constrained Acres	Remaining Acres	Buildable Acres	Constraint Description	Status	Included in 3rd Round RDP	Included in 4th Round RDP	Potential Units	RDP
57	1	Borough of Woodland Park	McBride Ave	15C	CBD	0.039	0.039	0.012		Water, Riparian, Wetlands, Steep Slopes	Environmentally Constrained	No	No		
57	23	Borough of Woodland Park	McBride Ave	15C	CBD	0.291	0.279			Water, Riparian, Wetlands, Steep Slopes	Environmentally Constrained	No	No		
57	34	Assessed with Lot 33	14 Bergen Blvd	15C	OSR	0.057	0.011	0.071		Water, Riparian, Wetlands, Steep Slopes	Environmentally Constrained	No	No		
57	35	Borough of Woodland Park	18 Bergen Blvd	15C	OSR	0.157	0.135	0.007		Riparian, Steep Slopes	Environmentally Constrained	No	No		
57	35.01	Mowad Mohamed	22 Bergen Blvd	1	OSR	0.049	0.042	0.005		Riparian, Steep Slopes	Environmentally Constrained	No	No		
57	75.02	Borough of Woodland Park	106 Bergen Blvd	15C	OSR	0.033	0.009	0.086		Riparian, Steep Slopes	Environmentally Constrained	No	No		
57	76	Assessed with Lot 75.07		15C	OSR	0.033	0.009	0.007		Riparian, Steep Slopes	Environmentally Constrained	No	No		
57	77	Assessed with Lot 75.02		15C	OSR	0.035	0.007	0.077		Riparian	Environmentally Constrained	No	No		
57	78	Borough of Woodland Park	116 Bergen Blvd	15C	OSR	0.054	0.013	0.012		Riparian, Steep Slopes	Environmentally Constrained	No	No		
57	85	Assessed with Lot 85		15C	R-B	0.050	0.013	0.012		Steep Slopes	Potential Infill Development	No	No		
57	86	Borough of Woodland Park	Brophy Lane	15C	R-B	0.045	0.033	0.012		Steep Slopes	Environmentally Constrained	No	No		
60.01	7	Mario Nicholas & Christine	199 Brownstown Rd	1	R-B	0.732	0.226	0.506	0.506	Steep Slopes	Environmentally Constrained	No	No		
64	14	Patricia Glady	Hillcrest Ave	1	R-C	0.050	0.016	0.034		Steep Slopes	Environmentally Constrained	No	No		
65	21	Srinare Franco & Samir	Archer Ave	1	R-C	0.062	0.023	0.097		Steep Slopes	Environmentally Constrained	No	No		
65	24	Stratone Franco & Samir	Hillcrest Ave	1	R-C	0.062	0.024	0.060		Steep Slopes	Environmentally Constrained	No	No		
70	5	Borough of Woodland Park	Hospital Ave	15C	R-C	0.048	0.048	0.011		Steep Slopes	Environmentally Constrained	No	No		
72	9	125 Cedarhurst Avenue LLC	125 Cedarhurst Ave	1	R-C	0.034	0.029	0.011		Steep Slopes	Environmentally Constrained	No	No		
77	10.01	Lots 9, 10, and 10.01 have been consolidated into Lot 9.02		1	R-C	0.016	0.014	0.005		Wetlands, Steep Slopes	Environmentally Constrained	No	No		
80	6	Shukla Binchandra & Urmila	Rose Place	1	R-B	0.066	0.059	0.035		Wetlands, Steep Slopes	Environmentally Constrained	No	No		
80	7	Assessed with Lot 6		1	R-B	0.066	0.063	0.003		Wetlands, Steep Slopes	Environmentally Constrained	No	No		
80	8	Assessed with Lot 6		1	R-B	0.066	0.062	0.005		Wetlands, Steep Slopes	Environmentally Constrained	No	No		
80	9	Shukla Binchandra & Urmila	Rose Place	1	R-B	0.066	0.058	0.007		Wetlands, Steep Slopes	Environmentally Constrained	No	No		
80	10	Assessed with Lot 9		1	R-B	0.066	0.057	0.009		Wetlands, Steep Slopes	Environmentally Constrained	No	No		
80	11	Assessed with Lot 9		1	R-B	0.108	0.103	0.005		Wetlands, Steep Slopes	Environmentally Constrained	No	No		
85	7.01	NJ 385 Rifle Camp, LLC	385 Rifle Camp Rd	1	R-I	13.890	2.673	22.753	13.515	Steep Slopes	Environmentally Constrained	No	Yes	108	22
85	13.01	NJ 385 Rifle Camp, LLC	Weasel Drift Rd	1	R-I	14.874	3.338	2.437	2.437	Steep Slopes	Environmentally Constrained	Yes	No	19	4
85	7.02	NJ 385 Rifle Camp, LLC	Rifle Camp Road	1	R-I	5.333	2.896	0.399	0.399	Steep Slopes	Potential Infill Development	No	No		
85	11.02	Santamaria Arango, Diego A.	Weasel Drift Rd	1	R-B	0.142	0.120	0.220	0.220	Riparian, Steep Slopes	Potential Infill Development	No	No		
85	11.05	Westrick Corbin	Hill Camp Rd	1	R-B	0.116	0.017	0.092	0.092	Riparian, Steep Slopes	Potential Infill Development	No	No		
85	14	Garrett Pointe Assoc A NJ Ptn	Weasel Drift Rd	1	R-H	5.051	1.574	3.477	0.399	Steep Slopes	Environmentally Constrained	No	No		
85	15.04	Torres, Cristina	Weasel Drift Rd	1	R-A	0.483	0.089	0.399	0.399	Steep Slopes	Environmentally Constrained	No	No		
86	28	JW Holding	218 Bergen Blvd	1	R-B	0.274	0.053	0.220	0.220	Riparian, Steep Slopes	Potential Infill Development	No	No		
86	30	JW Holding	218 Bergen Blvd	1	R-B	0.078	0.009	0.132	0.132	Riparian, Steep Slopes	Potential Infill Development	No	No		
86	31	Assessed with Lot 30		1	R-B	0.072	0.008	0.055	0.055	Riparian, Steep Slopes	Environmentally Constrained	No	No		
86	32	JW Holding Grp A NJ Ptn	Bergen Blvd	1	R-B	0.060	0.004	0.107	0.107	Riparian, Steep Slopes	Environmentally Constrained	No	No		
99	10	1034 McBride Ave LLC	1034 McBride Ave	1	CBD	0.055	0.000	0.094	0.094	Understud	This site contains an existing non-residential building	No	No		
99	11	Assessed with Lot 10		1	CBD	0.049	0.000	0.094	0.094	Understud	This site contains an existing non-residential building	No	No		
102	37	Menorca Math	Passaic Ave	1	R-B	0.046	0.000	0.094	0.094	Understud	This site contains an existing non-residential building	No	No		
102	38	Assessed with Lot 37		1	R-B	0.048	0.000	0.094	0.094	Understud	This site contains an existing non-residential building	No	No		
107	1	Assessed with Lot 1.01		1	R-M	4.228	1.187	4.360	4.360	Stream, Water, Riparian, Wetlands, Steep Slopes	Potential Infill Development	No	No		
107	1.01	100 Memorial Drive, LLC	115-155 Luckawanna Ave	1	R-M	0.691	0.139	0.255	0.255	Stream, Water, Riparian, Wetlands, Steep Slopes	Potential Infill Development	No	No		
107	1.02	Assessed with Lot 1.01		1	R-M	0.237	0.000	0.255	0.255	Stream, Water, Riparian, Wetlands, Steep Slopes	Potential Infill Development	No	No		
107	2	Assessed with Lot 1.01		1	R-M	0.657	0.106	0.255	0.255	Stream, Water, Riparian, Wetlands, Steep Slopes	Potential Infill Development	No	No		
107	3.02	De Nora Barbara	Mammoth Drive	1	CBD	0.255	0.000	0.255	0.255	Stream, Water, Riparian, Wetlands, Steep Slopes	Potential Infill Development	No	No		
107	12	Assessed with Lot 13		15C	CBD	0.184	0.179	0.005	0.005	Stream, Water, Riparian, Wetlands, Steep Slopes	Environmentally Constrained	No	No		
107	13	Borough of Woodland Park	McBride Ave	15C	CBD	0.129	0.129	0.005	0.005	Stream, Water, Riparian, Wetlands, Steep Slopes	Environmentally Constrained	No	No		
110	3.01	Borough of Woodland Park	Morley Drive	15C	R-B	0.220	0.062	0.128	0.128	Stream, Water, Riparian, Wetlands, Steep Slopes	Potential Infill Development	No	No		
110	3.02	Borough of Woodland Park	Pershing Place	15C	R-B	0.443	0.107	0.336	0.336	Stream, Water, Riparian, Wetlands, Steep Slopes	Potential Infill Development	No	No		



Borough of Woodland Park  
Vacant Land Analysis  
Version 5 - June 13, 2025

Block	Lot	Owner	Address	Property Class	Zone District	Total Acres	Constrained Acres	Remaining Acres	Buildable Acres	Constraint Description	Status	Included in 3rd Round RFP	Included in 4th Round RFP	Potential Units
110	9.01	Borough of Woodland Park	Maple Drive	15C	R-B	0.116	0.114	0.002		Wetlands, Steep Slopes	Environmentally Constrained	No	No	No
110.05	14.02	Pennell, Alette	Westcott Ave	1	R-B	1.786	0.666	0.620	0.630	Steep Slopes	Potential Infill Development	No	No	No
110.12	4.01	Turquoise Lane	Rifle Camp Rd	1	R-A	0.634	0.264	0.371	0.371	Steep Slopes	Potential Infill Development	No	No	No
111	9.01	St Ann's Melkite Catholic Church	Rifle Camp Rd	3B	R-A	12.121	2.821	9.301	9.301	Steep Slopes	This site is located in the R-A Zone, which is a detached single-family residential zone with a minimum lot size of a half acre. This site is surrounded by single-family homes on 3 sides and a church on the fourth. This site is not suitable for multi-family development as that type of development would be inconsistent with the surrounding uses. As a result, the identified area does not meet the site suitability test and is instead categorized as Potential Infill Development.	No	No	No
111	14	NJ State Transportation Dept	946 Rifle Camp Rd	15C	R-A	0.638	0.408	0.230		Steep Slopes	This site is owned by the NJ Department of Transportation. The southern half of this site is developed with the Lackawanna Avenue - Rifle Camp Road - Great Notch Road traffic circle.	Yes	No	No
113	3	Pascale Valley Water Comm.	Rifle Camp Rd	1	OSR	72.297	53.880	18.417		Stream, Water, Riparian, Wetlands, Steep Slopes	This site is owned by a private utility, PWWC, and contains the Great Notch Reservoir. Additionally, Mr. Brisman's January 2025 letter indicates the property is not developable and "...must remain as natural woodlands, which serve as a buffer and are an essential element of the PWWC's water infrastructure..."	No	No	No
113	18	State of New Jersey D.O.T.	Route 46	15C	RGC	1.205	0.429	0.820		Riparian, Steep Slopes	This site is owned by the NJ Department of Transportation. Great Notch Road is present in the northern half of the site and the on-ramp to Route 46 West from Great Notch Road is located in the center of the site. Additionally, the southeastern corner of the site contains required parking for the restaurant on adjacent Lot 17.	No	No	No
113	18.01	Assessed with Lot 18		15C	RGC	0.129	0.085					No	No	No
113	21.06	60 Netch Road LLC	Notch Road	1	WCC	0.583	0.314	0.269		Steep Slopes	This site contains an existing non-residential building.	No	No	No
113	25.02	Papasas Peter & Lorraine	Old Rifle Camp Rd	1	R-A	0.575	0.098	0.477	0.477	Steep Slopes	Potential Infill Development	No	No	No
114	1	Pascale Valley Water Comm	Rifle Camp Rd	1	R-A	4.446	0.733	3.713		Steep Slopes	This site is owned by a private utility, PWWC. Pursuant to Mr. Brisman's January 2025 letter the property is not developable and "...must remain as natural woodlands, which serve as a buffer and are an essential element of the PWWC's water infrastructure..."	No	No	No
117	25	Pennell Marco	Linden Ave	1	CRD	0.063	0.000					No	No	No
117	26	Assessed with Lot 25		1	CRD	0.060	0.000	0.235	0.235		Potential Infill Development	No	No	No
117	27	Assessed with Lot 25		1	CRD	0.064	0.000					No	No	No
117	28	Assessed with Lot 25		1	CRD	0.058	0.000					No	No	No
118	18	Borough of Woodland Park	8 Lackawanna Ave	15C	OSR	0.069	0.004	0.130	0.130	Steep Slopes	Potential Infill Development	No	No	No
118	19	Assessed with Lot 18		15C	OSR	0.068	0.003					No	No	No
118	20	NJ State Dept of Environ Protection	37 Rancillife Ave	15C	OSR	0.061	0.005			Steep Slopes	Environmentally Constrained	No	No	No
118	21	Assessed with Lot 20		15C	OSR	0.063	0.004	0.114				No	No	No
118	22	Borough of Woodland Park	2 Lackawanna Ave	15C	OSR	0.066	0.027	0.089		Riparian, Steep Slopes	Environmentally Constrained	No	No	No
119	1	Five Investors Inc	1290 McBrine Ave	1	CRD	0.053	0.000					No	No	No
119	2	Assessed with Lot 2	1288 McBrine Ave	1	CRD	0.053	0.000	0.158	0.158		Potential Infill Development	No	No	No
119	3	Borough of Woodland Park	Rancillife Ave	15C	R-B	0.043	0.016	0.074	0.074	Riparian, Steep Slopes	Environmentally Constrained	No	No	No
119	20	Assessed with Lot 19		15C	R-B	0.057	0.004					No	No	No
121	1.01	1265 McBrine Ave LLC	Lackawanna Ave	1	CRD	0.174	0.004					No	No	No
121	5	1265 McBrine Ave LLC	68 Lackawanna Ave	1	CRD	0.090	0.019	0.851		Steep Slopes	Part of required off-street parking for gun range on adjacent Lot 2.	No	No	No
121	5.01	1265 McBrine Ave LLC	28 Lackawanna Ave	1	CRD	0.702	0.092				This site appeared in front of the Zoning Board on February 24, 2025 for Preliminary & Final Site Plan approval for outdoor storage. During the hearing, Zane Cullen, PE of MidAtlantic Engineering Partners, LLC testified that the site contains pockets of wetlands, which the NJDEP has verbally indicated will have a 50-foot buffer. He also stated that the Pockman River, which immediately abuts the site to the west, causes the entire site to be within the Special Flood Hazard Area - Zone AE and that the State will not allow the construction of any buildings on the site. Therefore, this site is Environmentally Constrained.	No	No	No
122	1.02	Lackawanna Ventures, LLC	128-182 Lackawanna Ave	1	AIR	5.094	0.943	4.151		Water, Riparian, Wetlands, Steep Slopes, Special Flood Hazard - Zone AE	Due to steep slopes, this site is divided into multiple sections, two of which are greater than 0.125 acres. The 0.366-acre section in the northwest corner of the property contains 4,072 square feet of an adjacent parking area, reducing the remaining acres to 0.273 acres. The 0.562-acre section in the eastern half of the area is partially developed with a Route 46 access ramp totaling 13,712 square feet. Therefore, the remaining area of this section is reduced to 0.237 acres. Based on the above, this site is in the Potential Infill Development category.	No	No	No
122	10	Schwartz Jay	Browertown Rd	1	RGC	1.154	0.440					No	No	No
122	10.02	Assessed with Lot 10		1	RGC	0.310	0.034	1.005	0.510	Steep Slopes	No Public Street Frontage	No	No	No
122	10.03	Assessed with Lot 10		1	RGC	0.015	0.000					No	No	No
123	1	Pascale County Counsel	Browertown Rd	15C	NC	0.601	0.250	0.351		Wetlands, Steep Slopes	This lot is irregularly shaped with a depth that ranges from 18.2 feet in the south to 31.9 feet in the north, which cannot accommodate development. Therefore, this site is in the Irregularly Shaped category.	No	No	No
123	5	Espinal-Sanchez G. & Valencia D.	Browertown Road	1	NC	0.176	0.039	0.136		Steep Slopes		Yes	No	No
124	1	Pascale County Counsel	310-338 Lackawanna Ave	15C	SCRD	0.820	0.359	0.471	0.471	Wetlands, Steep Slopes	Potential Infill Development	No	No	No
127	1	J W Holding	River Blvd	1	R-B	0.465	0.446	0.019		Water, Riparian, Wetlands, Steep Slopes	Environmentally Constrained	No	No	No

Borough of Woodland Park  
Vacant Land Analysis  
Version 5 - June 13, 2025



Block	Lot	Owner	Address	Property Class	Zone District	Total Acres	Constrained Acres	Remaining Acres	Buildable Acres	Constraint Description	Status	Included in 3rd Round RDP	Included in 4th Round RDP	Potential Units	RDP
501	26.01	Pomante, Antilio & Antoinette	McBride Ave	I	CBD	1.901	0.363	1.538		Riparian, Steep Slopes	This site contains 1,538 acres outside of the riparian zone from the adjacent Doyling Brook and steep slopes present on the property. However, the entire site is within the FEMA Special Flood Hazard Area Zone AE, including the floodway. McBride Avenue, the site's public street access is also within the FEMA Special Flood Hazard Area AE. It is this office's understanding that NIDEP will not allow multi-family construction if the means of egress is one foot or less above flood elevation and of sufficient capacity to serve the occupant load. As the entire site and the surrounding road network are within the FEMA Special Flood Hazard Area Zone AE, this site not developable for multi-family housing and the site is instead in the Potential Infill Development category.	No	No		
501	27	Borough of Woodland Park	McBride Ave	15C	B-B	3.273	3.216	0.059	38.642	Stream, Riparian, Steep Slopes	Unrecoverably Constrained	No	No	114	27

**Notes:**  
All properties included in the table have a Property Class value of "1" (Vacant), "3B" (Farmland), or "15C" (Public Property)  
Properties included in the table are within the Floodplain Zoning Area (FPA)  
Regard 15A, Flood 150-foot buffer from the 41'150-foot floodway  
Wetlands - Includes properties encumbered by a 50 and/or 150-foot buffer  
Underused - 0 to 0.125 acres  
Potential Infill Development - 0.125 to 0.625 buildable acres  
Potential Development - 0.625 or more buildable acres

## Appendix H | K Hovnanian 2 Quarry Drive Deed Restriction and Repayment Mortgage



**JOSEPH PATERNO, III**  
Prepared by:

NEW JERSEY HOUSING AND MORTGAGE FINANCE AGENCY  
HOUSING AFFORDABILITY SERVICE  
637 South Clinton Avenue  
P.O. Box 18550  
Trenton, NJ 08650-2085



00HWM0

MANDATORY DEED FORM FOR OWNERSHIP UNITS  
Deed

**DEED-RESTRICTED AFFORDABLE HOUSING UNIT WITH  
RESTRICTIONS ON RESALE AND REFINANCING**

To State Regulated Property  
With Covenants Restricting Conveyance  
And Mortgage Debt

This DEED is made on this day **August 27, 2015** by and between

**James Goble and Patricia Goble, Husband and Wife** (Grantors) whose address is **2 Quarry Drive, Unit A2, Woodland Park, NJ 07424** and

**Ida Reznik, Widow** (Grantee), whose address about to become **2 Quarry Drive, Unit A2, Woodland Park, NJ, 07424**.

Article 1. Consideration and Conveyance

In return for payment to the Grantor by the Grantee of **Sixty Six Thousand, Two Hundred Eighty Two Dollars, (\$66,282.00)**, the receipt of which is hereby acknowledged by the Grantor, the Grantor hereby grants and conveys to the Grantee all of the land and improvements thereon as is more specifically described in Article 2, hereof (the Property).

Article 2. Description of Property

The Property consists of all of the land, and improvements thereon, that is located in the municipality of **Woodland Park Borough**, County of **Passaic**, State of New Jersey, and described more specifically as **Block No. 113, Lot No 12.01, Qualifier C-5001**, and known by the street address:

**2 Quarry Drive, Unit A2  
Woodland Park, NJ 07424**

Schedule A attached hereto.

KRISTIN M. CORRADO  
CLERK  
PASSAIC COUNTY  
New Jersey

INSTRUMENT NUMBER  
**2015041685**  
RECORDED ON  
**Sep 10, 2015**  
**11:43:08 AM**  
**BOOK: D2686**  
**PAGE: 143**  
Total Pages: 7

COUNTY REALTY TAX \$66.50 Being the same premises conveyed to Grantors herein by Deed from **K. Hovnanian at Great Notch, LLC** dated **December 30, 2008** and recorded on **January 8, 2009** in Deed Book 1718 page 18 in the office of the Clerk of **Passaic County**.

MJ PRESERVATION \$40.00  
ACCOUNT

RECORDING FEES - \$60.00  
RECORDER OF DEEDS

HOMELESSNESS TRUST \$3.00  
FUND

TOTAL PAID \$169.50

INV: 1112198 USER: SF

Article 3. Grantor's Covenant

The Grantor hereby covenants and affirms that Grantor has taken no action to encumber the Property. This promise is called a "covenant as to grantor's act" (N.J.S.A. 46:4-6). This promise means that the Grantor has not allowed anyone else to obtain any legal rights which affect the property (such as by making a mortgage or allowing a judgment to be entered against the Grantor.)

Record and Return to:  
Professional Abstract  
520 Westfield Avenue  
Elizabeth, NJ 07208

109335

#### Article 4. Affordable Housing Covenants

Sale and use of the Property is governed by regulations known as the Uniform Housing Affordability Controls, which are found in New Jersey Administrative Code at Title 5, chapter 80, subchapter 26 (N.J.A.C. 5:80-26.1, *et seq.*, the "Regulations") and any amendments, changes or supplements thereto. Consistent with the Regulations, the following covenants (the "Covenants") shall run with the land for the period of time commencing upon the earlier of (a) the date hereof or (b) the prior commencement of the "Control Period", as that term is defined in the Regulations, and terminating upon the expiration of the Control Period as provided in the Regulations.

In accordance with N.J.A.C. 5:80-26.5, each restricted unit shall remain subject to the requirements of this subchapter, the "Control Period," until the municipality in which the unit is located elects to release the unit from such requirements. Prior to such a municipal election, a restricted unit must remain subject to the requirements of this subchapter for a period of at least 30 years; provided, however, that units located in high-poverty census tracts shall remain subject to these affordability requirements for a period of at least 10 years;

- A. The Property may be conveyed only to a household who has been approved in advance and in writing by the Housing Affordability Service of the New Jersey Housing and Mortgage Finance Agency, or other administrative agent appointed under the Regulations (hereinafter, collectively, the "Administrative Agent").
- B. No sale of the Property shall be lawful, unless approved in advance and in writing by the Administrative Agent, and no sale shall be for a consideration greater than maximum permitted price ("Maximum Resale Price", or "MRP") as determined by the Administrative Agent.
- C. No refinancing, equity loan, secured letter of credit, or any other mortgage obligation or other debt (collectively, "Debt") secured by the Property, may be incurred except as approved in advance and in writing by the Administrative Agent. At no time shall the Administrative Agent approve any such Debt, if incurring the Debt would make the total of all such Debt exceed Ninety-Five Percent (95%) of the applicable MRP.
- D. The owner of the Property shall at all times maintain the Property as his or her principal place of residence.
- E. Except as set forth in F, below, at no time shall the owner of the Property lease or rent the Property to any person or persons, except on a short-term hardship basis as approved in advance and in writing by the Administrative Agent.
- F. If the Property is a two-family home, the owner shall lease the rental unit only to income-certified low-income households approved in writing by the Administrative Agent, shall charge rent no greater than the maximum permitted rent as determined by the Administrative Agent, and shall submit for written approval of the Administrative Agent copies of all proposed leases prior to having them signed by any proposed tenant.
- G. No improvements may be made to the Property that would affect its bedroom configuration, and in any event, no improvement made to the Property will be taken into consideration to increase the MRP, except for improvements approved in advance and in writing by the Administrative Agent.

#### Article 5. Remedies for Breach of Affordable Housing Covenants


A breach of the Covenants will cause irreparable harm to the Administrative Agent and to the public, in light of the public policies set forth in the New Jersey Fair Housing Act, the Uniform Housing Affordability Control rules found at N.J.A.C. 5:80-26, and the obligation for the provision of low and moderate-income housing. Accordingly, and as set forth in N.J.A.C. 5:80-26.10A(b):

- A. In the event of a threatened breach of any of the Covenants by the Grantee, or any successor in interest or other owner of the Property, the Administrative Agent shall have all remedies provided at law or equity, including the right to seek injunctive relief or specific performance.

- B. Upon the occurrence of a breach of any Covenants by the Grantee, or any successor in interest or other owner of the Property, the Administrative Agent shall have all remedies provided at law or equity including but not limited to forfeiture, foreclosure, acceleration of all sums due under any mortgage, recouping of any funds from a sale in violation of the Covenants, diverting of rent proceeds from illegal rentals, injunctive relief to prevent further violation of said Covenants, entry on the premises, those provided under Title 5, Chapter 80, Subchapter 26 of the New Jersey Administrative Code and specific performance.

## EXECUTION BY GRANTOR

Signed by the Grantor on the date hereof. If the Grantor is a corporation, this Deed is signed by a corporate officer who has authority to (a) convey all interests of the corporation that are conveyed by this Deed, and (b) to bind the corporation with respect to all matters dealt with herein.

  
 JOSEPH PATERNO, III  
 Signed, sealed and delivered in  
 the presence of or attested by:  
 Attorney-at-law  
 State of NJ

  
 JAMES GOBLER

[ seal ]

  
 PATRICIA GOBLER

[ seal ]

[ seal ]

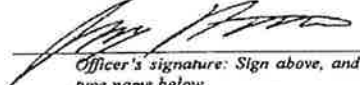
[ seal ]

## CERTIFICATE OF ACKNOWLEDGEMENT BY INDIVIDUAL

State of New Jersey, County of MORRIS

I am either (check one) Notary Public or x a Attorney-at-law officer authorized to take acknowledgements and proofs in the state of New Jersey. I sign this acknowledgement below to certify that it was executed before me. On this the 25th day of August, 2015  
**JAMES GOBLER & PATRICIA GOBLER H/W** appeared before me in person. (If more than one person appears, the words "this person" shall include all persons named who appeared before the officer making this acknowledgement). I am satisfied that this person is the person named in and who signed this Deed.

This person also acknowledged that the full and actual consideration paid or to be paid for the transfer of title to realty evidenced by this Deed, as such consideration is defined in P.L. 1968, c. 49, sec. 1(c), is \$ 66,282-

  
 Officer's signature: Sign above, and print stamp or type name below

Joseph Paterno III, Esq.

AN ATTORNEY-AT-LAW  
 OF THE STATE OF NEW JERSEY



# Chicago Title Insurance Company

## SCHEDULE A (Continued)

File No. 1528-109335

### LEGAL DESCRIPTION

All that certain lot, parcel or tract of land, situate and lying in the Borough of West Paterson, County of Passaic, State of New Jersey, and being more particularly described as follows:

Being known and designated as Unit A2, in Building 1053, in the "Four Seasons at Great Notch, a Condominium," together with an undivided 0.13987 percent interest in and to the common elements appurtenant thereto, in accordance with, and subject to the terms, conditions, provisions, covenants, restrictions, easements, and other matters contained in the Master Deed for said condominium, which Master Deed was dated December 9, 2005, and recorded on December 14, 2005, in the Clerk's Office of the County of Passaic, New Jersey, in Deed Book 1136 page 45, Amendments to same recorded in Deed Books 1292 page 42, 1584 page 16, 1612 page 181, 1681 page 141, 1692 page 133, 1783 page 64, 1813 page 133, 2050 page 164, 2087 page 121, 2095 page 102, 2127 page 91, 2148 page 122, 2171 page 256, 2215 page 199, 2224 page 138, 2229 page 74, 2275 page 229, 2282 page 245, 2308 page 17, 2301 page 264, 2231 page 154, 2368 page 100, 2383 page 124, 2416 page 18, 2245 page 245, 2308 page 17, 2331 page 154, 2368 page 100, 2416 page 18, 2445 page 268, 2467 page 43, 2512 page 252, 2557 page 66, 2578 page 1, 2607 page 78, 2625 page 212, and as same may be further lawfully amended.

The above description being in accordance with a survey certificate prepared by Dominick J. Venditto, III, Professional Land Surveyor, dated July 28, 2015.

FOR INFORMATIONAL PURPOSES ONLY: Also known as Lot 12.01, Qualifier C5001, in Block 113, on the Borough of West Paterson Tax Map.



**Dominick J. Venditto, III**

Professional Land Surveyors  
626 Fernwood Terrace  
Linden, New Jersey 07036-5819  
Ph: 908-925-8828 Fax: 908-925-8829

**Condominium Certification**

**Certified To:**

Ida Reznik;  
Chicago Title Insurance Company;  
Professional Abstract & Title Agency, Inc. (1528-109335);  
MGM Gotham Abstract, LLC,  
John R. Merlino, Jr., Esq.

**Subject Property:**

2 Quarry Drive, Unit A2 in Building 1053, Borough of Woodland Park, County of Passaic, State of New Jersey;  
Unit A2 in Building 1053, *K. Hovnanian's Four Seasons at Great Notch, a Condominium*;  
Lot 12.01, Qualifier C5001, Block 113, tax map, Borough of Woodland Park

I hereby certify that Unit A2 in Building 1053, *K. Hovnanian's Four Seasons at Great Notch, a Condominium*, including the improvements and appurtenances thereto, is substantially located within and has an undivided 0.13967 percentage interest in the common elements as set forth in the Master Deed dated December 9, 2005 and recorded December 14, 2005 in the Passaic County Register's Office in Deed Book 1136, page 45; and as amended in the following Deed Books: 1292, page 42; 1584, page 16; 1612, page 181; 1681, page 141; 1692, page 133; 1783, page 64; 1813, page 133; 2050, page 164; 2087, page 121; 2095, page 102; 2127, page 91; 2148, page 122; 2171, page 256; 2215, page 199; 2224, page 138; 2229, page 74; 2275, page 229; 2282, page 245; 2308, page 17; 2301, page 264; 2231, page 154; 2368, page 100; 2383, page 124; 2416, page 18; 2245, page 245; 2308, page 17; 2331, page 154; 2368, page 100; 2416, page 18; 2445, page 268; 2467, page 43; 2512, page 252; 2557, page 66; 2578, page 1; 2607, page 78; 2625, page 212; and as same may now be lawfully amended.

Prepared July 28, 2015 by:



**Glenn D. Kuznitz, PLS**  
NJ Lic. Prof. Land Surveyor #37199  
Job #25231



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

(Please Print or Type)

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

Names(s) James Goble & Patricia Goble H/W

Current Resident Address: 3 Wycombe Court

Street: \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_  
City, Town, Post Office Berkeley NJ 08721

**PROPERTY INFORMATION (Brief Property Description)**

Block(s) 113 Lot(s) 12.01 Qualifier C-5001  
~~201X~~ ~~XX13~~

Street Address: 2 Quarry Drive, Unit A2

City, Town, Post Office \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_  
Woodland Park NJ 07424

Seller's Percentage of Ownership \_\_\_\_\_ Consideration \$66,282.00 Closing Date 8/27/15  
100% ~~XXXXXX~~

**SELLER ASSURANCES (Check the Appropriate Box) (Boxes 2 through 10 apply to Residents and Non-residents)**

1. ☐ I am a resident taxpayer (individual, estate, or trust) of the State of New Jersey pursuant to N.J.S.A. 54A:1-1 et seq. and will file a resident gross income tax return and pay any applicable taxes on any gain or income from the disposition of this property.
2. ☒ The real property being sold or transferred is used exclusively as my principal residence within the meaning of section 121 of the federal Internal Revenue Code of 1986, 26 U.S.C. s. 121.
3. ☐ I am a mortgagor conveying the mortgaged property to a mortgagee in foreclosure or in a transfer in lieu of foreclosure with no additional consideration.
4. ☐ Seller, transferor or transferee is an agency or authority of the United States of America, an agency or authority of the State of New Jersey, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, or a private mortgage insurance company.
5. ☐ Seller is not an individual, estate or trust and as such not required to make an estimated payment pursuant to N.J.S.A. 54A:1-1 et seq.
6. ☐ The total consideration for the property is \$1,000 or less and as such, the seller is not required to make an estimated payment pursuant to N.J.S.A. 54A:5-1-1 et seq.
7. ☐ The gain from the sale will not be recognized for Federal income tax purposes under I.R.C. Section 721, 1031, 1033 or is a cemetery plot. (CIRCLE THE APPLICABLE SECTION). If such section does not ultimately apply to this transaction, the seller acknowledges the obligation to file a New Jersey income tax return for the year of the sale (see instructions).  
☐ No non-like kind property received.
8. ☐ Transfer by an executor or administrator of a decedent to a devisee or heir to effect distribution of the decedent's estate in accordance with the provisions of the decedent's will or the intestate laws of this state.
9. ☐ The property being sold is subject to a short sale instituted by the mortgagee, whereby the seller has agreed not to receive any proceeds from the sale and the mortgagee will receive all proceeds paying off an agreed amount of the mortgage.
10. ☐ The deed being recorded is a deed dated prior to the effective date of P.L. 2004, c. 55 (August 1, 2004), and was previously unrecorded.

**SELLER(S) DECLARATION**

The undersigned understands that this declaration and its contents may be disclosed or provided to the New Jersey Division of Taxation and that any false statement contained herein could be punished by fine, imprisonment, or both. I furthermore declare that I have examined this declaration and, to the best of my knowledge and belief, it is true, correct and complete. By checking this box ☐ I certify that the Power of Attorney to represent the seller(s) has been previously recorded or is being recorded simultaneously with the deed to which this form is attached.

8/25/15

Date

8/25/15

Date

James Goble  
JAMES GOBLE

Signature

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

Patricia Goble  
PATRICIA GOBLE

Signature

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

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

STATE OF NEW JERSEY  
AFFIDAVIT OF CONSIDERATION FOR USE BY SELLER

(Chapter 49, P.L. 1968, as amended through Chapter 33, P.L. 2006) (N.J.S.A. 46:15-5 et seq.)

**BEFORE COMPLETING THIS AFFIDAVIT, PLEASE READ THE INSTRUCTIONS ON THE REVERSE SIDE OF THIS FORM.**

STATE OF NEW JERSEY

COUNTY Passaic } SS. County Municipal Code 1616

FOR RECORDER'S USE ONLY  
Consideration, \$ 66,282.00  
RTF paid by seller \$ 66.50  
Date 9/10/15 By JP

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

MUNICIPALITY OF PROPERTY LOCATION Woodland Park Boro

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

Deponent, James Gobie & Patricia Gobie being duly sworn according to law upon his/her oath,  
(Name)  
deposes and says that he/she is the Grantors James Gobie & Patricia Gobie in a deed dated August 25, 2015 transferring  
(Grantor, Legal Representative, Corporate Officer, Officer of Title Company, Lending Institution, etc.)  
real property identified as Block number 113 Lot number 12.01 C-5001 located at  
2 Quarry Drive, Woodland Park, NJ 07424 and annexed thereto.  
(Street Address, Town)

(2) **CONSIDERATION** \$ 66,282.00 (Instructions #1 and #5 on reverse side) ☐ no prior mortgage to which property is subject

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

(3A) **REQUIRED CALCULATION OF EQUALIZED VALUATION FOR ALL CLASS 4A (COMMERCIAL) PROPERTY TRANSACTIONS:**  
(Instructions #5A and #7 on reverse side)

Total Assessed Valuation + Director's Ratio = Equalized Assessed Valuation

\$ \_\_\_\_\_ + \_\_\_\_\_ % = \$ \_\_\_\_\_

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

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

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

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

NOTE: All boxes below apply to grantor(s) only. ALL BOXES IN APPROPRIATE CATEGORY MUST BE CHECKED. Failure to do so will void claim for partial exemption. Deponent claims that this deed transaction is exempt from State portions of the Basic, Supplemental, and General Purpose Fees, as applicable, imposed by C. 176, P.L. 1975, C. 113, P.L. 2004, and C. 66, P.L. 2004 for the following reason(s):

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

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

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

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

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

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

(7) **RELATED LEGAL ENTITIES TO LEGAL ENTITIES** (Instructions #5, #12, #14 on reverse side)

- ☐ No prior mortgage assumed or to which property is subject at time of sale.
- ☐ No contributions to capital by either grantor or grantee legal entity.
- ☐ No stock or money exchanged by or between grantor or grantee legal entities.

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

Subscribed and sworn to before me  
this 25 day of August, 20 15

JOSEPH PATERNO, III

Attorney-at-law State of NJ

James Gobie James Gobie  
Signature of Deponent Grantor Name  
2 Quarry Drive Grantor Address  
Woodland Park, NJ 07424 Grantor Address at Time of Sale  
Dependent Address  
XXX-XXX-XXX  
Name/Company of Settlement Officer

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

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

STATE OF NEW JERSEY  
PO BOX 251  
TRENTON, NJ 08646-0251  
ATTENTION: REALTY TRANSFER FEE UNIT

The Director of the Division of Taxation in the Department of the Treasury has prescribed this form as required by law, and it may not be altered or amended without prior approval of the Director. For information on the Realty Transfer Fee or to print a copy of this Affidavit, visit the Division's website at [www.state.nj.us/treasury/taxation/tpf/localtax.shtml](http://www.state.nj.us/treasury/taxation/tpf/localtax.shtml).

END OF DOCUMENT



NEW JERSEY HOUSING AND MORTGAGE FINANCE AGENCY  
**HOUSING AFFORDABILITY SERVICE**  
 637 South Clinton Avenue  
 P.O. Box 18550  
 Trenton, NJ 08650-2085



MORTGAGE SECURING PAYMENT OF  
 RECAPTURE NOTE IN FAVOR OF THE MUNICIPALITY,  
 REQUIRED BY SECTION 5:80-26.5(c)

**DEED-RESTRICTED AFFORDABLE HOUSING UNIT WITH  
 RESTRICTIONS ON RESALE AND REFINANCING**

State of New Jersey  
 Department of Community Affairs  
 New Jersey Housing and Mortgage Finance Agency, Housing Affordability Service  
**Woodland Park Borough**

Affordable Housing Program

Repayment Mortgage

To Secure Payment of Amounts Due  
 Upon First Non-Exempt Sale  
 After Expiration of Control Period.

KRISTIN M. CORRADO  
 CLERK  
 PASSAIC COUNTY  
 New Jersey

INSTRUMENT NUMBER

**2015041686**

RECORDED ON

**Sep 10, 2015**

**11:43:09 AM**

**BOOK:M13625**

**PAGE:84**

Total Pages: 5

NJ PRESERVATION \$25.00  
 ACCOUNT

RECORDING FEES - \$45.00  
 RECORDER OF DEEDS

HOMELESSNESS TRUST \$3.00  
 FUND

TOTAL PAID \$73.00

INV: 1112198 USER: SF

THIS MORTGAGE, made on this **August 27, 2015** by and between **Ida Reznik**, (the "OWNER") and **Woodland Park Borough, 5 Brophy Lane, Woodland Park, NJ 07424** (the "Municipality"), in connection with the property described herein (the "PROPERTY");

Article 1. REPAYMENT MORTGAGE NOTE

In consideration of value received, the Owner has signed a Recapture Mortgage Note (the "Note") dated **August 27, 2015**. The Owner promises to pay to the State amounts due under the Repayment Mortgage Note, and to abide by all obligations contained therein.

Article 2. MORTGAGE AS SECURITY FOR AMOUNT DUE

This Mortgage is given to the Municipality as security for the payment required to be paid upon the first non-exempt sale of the Property, as provided under the rules of the New Jersey Housing and Mortgage Finance Agency set forth in N.J.A.C. 5:80-26.1 et seq. Upon the first non-exempt sale of the Property after the date of this Note, the Owner, or the heir, successor or assignee of the Owner then selling the Property, shall pay the sum of **Two Hundred Ninety Eight Thousand, Seven Hundred Eighteen Dollars, (\$298,718.00)** pursuant to N.J.A.C. 5:80-26.5(c) to the Municipality. The obligation evidenced by this note shall not accrue interest.

Article 3. PROPERTY DESCRIPTION

All of the land and improvements thereon located in the municipality of **Woodland Park Borough** in the County of **Passaic**, State of New Jersey (hereinafter the "Property"), described more specifically as Block No. **113**, Lot No. **12.01**, Qualifier **C-5001**, and known by the street address:

**2 Quarry Drive, Unit A2  
 Woodland Park, NJ 07424**

Record and Return to:  
 Professional Abstract  
 520 Westfield Avenue  
 Elizabeth, NJ 07208

109335



#### Article 4. RIGHTS GIVEN TO MUNICIPALITY

The Owner, by mortgaging the Property to the State, gives the Municipality those rights stated in this Mortgage, and all the rights the law gives to the Municipality under Uniform Housing Affordability Controls, which are found in New Jersey Administrative Code at Title 5, chapter 80, subchapter 26 (N.J.A.C. 5:80-26.1, *et seq.*).

The rights given to the Municipality are covenants running with the land. The rights, terms and restrictions in this Mortgage shall bind the Owner and all subsequent purchasers and owners of the Property, and the heirs and assigns of all of them. Upon performance of the promises contained in Note and Mortgage, the Municipality will prepare and deliver to the then current owner of record a quitclaim deed or other document of release.

#### Article 5. DEFAULT

The Municipality may declare the Owner in default on this Mortgage and on the Note if:

1. The Owner attempts to convey an interest in the Property without giving prior written notice to the Municipality;
2. The ownership of the Property is changed for any reason other than in the course of an exempt sale;
3. The Owner fails to make any payment required by the Note;
4. The holder of any lien on the Property starts foreclosure proceedings; or
5. Bankruptcy, insolvency or receivership proceedings are commenced by or against the Owner.

#### Article 6. MUNICIPALITY'S RIGHTS UPON DEFAULT

If the Municipality declares that the Note and this Mortgage are in default, the Municipality shall have all of the rights given by law or set forth in this Mortgage.

#### Article 7. NOTICES

*ALL NOTICES MUST BE IN WRITING AND PERSONALLY DELIVERED OR SENT BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED, TO THE ADDRESSES GIVEN IN THIS MORTGAGE. ADDRESS CHANGES MAY BE MADE UPON WRITTEN NOTICE, MADE IN ACCORDANCE WITH THIS ARTICLE 7.*

#### Article 8. NO WAIVER BY MUNICIPALITY

The Municipality may exercise any right under this Mortgage or under any law, even if the Municipality has delayed in exercising that authority, or has agreed in an earlier instance not to exercise that right. The Municipality does not waive its right to declare the Owner is in default by making payments or incurring expenses on behalf of the Owner.

#### Article 9. EACH PERSON LIABLE

The Mortgage is legally binding upon each Owner individually and all their heirs, assigns, agents and designees who succeed to their responsibilities. The Municipality may enforce any of the provisions of the Note and of this Mortgage against any one or more liable individual.

## Article 10. SUBORDINATION

This Mortgage will not be subordinate, and will not be subordinated by the Municipality, to any mortgage, refinancing, equity loan, secured letter of credit, or any other obligation secured by the Property, except with respect to (a) any such obligation which was duly recorded prior to the recording hereof, and (b) any such obligation which, when added to all other such obligations recorded against the Property, shall result in total debt secured by the Property being an amount less than the maximum resale price that would be applicable were the Control Period still in effect.

## Article 11. SUBSEQUENT OWNERS

This Mortgage shall not be released, with respect to any subsequent owner who acquires the property through an exempt transfer unless the transferee shall execute a note and mortgage in the form of the Note and this Mortgage, and the same has been duly recorded.

## Article 12. AMENDMENTS

No amendment or change to the Note and this Mortgage may be made, except in a written document signed by both parties and approved by the administrative agent appointed pursuant to N.J.A.C. 5:80-26.1 et seq..

## Article 13. SIGNATURES

By executing this Mortgage on page 3, hereof, the Owner agrees to all of its terms and conditions.

## Article 14. ACKNOWLEDGEMENT

The Owner acknowledges receipt of a true copy of this Mortgage, at no charge to the State.

IN WITNESS WHEREOF, the Owner(s) has executed this Mortgage for the purposes stated herein.

ATTEST:

*[Signature]*

*Ida Reznik*  
Signature of (Owner)  
Ida Reznik

\_\_\_\_\_  
Signature (Co-Owner)

STATE OF NEW JERSEY )

) ss:

COUNTY OF Morris )

BE IT REMEMBERED, that on this the 27<sup>th</sup> day of August, 2015 the subscriber Ida Reznik appeared personally before me (If more than one person signed the foregoing mortgage and appeared before me, the words "the subscriber" and "the Owner" shall include all such persons) and who, being duly sworn by me, deposed and made proof to my satisfaction (i) that he/she is the Owner named in the foregoing mortgage and (ii) and that he/she has executed said mortgage with respect to the Property and for the purposes described and set forth therein.

Sworn to and subscribed before me, William J. Golding on the date set forth above.

*William J. Golding*  
NOTARY PUBLIC

**WILLIAM J. GOLDING**  
ATTORNEY AT LAW  
STATE OF NEW JERSEY

**Chicago Title Insurance Company****SCHEDULE A**  
*(Continued)*File No. **1528-109335****LEGAL DESCRIPTION**

All that certain lot, parcel or tract of land, situate and lying in the Borough of West Paterson, County of Passaic, State of New Jersey, and being more particularly described as follows:

Being known and designated as Unit A2, in Building 1053, in the "Four Seasons at Great Notch, a Condominium," together with an undivided 0.13967 percent interest in and to the common elements appurtenant thereto, in accordance with, and subject to the terms, conditions, provisions, covenants, restrictions, easements, and other matters contained in the Master Deed for said condominium, which Master Deed was dated December 9, 2005, and recorded on December 14, 2005, in the Clerk's Office of the County of Passaic, New Jersey, in Deed Book 1136 page 45, Amendments to same recorded in Deed Books 1292 page 42, 1584 page 16, 1612 page 181, 1681 page 141, 1692 page 133, 1783 page 64, 1813 page 133, 2050 page 164, 2087 page 121, 2095 page 102, 2127 page 91, 2148 page 122, 2171 page 256, 2215 page 199, 2224 page 138, 2229 page 74, 2275 page 229, 2282 page 245, 2308 page 17, 2301 page 264, 2231 page 154, 2368 page 100, 2383 page 124, 2416 page 18, 2245 page 245, 2308 page 17, 2331 page 154, 2368 page 100, 2416 page 18, 2445 page 268, 2467 page 43, 2512 page 252, 2557 page 66, 2578 page 1, 2607 page 78, 2625 page 212, and as same may be further lawfully amended.

The above description being in accordance with a survey certificate prepared by Dominick J. Venditto, III, Professional Land Surveyor, dated July 28, 2015.

FOR INFORMATIONAL PURPOSES ONLY: Also known as Lot 12.01, Qualifier C5001, in Block 113, on the Borough of West Paterson Tax Map.

**Dominick J. Venditto, III**  
Professional Land Surveyors  
626 Fernwood Terrace  
Linden, New Jersey 07036-5819  
Ph: 908-925-8828 Fax: 908-925-8829

**Condominium Certification**

**Certified To:**


Ida Reznik;  
Chicago Title Insurance Company;  
Professional Abstract & Title Agency, Inc. (1528-109335);  
MGM Gotham Abstract, LLC,  
John R. Merlino, Jr., Esq.

**Subject Property:**

2 Quarry Drive, Unit A2 in Building 1053, Borough of Woodland Park, County of  
Passaic, State of New Jersey;  
Unit A2 in Building 1053, *K. Hovnanian's Four Seasons at Great Notch, a  
Condominium*;  
Lot 12.01, Qualifier C5001, Block 113, tax map, Borough of Woodland Park

I hereby certify that Unit A2 in Building 1053, *K. Hovnanian's Four Seasons at Great Notch, a Condominium*, including the improvements and appurtenances thereto, is substantially located within and has an undivided 0.13967 percentage interest in the common elements as set forth in the Master Deed dated December 9, 2005 and recorded December 14, 2005 in the Passaic County Register's Office in Deed Book 1136, page 45; and as amended in the following Deed Books: 1292, page 42; 1584, page 16; 1612, page 181; 1681, page 141; 1692, page 133; 1783, page 64; 1813, page 133; 2050, page 164; 2087, page 121; 2095, page 102; 2127, page 91; 2148, page 122; 2171, page 256; 2215, page 199; 2224, page 138; 2229, page 74; 2275, page 229; 2282, page 245; 2308, page 17; 2301, page 264; 2231, page 154; 2368, page 100; 2383, page 124; 2416, page 18; 2245, page 245; 2308, page 17; 2331, page 154; 2368, page 100; 2416, page 18; 2445, page 268; 2467, page 43; 2512, page 252; 2557, page 66; 2578, page 1; 2607, page 78; 2625, page 212; and as same may now be lawfully amended.

Prepared July 28, 2015 by:



**Glenn D. Kuznitz, PLS**  
NJ Lic. Prof. Land Surveyor #37199  
Job #25231

END OF DOCUMENT



## Appendix I | 5 Greenway Lane Supportive and Special Needs Housing Survey; Financing, Deed Restriction and Regulatory Agreement; Licenses

**Department of Community Affairs  
Local Planning Services  
Supportive and Special Needs Housing Survey**

Municipality: WOODLAND PARK County: PASSAIC  
 Sponsor: Advancing Opportunities Inc. Developer: \_\_\_\_\_  
 Block: 9 Lot: 3 Street Address: 5 Greenway Ln  
 Facility Name: Woodland Park Group Home

<b>Section 1: Type of Facility:</b> <input checked="" type="checkbox"/> Licensed Group Home <input type="checkbox"/> Transitional facility for the homeless (not eligible for credit as affordable housing after June 2, 2008) <input type="checkbox"/> Residential health care facility (licensed by NJ Dept. of Community Affairs or DHSS) <input type="checkbox"/> Permanent supportive housing <input type="checkbox"/> Supportive shared housing <input type="checkbox"/> Other - Please Specify: _____	<b>Section 2: Sources and amount of funding committed to the project:</b> <input type="checkbox"/> Capital Application Funding Unit \$ _____ <input checked="" type="checkbox"/> HMFA Special Needs Housing Trust Fund \$ <u>174,635</u> <input type="checkbox"/> Balanced Housing - Amount \$ _____ <input type="checkbox"/> HUD - Amount \$ _____ Program _____ <input type="checkbox"/> Federal Home Loan Bank - Amount \$ _____ <input type="checkbox"/> Farmers Home Administration - Amount \$ _____ <input type="checkbox"/> Development fees - Amount \$ _____ <input type="checkbox"/> Bank financing - Amount \$ _____ <input type="checkbox"/> Other - Please specify: _____  <input type="checkbox"/> For proposed projects, please submit a pro forma <input type="checkbox"/> Municipal resolution to commit funding, if applicable <input type="checkbox"/> Award letter/financing commitment (proposed new construction projects only)
<b>Section 3: For all facilities other than permanent supportive housing:</b> Total # of bedrooms reserved for: Very low-income clients/households _____ Low-income clients/households <u>3</u> Moderate-income clients/households _____ Market-income clients/households _____	<b>Section 4: For permanent supportive housing:</b> Total # of units <u>3</u> , including: # of very low-income units _____ # of low-income units _____ # of moderate-income units _____ # of market-income units _____
<b>Section 5:</b> Length of Controls: _____ years Effective Date of Controls: ____/____/____ Expiration Date of Controls: ____/____/____ Average Length of Stay: _____ months (transitional facilities only)	<b>Section 6:</b> CO Date: ____/____/____ For licensed facilities, indicate licensing agency: <input checked="" type="checkbox"/> DDD <input type="checkbox"/> DMHS <input type="checkbox"/> DHSS <input type="checkbox"/> DCA <input type="checkbox"/> DCF <input type="checkbox"/> Other _____ Initial License Date: ____/____/____ Current License Date: <u>7/31/22</u>
<b>Section 7:</b> Has the project received project-based rental assistance? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No; Length of commitment: <u>annually</u> Other operating subsidy sources: _____; Length of commitment: _____ Is the subsidy renewable? <input type="checkbox"/> Yes <input type="checkbox"/> No	
<b>Section 8: The following verification is attached:</b>	

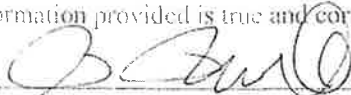
Section 10: Affirmative Marketing Strategy (check all that apply):

- ☒ DDD/DMHS/DHSS waiting list  
☐ Affirmative Marketing Plan approved by the Council's Executive Director

CERTIFICATIONS

I certify that the information provided is true and correct to the best of my knowledge and belief.

Certified by:

  
Project Administrator

3/2/23  
Date

Certified by:

Municipal Housing Liaison

Date

Branch :AXS,User :NJAX

Order: 2317321 Title Officer: Comment:

Station Id :PMEC

Chicago Title Company, LLC  
 2446 Church Road, 3<sup>rd</sup> Floor  
 Toms River, NJ 08753



00GHV6

Record and Return to:  
 Gloria Mehnert, Paralegal  
 Division of Loan Closings  
 New Jersey Housing and Mortgage Finance Agency  
 637 South Clinton Avenue, P.O. Box 18550  
 Trenton, NJ 08650-2085

Greenway Supportive Housing  
 HMFA #02807  
 SNHPLP#37

## FINANCING, DEED RESTRICTION AND REGULATORY AGREEMENT

between

NEW JERSEY HOUSING AND MORTGAGE FINANCE AGENCY

and

UNITED WAY OF BERGEN COUNTY

Prepared by:

Robert M. Purcell  
 Deputy Attorney General

Permanent Financing  
 Special Needs Housing  
 Partnership Loan Program

KRISTIN H. CORRADO  
 CLERK  
 PASSAIC COUNTY  
 New Jersey

INSTRUMENT NUMBER  
 2013070210  
 RECORDED ON  
 Dec 23, 2013  
 11:28:30 AM  
 BOOK: D2411  
 PAGE: 275  
 Total Pages: 25

HJ PRESERVATION \$130.00  
 ACCOUNT  
 RECORDING FEES - \$150.00  
 RECORDER OF DEEDS  
 HOMELESSNESS TRUST \$3.00  
 FUND  
 TOTAL PAID \$283.00  
 INW: 1019410 USER: SF

PASSAIC,NJ

Page 1 of 25

Printed on 3/2/2023 10:20:19 AM

Document: DED MOD 2411.275



## TABLE OF CONTENTS

Section 1.	Definitions and Interpretation
Section 2.	Background and Purpose
Section 3.	Residential Rental Property
Section 4.	Additional Representations, Covenants and Warranties of the Owner..
Section 5.	Covenants to Run with the Land
Section 6.	Term
Section 7.	Insurance; Condemnation
Section 8.	Taxes, Payments in Lieu of Taxes and Other Municipal Charges
Section 9.	Liens and Encumbrances
Section 10.	Maintenance, Repair and Replacement
Section 11.	Advance Amortization Payments
Section 12.	Compliance with the Act and Agency's Regulations
Section 13.	Use of Project - Leasing
Section 14.	Consideration for Lease or Intake and/or Occupancy Agreement
Section 15.	Security Deposit
Section 16.	Account for Project Revenues/Operating Account
Section 17.	Reserve and Escrow Payments
Section 18.	Inspection of Premises
Section 19.	Books and Records
Section 20.	Service Provider Agreement
Section 21.	Prohibited Actions
Section 22.	Transfer of Ownership Interest
Section 23.	Statutory Powers and Restrictions
Section 24.	Accounting in Event of Default; Estoppel
Section 25.	Financing Statements
Section 26.	Assignment by Agency
Section 27.	Defaults
Section 28.	Remedies
Section 29.	Expenses Due to Default
Section 30.	Burden and Benefit
Section 31.	Uniformity; Common Plan
Section 32.	Remedies; Enforceability
Section 33.	Amendments; Notices; Waivers
Section 34.	Personal Liability
Section 35.	Disclaimer of Warranties, Liability, Indemnification
Section 36.	Equal Opportunity and Nondiscrimination
Section 37.	Owner's Default Under Financing Documents
Section 38.	Applicability and Conflict of Terms and Conditions
Section 39.	Severability
Section 40.	Successors and Assigns
Section 41.	Counterparts
Section 42.	Recording
Section 43.	Governing Law
Section 44.	Further Requirements as to Project
Section 45.	Miscellaneous
Signatures	
Schedule A.	Legal Description

**THIS FINANCING, DEED RESTRICTION AND REGULATORY AGREEMENT** (this "Agreement"), made and entered into as of this 12th day of December, 2013 by and between the **NEW JERSEY HOUSING AND MORTGAGE FINANCE AGENCY** (the "Agency" or "Lender"), a body politic and corporate and an instrumentality exercising public and essential governmental functions of the State of New Jersey and **UNITED WAY OF BERGEN COUNTY** ("Owner" or "Borrower"), a non-profit corporation organized and existing pursuant to the laws of the State of New Jersey and duly authorized to transact business in the State of New Jersey.

**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., and the regulations promulgated thereunder, as amended from time to time.

**"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, if applicable.

**"Assignment of Leases"** means the Assignment of Leases by and between the Owner and Lender of even date herewith.

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

**"Commitment"** means, collectively, the commitment approval letter signed by the Executive Director of the Agency dated August 15, 2013, and the financing commitment approval recommendations of the Special Needs Housing Partnership Loan Program loan committee members in the request for consideration dated August 15, 2013, together with all amendments thereto.

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

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

**"DDD"** means the Division of Developmental Disabilities within the DHS.

**"DHS"** means the State of New Jersey, Department of Human Services.

**"Event of Default"** means any of the events set forth in Section 27 of this Agreement.

**"First Mortgage"** or **"Mortgage"** means the first mortgage and security agreement of even date herewith that will constitute a first lien on a fee simple interest in the Project and Land, given by the Owner to the Agency to secure the First Mortgage Loan.

**"First Mortgage Loan"** or **"Loan"** means the loan made to the Owner by the Agency to finance a portion of the cost of the development, rehabilitation and/or construction of the Project that will be located on the real property described in Schedule A attached hereto, as evidenced by the First Mortgage Note and secured by the First Mortgage.

**"First Mortgage Note"** or **"Mortgage Note"** or **"Note"** means the non-interest bearing, non-recourse promissory note 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.

**"Guidelines"** means the Special Needs Housing Partnership Loan Program Guidelines as approved by the Agency's Board on March 1, 2012, and revised January 31, 2013, and as may be amended from time to time.

**"Improvements"** means the building together with all fixtures and utility improvements, easements and rights of way that are owned by the Owner and located on the Land.

**"Land"** means the real property described in Schedule A attached hereto, on which the Project is located.

**"Loan Documents"** means and includes this Agreement, the Mortgage Note, the Mortgage, the UCC-1 Financing Statements and the Assignment of Leases.

**"Low-Income Tenants"** means families that have income of 50% or less of the area median gross income adjusted for family size.

**"Permitted Encumbrances"** means the Mortgage and:

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

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

(iii) Liens subordinate to the Mortgage Loan arising due to any monies loaned in

connection with the Project or other monies loaned to the Owner, provided such liens are disclosed to and approved by the Agency in writing; and

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

**"Project"** means the Improvements located on the Land together with the Land to be financed, in part, with the proceeds of the Loan.

**"Repair and Replacement Reserve"** means the escrow account established pursuant to Section 17 of this Agreement.

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

**"UCC-1"** means the UCC-1 Financing Agreement(s) of even date herewith.

Unless the context clearly requires otherwise, as used in this Agreement, words of the masculine, feminine or neuter gender shall be construed to include any other gender when appropriate and words of the singular number shall be construed to include the plural number, and vice-versa, when appropriate. This Agreement and all the terms and provisions thereof 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.

**Section 2. Background and Purpose.** The Owner owns, or will own, and has constructed and/or rehabilitated, and will operate a Project to be located on the Land. The Lender will hold a first mortgage lien on the Project in the amount of \$174,635 during the term of the Mortgage at an interest rate of zero (0%) percent. Financing for the Project shall be derived from the Lender's Special Needs Housing Partnership Loan Program ("SNHPLP" or "Program"). The Agency will hold a first mortgage lien on the Project during the term of the Mortgage Loan, which will be for thirty years pursuant to the terms of the Note.

In connection with the First Mortgage, the Owner and the Agency have entered into this Agreement.

In connection with its application for the Loan, the Owner has furnished to the Agency various details as to the Project, including the description of Land on which it is to be situated, plans and specifications for the construction/rehabilitation of the Project, the tenant population that shall be housed in the Project, the number of units of each type to be included therein, the estimated costs of providing the Project, details as to the Project income and expenses of the Project once constructed and/or rehabilitated and placed in operation, and arrangements for any tax abatement for the Project.



**Section 3. Residential Rental Property.** The Owner hereby represents, covenants, warrants and agrees that the Project known as Greenway Supportive Housing is located at Lot 3 in Block 9 in the Borough of Woodland Park, Passaic County, New Jersey ("Land"). The Borrower shall own, maintain, and operate the Project and the Land. The Project involves the acquisition and moderate rehabilitation of an existing ranch home in Woodland Park, New Jersey. The home is a 3 bedroom ranch with currently has a spacious living room, recently renovated kitchen, dining room, a family room and a full basement which will be used for storage and office space. The home features a two car driveway and a backyard. The project will serve 3 Olmstead Individuals referred by the DDD.

The Affordability Controls will be 100% of the units at less than 50% of the Area Median Income (AMI). 100% of the units will be set-aside for persons with developmental disabilities.

All of the units in the Project are to be utilized at all times in accordance with the types of use as permitted by the Act and/or the Guidelines and as may be approved by the Agency. All units shall be subject to use and occupancy and/or intake and/or occupancy or lease agreements between the Owner and the tenants/residents.

**Section 4. Additional Representations, Covenants and Warranties of the Owner.** The Owner represents, warrants and covenants that:

A. The Owner (i) is a non-profit corporation, duly organized, validly existing and in good standing under the laws of the State of New Jersey and duly authorized to transact business in the State; (ii) has filed with the Agency a true and complete copy of its Certificate of Incorporation with all amendments, if any, thereto; (iii) has the power and authority to own or lease its properties and assets, including the Project and the Land, and to carry on its business as now being conducted (and as now contemplated), and to borrow the proceeds of the Loan; and (iii) has the power to execute and perform all the undertakings of this Agreement and the other Loan Documents.

B. All necessary legal action has been taken to authorize the execution, delivery and performance of the Loan Documents by the Owner.

C. 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.

D. To the best of the Owner's knowledge after due and diligent inquiry, the execution and performance of this Agreement, the Loan Documents and other instruments required pursuant to this Agreement by the Owner (i) will 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 to which the Owner is a party, or result in the creation or imposition of any lien, charge or encumbrance of any nature other than the Permitted Encumbrances.

E. The Owner has, at the time of execution of this Agreement and subject only to such exceptions as have been disclosed in writing to the Agency and which will not materially interfere with or impact the beneficial use of the Project and Land for purposes of the Project, good and marketable title to fee simple interest in the premises constituting the Land and the Project free and clear of any lien or encumbrance (subject to Permitted Encumbrances and encumbrances created or contemplated pursuant to this Agreement).

F. There is, after due and diligent inquiry, no action, suit or proceeding at law or in equity or by or before any governmental instrumentality or other agency now pending, or, 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.

G. To the best of the Owner's knowledge after due and diligent inquiry, 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 applicable federal, State and local laws or ordinances (including rules and regulations) relating to zoning, building, safety and environmental quality

Further, the Owner has received or shall obtain all necessary governmental approvals and permits for construction and the rehabilitation and operation of the Project in accordance with the plans and specifications and the Architectural Contract or Construction Contract, as applicable.

H. The Owner has filed, caused to be filed by it, or shall file all federal, state and local tax returns which are required to be filed by it, if any, and has paid or caused to be paid all taxes as shown on said return or on any assessment received by it, to the extent that such taxes have become due.

I. To the best of the Owner's knowledge, after due and diligent inquiry, the Owner is not in default in the performance, observance or fulfillment of any of the obligations, covenants or conditions contained in any material agreement or instrument to which it is a party that may materially affect this Project.

J. The information contained in the Project description provided in the applications for the Loan 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.

K. The Owner shall not during the term of this Agreement sell, transfer or exchange, the Project or the Land (or any part thereof or any interest therein) at any time except in accordance with the terms of the First Mortgage, this Agreement, the Act and the regulations promulgated pursuant to the Act, and unless such sale, transfer or exchange shall have been approved by the Agency. 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 this Agreement. This provision shall not act to waive any other restriction on such sale, transfer or exchange.

L. The Owner has not and will not execute any other agreement with provisions contradictory to, or in opposition to, the provisions hereof and the First Mortgage, and in any event, the requirements of this Agreement and the First Mortgage are paramount and controlling as to the rights and obligations herein and in the First Mortgage and such requirements shall supersede any other requirements in conflict herewith and therewith.

M. All statements contained in all applications, correspondence or other materials delivered to the Agency by the Owner in connection with its consideration of the Loan to the Owner or relating to the Project are materially true and correct.

N. 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.

O. No event has occurred and no condition exists which constitutes an Event of Default under this Agreement or the First Mortgage or which, but for a requirement of notice or lapse of time, or both, would constitute such an Event of Default.

#### **Section 5. 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. 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 and/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 and/or Land are conveyed, all of such covenants, reservations and restrictions shall run to each portion of the Project and/or Land.

B. Upon termination of this Agreement in accordance with Section 5 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 6. Term.** This Agreement shall remain in full force and effect until all indebtedness from the Owner to the Agency in respect to the Project shall have been paid in full in accordance with the provisions of this Agreement, the Mortgage Note and the other Loan Documents.

**Section 7. Insurance; Condemnation.** During the term of the Agency financing, the Owner shall cause the buildings on the Land and the fixtures and articles of personal property covered by the First Mortgage 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 a specific flood hazard. Such insurance shall be written by such companies in an amount not less than the full insurable value of the Project exclusive of excavations and foundations and in such forms as are satisfactory to the Agency. The Owner shall assign and deliver the policies to the Agency, and the Agency shall be 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 Agency shall not receive evidence satisfactory to it of the existence of effective insurance coverage as required by the Agency, the Agency may (but shall not be required to) obtain such coverage and 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 and shall bear interest at the same rate as under the Note. Valid participation by the Owner in a blanket insurance program offered by or through the Agency or approved by the Agency shall be satisfactory evidence of the required insurance for each type or class of coverage.

In the event of substantial damage to the Project by the occurrence of an insured casualty or the taking of a substantial portion of the Project by condemnation, if, in the sole judgment of the Agency (which judgment shall be conclusive): (a) the Project can be replaced or restored in whole or in part, and (b) the Project as so replaced will produce sufficient income to meet the obligations of the Owner under the Loan Documents, the proceeds of insurance or condemnation, together with any other money available for such purpose, if sufficient, shall be made available to the Owner, subject to the approval of the Agency. To the extent the Project is not replaced or restored, the balance of such proceeds shall be applied to the indebtedness secured thereby. Nothing in this Section shall affect the lien of this Agreement and the obligation of the Owner under the Loan Documents to pay the entire balance of the Loan.

The Owner shall maintain continuously in effect such other insurance coverage of the types and in the amounts specified by the Agency, including workers' 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 per accident or occurrence on account of personal injury, including death resulting therefrom, and \$1,000,000 per accident or occurrence on account of damage to the property of others and a blanket excess liability policy in an amount acceptable to the Agency, protecting the Owner and the Agency against any loss or liability or damage for personal injury or property damage with respect to the Project. Owner shall also maintain use and occupancy insurance covering loss of



revenues derived from the Project by reason of interruption, total or partial, of the use of the Project resulting from loss or physical damage thereto in an amount 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-half times the maximum monthly rent roll.

**Section 8. Taxes or Payments in Lieu of Taxes.** Unless the Owner has received a full tax exemption for the taxes on the Project, the Owner covenants and agrees to pay any valid municipal taxes or payments in lieu of taxes, charges, assessments, water charges and/or sewer charges, and if in default thereof, the Agency may pay the same. Any such sum or sums so paid by the Agency shall be added to the principal sum secured by the First Mortgage, as determined by the Agency, and shall bear interest at the then current rate being received by the Agency on its investment as determined in good faith by the Agency. If the Project is subject to a payment in lieu of taxes agreement with the municipality, the Owner shall not terminate or materially amend such agreement without the prior written approval of the Agency.

**Section 9. 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 Mortgage Loan, 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 Chicago Title Company, LLC, dated September 3, 2013 and identified as Title Number 2013-01320, continued to the date of this Agreement, as accepted by the Agency. The foregoing covenant and agreement shall not prevent the Owner from leasing or renting the Project or Land in the manner as otherwise provided in this Agreement. Except with the written consent of the Agency, the Owner will not install any item of tangible personal property as part of the fixtures or furnishings of the Project that is subject to a purchase money lien or security interest.

The Agency may, at its sole option, pay the amount necessary to discharge any lien or other encumbrance, and the Owner shall reimburse the Agency upon demand for any amounts so paid. Until reimbursement of the Agency of any amounts so paid, such amount shall be added to the principal sum of the First Mortgage Note and shall bear interest at the then current rate being received by the Agency on its investment as determined in good faith by the Agency.

The Owner covenants and agrees not to sell, lease or otherwise encumber the Project or the Land, or any part thereof, or the rents or revenues thereof without prior written consent of the Agency, except by leasing to eligible residential tenants as provided by the First Mortgage and this Agreement.

**Section 10. Maintenance, Repair and Replacement.** The Owner covenants and agrees to maintain the Project and the housing units contained therein and the appurtenant equipment and grounds in good repair and condition so as to provide decent, safe and sanitary housing accommodations.

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

The Owner will not permit any waste with respect to the Project or any of its real or personal property without the consent of the Agency, or make any alteration which will increase the hazard of fire or other casualty.

**Section 11. Advance Amortization Payments.** The Note is pre-payable at any time without a prepayment penalty. However, upon prepayment of the Note, this Agreement will remain in full force and effect until the maturity date set forth in the Note.

**Section 12. Compliance with the Program, the Act, the Guidelines, Agency's Regulations and Any Federal or State Subsidy Source.** The Owner covenants and agrees to comply with the Program, the Act, the Guidelines and any regulations promulgated pursuant thereto, and with any amendments or supplements to the Program, the Act, the Guidelines or regulations. Throughout the term of this Agreement, the Owner further covenants and agrees to comply with any and all requirements imposed upon it as a condition of any federal or State grant, subsidy or loan.

**Section 13. Use of Project - Leasing.** Except as otherwise expressly provided in Sections 3 and 4 of this Agreement or as otherwise agreed to in writing by the Agency, and except for facilities approved by the Agency as normally appurtenant to residential projects for non-transients (such as laundry facilities), the Project shall be used solely to provide housing for the residential population and the facilities and the amenities as described in Section 3 hereof, all as approved in the Commitment.

**Section 14. Consideration for Lease or Intake and/or Occupancy Agreement.** The Owner covenants and agrees not to require as a condition of the occupancy 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 or allowable intake and/or occupancy agreement charges, plus a security deposit not in excess of one (1) month's rent or allowable intake and/or occupancy agreement charges to guarantee the performance of the covenants of the lease or intake and/or occupancy agreement.

**Section 15. Security Deposit.** The Owner covenants and agrees to deposit all moneys, if any, paid to the Owner by any resident, if any, as a security deposit for the payment of rent or other allowable intake and/or occupancy charges under any use and occupancy agreement and/or lease in a separate interest-bearing bank account held and maintained in accordance with applicable law.

**Section 16. Account for Project Revenues/Operating Account.** The Owner covenants and agrees to establish an account for Project Revenues specific to the Project. "Project Revenues" shall mean all rents, intake, occupancy and other revenues of any type whatsoever received in respect

of the Project or the Owner, except for Loan disbursements. Project Revenues shall be deposited in such account and all operating expenses should be paid from this account.

**Section 17. Reserve and Escrow Payments**

On the date of the execution of this Agreement, the Owner will deposit an amount as agreed upon between the Borrower and the Agency for the Project as a reserve for repairs and replacement of items at the Project and initial project costs, excluding social service and/or operating costs. Additionally, the repair and replacement reserve will be funded quarterly by the Borrower with an amount equal to three (3) months repair and replacement reserve as shown on the Project's Form 10. This reserve will be known as the Repair and Replacement Reserve.

All reserve 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 account 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 properly fund painting, decorating, repair and replacement needs with respect to the Project, then the Agency may require an increase in the minimum required escrow amounts necessary to assure proper funding.

**Section 18. Inspection of Premises.** The Owner covenants and agrees to permit the Agency, its agents or representatives, to inspect the Project at any and all reasonable times with or without notice, pursuant to the provisions of the Act and/or the Guidelines.

**Section 19. Books and Records.** The Owner covenants and agrees to maintain adequate books and records of its transactions with respect to the Project. Such books and records shall be available for inspection and audit by the Agency or its agents at any time during business hours, with notice, pursuant to the provisions of the Act and/or the Guidelines. The Owner further covenants and agrees to cause the financial affairs with respect to the Project to be audited by independent certified public accountants and shall furnish the Agency with its audit report of such accountants as may from time to time be required by the Agency.

The Owner shall furnish to the Agency such other information and reports respecting the Project as may from time to time be required by the Agency.

**Section 20. Service Provider Agreement.** The Owner may, and if the Agency so elects, shall contract for the services of an approved DDD service provider to supply the necessary services for the tenants at the Project. The selection of any such service provider, the scope of the provider's duties and the basis of the provider's compensation shall be the subject of a consultation between the Agency, DDD and the Owner and any contract for the employment of any service provider 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 the service provider

**Section 21. Prohibited Actions.** Except with the express approval of the Agency, which approval shall not be unreasonably withheld, the Owner shall not use Project Revenues (as defined in Section 16 hereof), or Loan disbursements to:

- A. incur any liabilities, except in connection with the rental of the Project and its operation and maintenance;
- B. engage in any business activity except the ownership and operation of the Project;
- C. enter into contracts for managers, service providers, attorneys, accountants or other services without the prior written approval of the Agency;
- D. pay more than fair market value for goods or services; and
- E. pay compensation to any officer, director or partner in such capacity or make any cash distribution to any of the foregoing.

**Section 22. Transfers of Ownership Interests.** The Owner shall not transfer or sell any interest in the Project, except to another SNHPLP-eligible applicant as set forth in the Guidelines and only upon prior written notice to and consent by the Agency.

**Section 23. Statutory Powers and Restrictions.** The First Mortgage shall be subject to the restrictions in the Act, and in connection therewith, the Agency shall have the powers set forth in the Act and/or the Guidelines and the regulations now or hereafter promulgated pursuant to the Act, and the Owner hereby consents to such restrictions and agrees to be bound thereby. Such powers and restrictions shall be in addition to and not in limitation of the rights of the Agency expressly set forth in this Agreement.

**Section 24. Accounting in Event of Default; Estoppel.** Upon the occurrence of an Event of Default and within ten (10) business days of demand therefor by the Agency, and otherwise within ten (10) business days of written demand by the Agency, the Owner will furnish to the Agency in writing a statement of the principal sum remaining due on the Loan, together with a statement of any known defenses which may exist as to any liability of the Owner on the Note or otherwise thereunder.

**Section 25. Financing Statements.** The Owner hereby irrevocably authorizes the Agency to execute, if applicable, and file on its behalf one or more financing statements or renewals thereof in respect to any of the security interests granted in connection with the First Mortgage.

**Section 26. Assignment by Agency.** The Owner hereby consents to any assignment of this Agreement by the Agency.

**Section 27. Defaults.** Each of the following shall be an Event of Default:



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- A. failure by the Owner to pay more than thirty (30) calendar days after the due date any installment of principal or interest on the Loan 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 or the other Loan Documents;
  - B. commission by the Owner of any act prohibited by the terms of this Agreement, the First Mortgage or any other Loan Document; failure by the Owner to perform or observe in a timely fashion any action or covenant required by any of the terms of this Agreement, the First Mortgage or any other Loan Document, or failure by the Owner to produce satisfactory evidence of compliance therewith;
  - C. the filing by the Owner under any federal or state bankruptcy or insolvency law or other similar law of any petition in bankruptcy or for reorganization or composition with creditors or the making of an assignment for the benefit of creditors;
  - D. the filing against the Owner of a petition seeking its adjudication as a bankrupt or the appointment of a receiver for the benefit of its creditors which 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 7; or failure to maintain insurance that fully complies with the Agency insurance requirements set forth at Section 7;
  - F. any representation in conjunction with the Loan and the Project by or on behalf of the Owner that is knowingly false or misleading in any respect or warranty of the Owner that is breached;
  - G. any breach by the Owner of its obligations or any failure to observe its covenants under this Agreement, and the other Loan Documents;
  - H. failure to complete the Project as approved by the Agency; and
  - I. failure to comply with the Guidelines, as may be amended from time to time.

The events set forth in the subsections B and G of this Section shall not constitute Events of Default until the prohibited acts, failure to perform or observe, or breaches shall remain uncured for a period of thirty (30) calendar days after the Agency's written notice to the Owner, specifying such prohibited act, failure or breach and requiring that it be remedied, unless the Agency shall agree in writing to an extension of such time prior to its expiration; provided, however, that after the Project

Construction Period only, if the prohibited act, failure, or breach stated in each notice is correctable, but cannot be corrected within the 30-day period, the Agency may not unreasonably withhold its 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. .

**Section 28. 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. No failure to exercise any remedy or take any action enumerated shall constitute a waiver of such right or preclude a subsequent exercise by the Agency of any such remedy:

- A. declare the entire principal sum of the First Mortgage together with any interest and all other liabilities of the Owner under the Note and the other Loan Documents to be immediately due and payable;
- B. cease making disbursements to the Owner of any funds under the Loan or from reserves held by the Agency;
- C. apply any reserves held by the Agency or the balance in the accounts for Project disbursements and revenues, or any combination of these monies, to the payment of the Owner's liabilities hereunder;
- D. foreclose the lien of the First Mortgage on the Project and Land or a portion thereof, 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 (which shall include all applicable intake and/or occupancy charges) and profits of the Project as a matter of right and without notice, with power to collect the rents, uses and profits of said Project, due and becoming due during the pendency of such foreclosure suit, such rents and profits being hereby expressly assigned and pledged as additional security for the payment of the indebtedness secured by the First Mortgage 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 without notice, but nothing herein contained is to be construed to deprive the holder of the First Mortgage of any other right, remedy or privilege it may now have under the law to have a receiver appointed. The provisions for the appointment of a receiver of the rents and profits and the assignment of such rents and profits, is made an express condition upon which the Loan hereby secured are made. Upon such foreclosure the Agency shall have the right to have a receiver appointed for the Project and the rents from the Project;
- E. pursuant to its rights under the Act, remove the Project managing agent(s) and/or service providers after consultation with the Owner, or, if the Agency, after consultation with the Owner, decides it is in the best interest of the Project and its tenants and/or residents, the Owner shall deed the Project and Land to the Agency;

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- F. take possession of the Project and Land or a portion thereof;
- G. without judicial process, collect all rents, use and occupancy fees and other revenue including federal and State subsidies as the agent of the Owner (which upon the occurrence of any Event of Default the Agency is deemed to have been irrevocably appointed by 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 Mortgage;
- H. act as landlord of the Project and rent or lease the same on any terms approved by it, or dispossess by summary proceedings or other available means any tenant defaulting under the terms of the lease of a dwelling unit;
- I. take possession of equipment, appliances or other tangible personal property in which a security interest has been granted by this Agreement or the First Mortgage 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 the Project and Land or in conjunction with a sale of the Project and Land, and the Owner agrees that either method of disposition shall be commercially reasonable;
- J. sue the Owner for a mandatory injunction or other equitable relief requiring performance by the Owner of any of its obligations under this Agreement or the First Mortgage or the other Loan Documents. The Owner agrees with the Agency that the Agency's remedy at law for the violation or nonperformance of the Owner's obligations under the First Mortgage or 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 Low-Income Tenants;
- K. after consultation with the Owner, sue under the Architectural Contract and/or Construction Contract or on a warranty to recover any amount payable to the Owner pursuant to the Architectural Contract and/or Construction Contract or payable to the Owner pursuant to 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 this Agreement or the First Mortgage;
- L. if the Owner commits a breach or threatens to commit a breach of any of the provisions of the Mortgage or 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;

- M. to undertake reasonable maintenance and make reasonable repairs to the Project and to add the cost thereof to the principal sum of the First Mortgage; and/or
- N. 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 subject to the provisions of Section 34 of this Agreement.

**Section 29. Expenses Due to Default.** All expenses (including reasonable attorneys' fees and costs and allowances) incurred in connection with an action to foreclose the First Mortgage or in exercising any other remedy provided by the First Mortgage or this Agreement or the other Loan Documents, including the curing of any Event of Default, shall be paid by the Owner, together with interest at the then current rate being received by the Agency on its investments as determined in good faith by the Agency. Any such sum or sums and the interest thereon shall be a further lien on the Project, Land and Improvements, and shall be secured by this Agreement and the First Mortgage.

**Section 30. Burden and Benefit.** The Agency and the Owner hereby declare their understanding and intent that the burden of the covenants set forth herein touch and concern the Land in that the Owner's legal interest in the Land and the Project is rendered less valuable thereby. The Agency and the Owner hereby further declare their understanding and intent that the benefit of such covenants touch and concern the Land by enhancing and increasing the enjoyment and use of the Land and the Project as permanent supportive housing for the residential population described in Section 3 of this Agreement.

**Section 31. Uniformity; Common Plan.** The covenants, reservations and restrictions hereof shall apply uniformly to the entire Project and Land.

**Section 32. Remedies; Enforceability.** The provisions hereof are imposed upon and made applicable to the Land and shall run with the Land and shall be enforceable against the Owner or any other person or entity that has or had an ownership interest in the Project at the time of such violation or attempted violation. No delay in enforcing the provisions hereof as to any breach or violation shall impair, damage or waive the right of any party entitled to enforce the provisions hereof or to obtain relief against or recover for the continuation or repetition of such breach or violation or any similar breach or violation hereof at any later time or times.

**Section 33. Amendments; Notices; Waivers.** This Agreement and the First Mortgage may be amended only by an instrument in writing executed and acknowledged on behalf of the Agency and the Owner in such manner that the instrument may be recorded.

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



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

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

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

**Owner:**                        **United Way of Bergen County**  
6 Forest Avenue, Suite 210  
Paramus, NJ 07652

All notices shall be deemed given when received.

**Section 34. Personal Liability.** Notwithstanding any other provision contained in this Agreement, the other Loan Documents or any other document or instrument executed by the Owner in connection herewith or therewith, the Agency agrees, on behalf of itself and any future holder of the Note, that the liability of the Owner, any general or limited partner, trustee, director, officer, agent, representative, member or shareholder or the Borrower, and their respective heirs, representatives, successors and assigns for the payment of its obligations hereunder and under the other Loan Documents, including, without limitation, the payment of principal, interest and other charges due hereunder and thereunder, shall be limited to the collateral pledged under the First Mortgage and the other Loan Documents, and that the Agency shall have no right to seek a personal judgment against the Owner, any general or limited partner, trustee, director, officer, agent, representative, member or shareholder or the Borrower, and their respective heirs, representatives, successors and assigns individually, except to the extent necessary to subject the collateral (including the Project and Land) pledged under the First Mortgage and the other Loan Documents to the satisfaction of the First Mortgage debt, and provided, however, that the Agency shall retain the right to exercise any and all remedies granted to it under the First Mortgage, 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 other unlawful acts or omissions with regard to the Project or the Land and shall not apply to such amounts due to the Lender pursuant to Sections 7,8,9,10 and 29 of this Agreement.

**Section 35. Disclaimer of Warranties, Liability; Indemnification/Defense.**

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 purposes of the Project or any portions thereof or any other warranty or representation with respect thereto; (ii) in no event shall the Agency and its members, directors, officers, agents, servants and employees be liable or responsible for any incidental, indirect, special or consequential damages in connection with or arising out of this Agreement or any of the other Loan Documents or the development of the Project or the existence, functioning or use of the Project 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, defend 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 (including reasonable attorneys' fees), imposed by law, which the Owner and/or 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 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, management 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 and employees shall not be liable for any action performed under this Agreement, and that the Owner shall hold them harmless, indemnify and defend them 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. While this statute may not be applicable by its terms to claims arising under contracts with the Agency, the Owner agrees that it shall be applicable to claims arising under the 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.

**Section 36. Equal Opportunity and Non-Discrimination.** The Owner covenants and agrees that it will comply with the Agency's 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 37. Owner's Default Under Financing Documents.**

A. Upon the occurrence of an Event of Default set forth in this Agreement or in the event of a violation by the Owner of the terms of any agreement between the Agency and the Owner, or in the event of a violation of the rules and regulations of the Agency or in the event that the Agency shall reasonably and in good faith determine that the Loans are in jeopardy of not being repaid, the

Agency shall have the right to manage the affairs of the Owner as such affairs relate to the Project or to name a designee to manage the same.

B. The delegation of authority to the Agency shall terminate upon the curing, to the satisfaction of the Agency, of the event giving rise to the delegation.

C. The Agency and its members, designees, agents, officers, or employees shall not be personally responsible for the debts, obligations or liabilities of the Owner.

D. The admission and delegation to the Agency or its designee shall last only for a period coexistent with the duration of the event giving rise to the action hereunder or until the Agency determines in its sole discretion that such an event or one of similar nature will not reoccur.

E. The Agency or its designee shall serve without compensation, but shall be entitled to be reimbursed for all necessary expenses incurred in discharge of its duties as determined by the Agency.

F. The primary function of the Agency or its designee is to protect the interest of the Agency's Loan and the Low-Income Tenants of the Project and, in the absence of fraud or bad faith, the Agency or its designee shall not be liable for damages to the Owner or any partner, member or stockholder thereof.

G. This Agreement and the admission of and delegation to the Agency shall not be construed as to cause a merger between any of the Loan Documents and the title to the Project.

H. The rights and remedies granted to the Agency under this Agreement are not intended to limit in any way its rights and powers under Section 7(b)(6) of the Act.

**Section 38. 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 6 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, which decision shall be final and binding, unless such decision is found to be arbitrary or capricious by a court of competent jurisdiction.

**Section 39. Severability.** The invalidity of any part or provision hereof shall not affect the validity, legality and enforceability of the remaining portions hereof, and to this end the provisions of this Agreement shall be severable.

**Section 40. Successors and Assigns.** This Agreement and all rights, duties, obligations and interests arising hereunder shall bind and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and permitted assigns.

**Section 41. 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.

**Section 42. Recording.** This Agreement shall be duly recorded in the Office of the Clerk for the county in which the Land is located within ten (10) days following its execution.

**Section 43. Governing Law.** This Agreement shall be governed by the laws of the State of New Jersey. The parties agree that any cause of action that may arise under this Agreement or the Loan Documents shall have jurisdiction and venue only in the Courts of the State of New Jersey in and for the County of Mercer.

**Section 44. Further Requirements as to Project.** The Owner covenants, represents, and warrants, that occupancy of the Project shall be further restricted to provide supportive housing for the residential population specified in the Commitment and Section 3 hereof.

The Owner further covenants, represents and warrants that it shall provide specialized supportive services to the tenants of the Project. The supportive services provided on-site will include, but not be limited to: case management; assisting the individuals with their daily living skills and special needs in accordance with the agreement with the Division of Development Disabilities (DDD). The staff will work with the individuals on activities of daily living such as preparing food, housework, shopping, taking medications, exercise, and managing money. The direct staff will also assist individuals on the schedule and outings they choose such as community participation, social and sporting events, and religious services, all as specified in the Commitment. Service delivery for all of the on-site support services will remain consistent for the entire length of stay.

Failure by the Owner to comply with the above shall constitute an Event of Default, upon which the Agency may at its option take any one or more of the actions or remedies in Section 28 hereof.

**Section 45. Miscellaneous.** Unless the context clearly requires otherwise, as used in this Agreement, words of the masculine, feminine or neuter gender shall be construed to include any other gender when appropriate and words of the singular number shall be construed to include the plural number, and vice-versa, when appropriate. This Agreement and all the terms and provisions thereof 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.



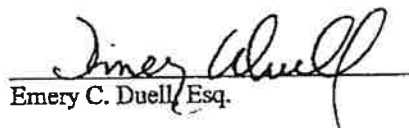
Branch :AXS,User :NJAX

Order: 2317321 Title Officer: Comment:

Station Id :PMEC

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

WITNESS/ATTEST

  
Emery C. Duell, Esq.

Owner: UNITED WAY OF BERGEN COUNTY

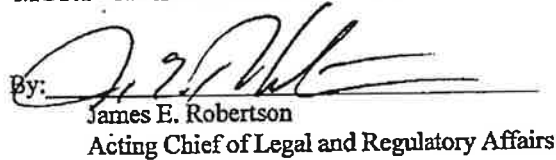
By:   
Thomas Toronto, President

WITNESS/ATTEST

  
Jennifer H. Linett  
Assistant Secretary

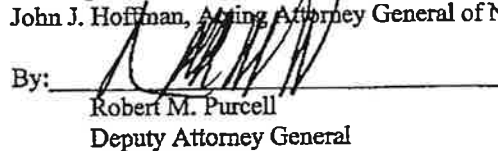
Lender:

NEW JERSEY HOUSING AND  
MORTGAGE FINANCE AGENCY

By:   
James E. Robertson  
Acting Chief of Legal and Regulatory Affairs

This Agreement is approved, as to form:

John J. Hoffman, Acting Attorney General of New Jersey

By:   
Robert M. Purcell  
Deputy Attorney General

Revised 05/2013


Branch :AXS,User :NJAX

Order: 2317321 Title Officer: Comment:

Station Id :PMEC

STATE OF NEW JERSEY, COUNTY OF MERCER SS:

I CERTIFY that on December 12, 2013, Thomas Toronto 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) he is the President of United Way of Bergen County, the non-profit corporation named in this document; and (b) he executed and delivered this document as the voluntary act of the non-profit corporation duly authorized by its Board of Directors.

  
Emery C. Duell  
Attorney at Law, State of New Jersey

STATE OF NEW JERSEY, COUNTY OF MERCER SS:

I CERTIFY that on December 12, 2013, James E. Robertson personally came before me, a Notary Public of the State of New Jersey, and acknowledged under oath to my satisfaction that a) he is the Acting Chief of Legal and Regulatory Affairs of NEW JERSEY HOUSING AND MORTGAGE FINANCE AGENCY, the Agency named in this document, and b) he executed and delivered this document as the voluntary act of the Agency, duly authorized by a proper resolution of its members, on behalf of the Agency.

  
Gloria M. Mehnert  
Notary Public, State of New Jersey  
My Commission Exp: December 14, 2014

Branch :AXS,User :NJAX

Order: 2317321 Title Officer: Comment:

Station Id :PMEC

Issued By:

CHICAGO TITLE INSURANCE COMPANY  
2446 CHURCH ROAD, 3RD FL, TOMS RIVER NJ 08753

PHONE: 888-848-5365 FAX: 732-255-7906

SCHEDULE A

(Continued)

Your Ref: UNITEDWAY-NJ  
HOUSING

Policy No.

PROFORMA

LEGAL DESCRIPTION  
EXHIBIT "A"

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE BOROUGH OF WOODLAND PARK, COUNTY OF PASSAIC, AND STATE OF NEW JERSEY, AND IS DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WESTERLY SIDELINE OF GREENWAY LANE (50' WIDE), SAID POINT BEING DISTANT 14.50' SOUTHERLY OF THE INTERSECTION OF THE WESTERLY SIDELINE OF GREENWAY LANE (50' WIDE) WITH THE SOUTHERLY LINE OF THE FORMER BRIDGE ABUTMENT OF THE BRIDGE OVER THE MORRIS CANAL AND RUNNING THENCE:

1. ALONG THE WESTERLY SIDELINE OF GREENWAY LANE (50' WIDE), S 26°-45'-00" W, 18.50' TO A POINT; THENCE,
2. N 65°-31'-14" W, 138.89' TO A POINT, THENCE,
3. S 25°-45'-00" W, 15.42' TO A POINT, THENCE,
4. N 64°-15'-00" W, 22.18' TO A POINT, THENCE,
5. S 47°-18'-11" W, 95.56' TO A POINT ON THE EASTERLY SIDELINE OF ROUTE 80 EXIT RAMP "D", THENCE,
6. ALONG THE EASTERLY SIDELINE OF ROUTE 80 EXIT RAMP "D" N 33°-22'-26" W, 30.30' TO A POINT OF CURVATURE, THENCE,
7. CONTINUING ALONG THE EASTERLY SIDELINE OF ROUTE 80 EXIT RAMP "D", ON A CURVE TO THE RIGHT HAVING A RADIUS OF 200.00', AN ARC LENGTH OF 44.87' TO A POINT OF COMPOUND CURVATURE, THENCE,
8. CONTINUING ALONG THE EASTERLY SIDELINE OF ROUTE 80 EXIT RAMP "D", ON A CURVE TO THE RIGHT HAVING A RADIUS OF 75.00', AN ARC DISTANCE OF 38', MORE OR LESS, TO THE SOUTHERLY SIDELINE OF THE FORMER MORRIS CANAL, THENCE,
9. ALONG THE SOUTHERLY SIDELINE OF THE FORMER MORRIS CANAL, ON A CURVE TO THE RIGHT HAVING A RADIUS OF 389.63', AN ARC DISTANCE OF 180', MORE OR LESS, TO A POINT, THENCE,
10. CONTINUING ALONG THE SOUTHERLY SIDELINE OF THE FORMER MORRIS CANAL, S 26°-45'-00" W, 3', MORE OR LESS, TO A POINT, THENCE,

ALTA Loan 6/17/06 New Jersey Variation

NJ-01080.404570-RAM-72-30730-1--2013-01320

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Branch :AXS,User :NJAX

Order: 2317321 Title Officer: Comment:

Station Id :PMEC

Issued By:



CHICAGO TITLE INSURANCE COMPANY

2446 CHURCH ROAD, 3RD FL, TOMS RIVER NJ 08753 PHONE: 888-848-5365 FAX: 732-255-7906

SCHEDULE A

(Continued)

Your Ref: UNITEDWAY-NJ  
HOUSING

Policy No.

PROFORMA

EXHIBIT "A"  
LEGAL DESCRIPTION - CONTINUED

11. CONTINUING ALONG THE SOUTHERLY SIDELINE OF THE FORMER MORRIS CANAL, S  
71°-11'-00" E, 36.77' TO A POINT, THENCE,

12. CONTINUING ALONG THE SOUTHERLY SIDELINE OF THE FORMER MORRIS CANAL, S  
64°-15'-00" W, 63.60' TO A POINT ON THE WESTERLY SIDELINE OF GREENWAY LANE (50'  
WIDE), BEING THE POINT AND PLACE OF BEGINNING.

BEING IN ACCORDANCE WITH A SURVEY PREPARED BY SCHWANEWEDE/HALS, DAVID A.  
HALS, P.E., L.S., P.P. N.J. PROFESSIONAL ENGINEER AND LAND SURVEYOR DATED MAY  
10, 2013.

BEING ALSO KNOWN AS (REPORTED FOR INFORMATIONAL PURPOSES ONLY):

Block 9, Lot 3 on the official tax map of the BOROUGH OF WOODLAND PARK, County of Passaic, State of  
New Jersey

ALTA Loan 6/17/06 New Jersey Variation

NJ-01080.404970-RAM-72-30730-1- -2013-01320

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END OF DOCUMENT



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**Department of Human Services**  
**Office of Licensing**

**LICENSE**

**ADVANCING OPPORTUNITIES/CEREBRAL PALSY OF NEW JERSEY, INC.**

610 Beverly Rancocas Road  
Willingboro, NJ 08046

*Having met the requirements of the New Jersey Statute, P.L. 1977, c. 448, and the regulations of this  
Department, is hereby licensed as a*

**Group Home Developmental Disability  
for 3 individuals**

at



**This License is effective from 07/31/2024 to 07/31/2025**

  
Sarah M. Adelman, Commissioner, Department of Human Services

License No. GH1863



**State of New Jersey  
Department of Human Services  
Office of Licensing**

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Sarah M. Adelman, Acting Commissioner, Department of Human Services



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Office of Licensing**

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**ADVANCING OPPORTUNITIES/CEREBRAL PALSY OF NEW JERSEY, INC.**

**1005 Whitehead Road Ext**

**Suite 1**

**Ewing, NJ 08638-2424**

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**Group Home Developmental Disability  
for 3 individuals**

at



**This License is effective from 07/31/2020 to 07/31/2021**

  
Sarah M. Adelstein, Acting Commissioner, Department of Human Services

License No. GH1863



**State of New Jersey**  
**Department of Human Services**  
**Office of Licensing**

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Ewing, NJ 08638-2424

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*is hereby licensed as a*

**Group Home Developmental Disability**

**for 3 individuals**

at



This License is effective from 07/31/2019 to 07/31/2020

A handwritten signature in cursive script, appearing to read "Carol Johnson".

Carol Johnson, Commissioner, Department of Human Services



License No. GH1863

**State of New Jersey**  
**Department of Human Services**  
**Office of Licensing**

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**ADVANCING OPPORTUNITIES/CEREBRAL PALSY OF NEW JERSEY, INC.**

1005 Whitehead Road Ext  
Suite 1  
Ewing, NJ 08638-2424

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**Group Home Developmental Disability**  
**for 3 individuals**

at



This License is effective from 07/31/2018 to 07/31/2019

A handwritten signature in cursive script.

Carol Johnson, Commissioner, Department of Human Services

License No. GH1863



State of New Jersey  
Department of Human Services  
Office of Licensing

**LICENSE**

**ADVANCING OPPORTUNITIES/CEREBRAL PALSY OF NEW JERSEY, INC.**

1005 Whitehead Road Ext

Suite 1

Ewing, NJ 08638-2424

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**Group Home Developmental Disability  
for 3 individuals**

at



This License is effective from 07/31/2017 to 07/31/2018

*Elizabeth Connolly*  
Elizabeth Connolly, Acting Commissioner  
Department of Human Services



License No. GH1863



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**Department of Human Services**  
**Office of Licensing**

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**ADVANCING OPPORTUNITIES/CEREBRAL PALSY OF NEW JERSEY, INC.**

1005 Whitehead Road Ext  
Suite 1  
Ewing, NJ 08638-2424


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is hereby licensed as a*

**Group Home Developmental Disability  
for 3 individuals**

at



This License is effective from 07/31/2016 to 07/31/2017

  
Elizabeth Connolly, Acting Commissioner  
Department of Human Services





License No. GH1863

State of New Jersey  
Department of Human Services  
Office of Licensing

**PROVISIONAL LICENSE**

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1005 Whitehead Road Ext  
Suite 1  
Ewing, NJ 08638-2424

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**Group Home Developmental Disability  
for 3 individuals**

at



**This License is effective from 04/30/2015 to 04/30/2016**

*Elizabeth Connolly*  
Elizabeth Connolly, Acting Commissioner  
Department of Human Services