Step 1. Identify the lots to be analyzed based on the following distances from the subject lot. Only lots on the same side of the street as the subject lot are to be included; (for the various zones the Borough will give distance in feet for lots that should be included, we have provided the actual adjacent lots meeting this distance above in H.r.)

Step 2. Determine the actual front yard setback on each lot.

Step 3. Eliminate the highest value and lowest value. Only one high and one low value are eliminated, even if there are multiple measurements at the same value.

Step 4. Calculate the average of the remaining values. The average front yard represents the minimum required front yard for the subject lot. A larger front yard is permissible provided it is no more than 10% larger than the minimum.
Unmet Need Sites

LOCATION:
Haddonfield Borough, Camden County, NJ

DATE:
February 2019

Legend
Site Lettering (A-J) per Settlement Agreement
Height Change
3 Story
4 Story
5 Story
No Change
Residential Use Change
Allowing Upper Story Residential

A. PATCO Site
B. Acme Site
C. PNC Bank
(East side of Haddon from Hawthorne to Merion)

F. South (West) side of Haddon from Woodland to Redman

G. North (East) side of Haddon from Merion to Hopkins

H. Wells Fargo Bank
99 Haddon Ave.
(East side of Haddon from Hopkins to Euclid)

J. North side of Haddon south of Euclid

I. Grove Street - Existing C Commercial Districts north of Lake on west side and north of Glover on east side

Clarke Caton Hintz
Architecture
Planning
Landscape Architecture
## 2018 Affordable Housing Regional Income Limits by Household Size

Income limits not officially adopted by the State of New Jersey. Contact your municipality to see if applicable in your jurisdiction. Additional information about ARHPI income limits is posted on N.J.A.C. 5:80-26.4(a).

<table>
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<tr>
<th>Region</th>
<th>Category</th>
<th>1 Person</th>
<th>*1.5 Person</th>
<th>2 Person</th>
<th>*3 Person</th>
<th>4 Person</th>
<th>*4.5 Person</th>
<th>5 Person</th>
<th>6 Person</th>
<th>7 Person</th>
<th>8+ Person</th>
<th>Max Increase Rents**</th>
<th>Sales***</th>
<th>Regional Asset Limit****</th>
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<td>2.2%</td>
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</table>

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

**This column is used for calculating the pricing for rent increases for units (as previously calculated under N.J.A.C. 5:97-9.3). The increase for 2015 was 2.3%, the increase for 2016 was 1.1%, the increase for 2017 was 1.7%, and the increase for 2018 is 2.2% (Consumer Price Index for All Urban Consumers (CPI-U): Regions by expenditure category and commodity and service group). Landlords who did not increase rents in 2015, 2016, or 2017 may increase rent by up to the applicable combined percentage from their last rental increase for that unit. In no case can rent for any particular apartment be increased more than one time per year.

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

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

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

Note: Since the Regional Income Limits for Region 6 in 2017 were higher than the 2018 calculations, the 2017 income limits will remain in force for 2018 (as previously required by N.J.A.C. 5:97-9.2(c)).
RESOLVED by the Board of Commissioners of the Borough of Haddonfield, County of Camden, State of New Jersey, that the appropriate officials are authorized to sign a settlement agreement, copy available in the Borough Clerk’s Office, with Fair Share Housing Corporation, 510 Park Boulevard, Cherry Hill, New Jersey 08002 in relation to Court Case Docket No. CAM-L-2596-15.

ROLL CALL VOTE:  YES  NO
KASKO  X
MOSCATELLI  X
ROCHFORD  X

I HEREBY CERTIFY THAT THIS IS A TRUE COPY OF A RESOLUTION ADOPTED BY THE BOARD OF COMMISSIONERS OF THE BOROUGH OF HADDONFIELD AT A MEETING HELD ON MARCH 12, 2019.

Deanna Bennett, Borough Clerk
IN THE MATTER OF THE APPLICATION OF THE BOROUGH OF HADDONFIELD, COUNTY OF CAMDEN.

SUPERIOR COURT
Law Division Camden County

DOCKET NO: CAM-L-2596-15

CIVIL ACTION

ORDER

This matter having been presented to the Court by Edwin W. Schmierer, Esquire, Mason, Griffin & Pierson, PC, attorney for Declaratory Plaintiff, Borough of Haddonfield, and Kevin D. Walsh, Esquire, attorney for Interested Party and Intervenor by consent Fair Share Housing Center, with Francis J. Banisch, III, P.P., A.I.C.P., appearing as the Court Appointed Special Master; and

IT APPEARING that Haddonfield Borough (the "Borough") filed a Declaratory Judgment Complaint for the Court to approve the Borough's Housing Element and Fair Share Plan (hereinafter "Fair Share Plan") in response to In Re Adoption of N.J.A.C. 5:96, 221 N.J. 1 (2015) ("Mount Laurel IV"); and the Court having granted the Borough immunity from all "builders remedy" Mount Laurel actions from the time of the filing of the Borough's Declaratory Judgment action (hereinafter "DJ Action"); and the Court having appointed Francis J. Banisch, III, P.P., A.I.C.P. as the Special Master (hereinafter the "Special Master") to review the
Borough’s compliance with the *Mount Laurel* doctrine; and Fair Share Housing Center ("FSHC") having participated in the Borough’s DJ Action as an interested party and now, as a result of the Agreement, as an Intervenor by Consent; and FSHC and the Borough having considered various experts reports calculating the number of affordable housing units required to satisfy the Borough’s affordable housing obligation; and the Borough and FSHC having engaged in settlement discussions and thereafter having agreed upon a formal Settlement Agreement ("Agreement") marked into evidence as Exhibit A, which was executed by Kevin D. Walsh, Esq. on behalf of FSHC on February 26, 2019, and approved and executed by the Borough Mayor, on April 4, 2019, as authorized by Borough Council Resolution; and

IT FURTHER APPEARING that the Court scheduled a *Mount Laurel* Fairness Hearing on May 8, 2019 to consider whether the terms of the Agreement are fair and reasonable to low and moderate income households of the region; and the Borough having provided adequate notice of the Fairness Hearing to the public, affordable housing advocates in the region and interested parties; and comments to the Agreement having been filed in response to the notice; and the Special Master having reviewed the Agreement and, on May 6, 2019, having issued a Master’s Report evaluating the fairness of the Agreement, which was marked as Exhibit D at the fairness hearing; and the Special Master having concluded in the Report that the Agreement is fair and reasonable to the region’s low and moderate income households; and the Master having further recommended in the Report that the Court approve the Agreement, with suggested conditions; and FSHC having participated in the Hearing and having expressly supported the proposed Agreement as advancing the interests of the region’s low and moderate income households; and
IT FURTHER APPEARING that the Court having accepted as evidence in the record the exhibits; and the Court having considered the documents on the record and the Special Master’s testimony, as well as the testimony of Sharon McCullough, Haddonfield Borough Administrator and Mary Beth Lonergan, PP, AICP, Haddonfield Borough Affordable Housing Planner and the testimony of residents of Haddonfield who objected to the Agreement; and, as a result of the foregoing, the Court having made at the conclusion of the Hearing various findings of fact and determinations of law as set forth on the record on May 9, 2019; and for further good cause appearing:

IT IS on this 1st day of July 2019, ORDERED AND ADJUDGED as follows:

1. Pursuant and to the standards articulated by Judge Skillman in *Morris County Fair Housing Council v. Boonton Borough*, 197 N.J. Super. 359 (Law Div. 1984) and further addressed by the Appellate Division in *East/West Venture v. Bor. of Fort Lee*, 286 N.J. Super. 311 (App. Div. 1996), the Court hereby accepts and approves the Final Agreement, Exhibit A, and concludes that said Agreement is fair, reasonable, and adequately protects the interests of the region’s lower-income persons.

2. During the next 120 days (the “Compliance Period”), the Borough shall satisfy the requirements set forth in the Agreement and the Special Master’s May 6, 2019 report.

3. A Compliance Hearing will be scheduled for September 9, 2019 at 9:30 a.m.

4. Upon conclusion of the Compliance Hearing, if the Court approves the Borough’s Housing Element and Fair Share Plan, Spending Plan and other compliance documents, the Court shall issue an order providing the judicial equivalent of substantive certification pursuant to the New Jersey Fair Housing Act which, once entered, will maintain the Borough’s immunity from all “builders remedy” *Mount Laurel* actions through July 1, 2025.
5. The Borough's current immunity from "builders remedy" Mount Laurel actions shall remain in full force and effect subject to further Order of the Court.

Honorably Signed

FAIR SHARE HOUSING CENTER
By: Kevin Walsh, Esq.
Date: 6/20/2019

BOROUGH OF HADDONFIELD
By: Edwin W. Schmicer, Esq.
Special Counsel
Date: 6/20/2019
APPENDIX C

New Jersey American Water Letter of Capacity To Provide Water and Sewer Service
October 23rd, 2019
Elaine Clisham
Clark Canton Hints
P: 609-477-7322
eclisham@cchnj.com

Re: Multiple Properties, Haddonfield

Dear Ms. Clisham:

The New Jersey-American Water Company is franchised for the supply of water and sewer in portions of the Borough of Haddonfield for the below referenced properties:

**Site Developments:**

**Bancroft Redevelopment:** Block 14, lot 2

**Overlay Zones:**

**Patco:** Block 118, lot 12 and Block 134, lot 9
**Acme:** Block 39, lots 6, 6.01, and 9.01
**PNC Bank:** Block 11.05, Lot 1
**Archer-Greiner:** Block 14 lot 2
**TD Bank:** Block 14 lot 2
**SW Side of N. Haddon Avenue:** Block 131, lots 2, 2.01, 3, 4 and 5,
**Woodland Avenue to Redman Avenue:** Block 132, lots 1, 3, 4, 4.01, 4.02 and 5
**Wells Fargo Bank:** Block 11 lot 1
**W Side of Grove Street and N of Lake Avenue:** Block 11, lots 7, 7.01 and 7.02
**E Side of Grove Street and N of Glover Avenue:** Block 13, lots 15.02, 16
**N Side of N. Haddon Avenue and S of Euclid Avenue:** Block 11, lots 2, 14 and 24
With respect to the above-referenced properties, water and sewer service to the curb can be established after execution of the necessary applications with New Jersey-American Water Company which can be obtained by calling Customer Service at 1-800-652-6987. It should be noted that NJAW does not reserve or guarantee capacity as availability of regulatory capacity changes over time in connection with changes to system demand.

If you have any questions, please contact our office.

Thank You,

[Signature]

Harleigh Pino
Operations Specialist
APPENDIX D

Camden County Home Improvement Program documentation, including:

- Borough of Haddonfield/Camden County Interlocal Services Agreement
- Authorizing Resolution
- Camden County Home Improvement Program Operating Manual
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
COOPERATION AGREEMENT – PROGRAM YEARS 2018, 2019, and 2020

AGREEMENT made this 1st day of July 2017, by and between the County of Camden, 520 Market Street, Camden, NJ 08102 and the Municipalities listed below.

Whereas the Uniform Shared Services and Consolidation Act (N.J.S.A. 40A:65-4 et seq.) permits local units such as counties and municipalities to enter into agreements for the provision of joint services; and

Whereas Title I of the Housing and Community Development Act of 1974, the Housing and Urban-Rural Recovery Act of 1983, and the HOME Partnership Act of 1991, (hereinafter referred to as the “Acts”) and the Emergency Solutions Grant (ESG) provides federal funds from the US Department of Housing and Urban Development (hereinafter referred to as (“HUD”) which are available to urban counties such as Camden County (hereinafter referred to as the “COUNTY”) for use to carry out eligible community development and affordable housing activities therein; and

Whereas, this Agreement covers both the Community Development Block Grant Entitlement (hereinafter referred to as “CDBG”), the HOME Investment Partnership programs (hereinafter referred to as “HOME”); the Emergency Solutions Grant (ESG) and

Whereas, the County of Camden’s Office of Community Development administers the program; and

Whereas, the Municipalities of Audubon Borough, Audubon Park Borough, Barrington Borough, Bellmawr Borough, Berlin Borough, Berlin Township, Brooklawn Borough, Chesilhurst Borough, Clementon Borough, Collingswood Borough, Gibbstown Borough, Haddon Township, Haddon Heights Borough, Haddonfield Borough, Hi-Nella Borough, Laurel Springs Borough, Lawnside Borough, Lindenwold Borough, Magnolia Borough, Merchantville Borough, Mount Ephraim Borough, Oaklyn Borough, Pennsauken Township, Pine Hill Borough Runnemede Borough, Somerdale Borough, Stratford Borough, Voorhees Township, Waterford Township, Winslow Township and Woodlynne Borough (hereinafter referred to as the ‘MUNICIPALITY”) wish to participate in eligible activities to be carried out under the COUNTY 3-year CDBG, HOME, and ESG Programs; and

Whereas, the Municipality wishes to participate in eligible activities to be carried out under the COUNTY 3-year CDBG, HOME, and ESG Programs;

NOW, THEREFORE, in consideration of the promises and of the covenants, terms and conditions hereinafter set forth, it is mutually agreed as follows:
1. Administration

The COUNTY agrees to provide, at no cost to the MUNICIPALITY, the staff, resources, and other services necessary to plan and administer with the assistance of the MUNICIPALITY the CDBG, HOME, and ESG programs.

2. Mutual Cooperation

The COUNTY and the MUNICIPALITY agree to cooperate to undertake, or assist in undertaking community renewal and lower-income housing assistance activities. The MUNICIPALITY recognizes that the COUNTY with input from the MUNICIPALITY acts as the agent for all municipalities in the implementation of the CDBG, HOME, and ESG programs.

3. Projects Funded

A. The COUNTY agrees to facilitate, encourage and allow municipal officials and the citizens of the MUNICIPALITY to have the full and open opportunity to submit projects for funding consideration.

B. The MUNICIPALITY understands and agrees that the COUNTY shall have the sole decision on selecting activities to be funded through the CDBG, HOME and ESG Programs and the responsibility for the annual filing of the Consolidated Action Plan with HUD.

4. Municipal Obligations

A. The MUNICIPALITY shall be responsible for ensuring that all CDBG, HOME, and ESG funds are used in accordance with all program requirements as set forth in 24 CFR § 570.501(b).

B. The MUNICIPALITY may not apply for grants under the Small Cities or State CDBG Programs for appropriations for fiscal years during the period in which it is participating in the COUNTY’s Program.

C. The MUNICIPALITY may not participate in a HOME consortium except through the COUNTY’s approved organization, regardless of whether the COUNTY received a HOME formula allocation.

D. The MUNICIPALITY may receive a formula allocation under the ESG Program only thru the Urban County.

E. The MUNICIPALITY shall affirmatively further fair housing.

F. A unit of local government may not sell, trade or otherwise transfer all or any portion of such funds to another metropolitan city, urban county, unit of general local government, or Indian tribe, or insular area that directly or indirectly receives CDBG
funds in exchange for any other funds, credits or federal considerations, but must uses such funds for activities eligible under Title I of the Act.

5. Term of Agreement

A. This Agreement covers CDBG, HOME, and ESG appropriations for program years 2018, 2019 and 2020 starting July 1, 2018, through June 30, 2021. This Agreement shall remain in effect until the CDBG, HOME, and ESG funds and program income received with respect to the three-year qualification period and any successive three year qualification periods has been expended and the funded activities completed. The MUNICIPALITY may not terminate this Agreement or withdraw from it while it remains in effect.

B. Upon expiration of this Agreement, the MUNICIPALITY shall transfer to the COUNTY any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds.

6. Performance of Services/Contracts

A. The MUNICIPALITY shall take all appropriate actions as determined by the COUNTY in order to carry out the objectives of the CDBG, HOME, and ESG Programs, and the Consolidated Action Plan, in accordance with the Acts and applicable regulations.

B. The MUNICIPALITY shall take all appropriate actions to carry out the objectives of the CDBG, HOME, and ESG Programs within the time period or periods specified by HUD.

7. Applicable Laws and Compliance

A. The COUNTY and the MUNICIPALITY shall take all required actions to comply with the certifications required by Section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended, including but not limited to, Title VI of the Civil Rights Acts of 1964, the Fair Housing Act, Section 109 of the Housing and Community Development Act of 1974, The Americans with Disabilities Act of 1990 and laws and regulations applicable to the CDBG and Home programs.

B. The MUNICIPALITY agrees to comply with the audit requirements and standards imposed by 24 CFR § 570.502(a) and the COUNTY.

C. The MUNICIPALITY shall conduct and administer the grant in conformity with title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d), the Fair Housing Act (42 U.S.C. 3601-3619), and implementing regulations.

D. The MUNICIPALITY shall comply with lead-based paint procedures.
E. The MUNICIPALITY shall comply with applicable uniform administrative requirements as described in 24 CFR § 570.502.

F. The MUNICIPALITY is subject to the same requirements applicable to sub recipients, including the written agreement, as described in 24 CFR 570.503.

G. The County and Municipality agree to comply with all other applicable laws.

8. Fair Housing

The MUNICIPALITY acknowledges that the COUNTY will terminate CDBG, HOME, and ESG to the MUNICIPALITY if the MUNICIPALITY does not affirmatively further fair housing within the MUNICIPALITY’s jurisdiction and/or if the MUNICIPALITY impedes the COUNTY’s actions to comply with its fair housing certification.

9. Law Enforcement

A. The MUNICIPALITY has adopted and is enforcing a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations.

B. The MUNICIPALITY has adopted and is enforcing a policy of enforcing applicable state and local laws against physically barring entrance to or exit from a facility or location that is the subject of such non-violent civil rights demonstrations within its jurisdiction.

C. The MUNICIPALITY agrees to indemnify and hold the COUNTY harmless of and from any and all claims, demands, losses and expenses that it may incur by reason the MUNICIPALITY’s failure to comply with subsections A and B of this paragraph 9.

10. Equal Employment Opportunities

The MUNICIPALITY will abide by and enforce all applicable equal employment requirements including but not limited to, Executive Order 11246 (Equal Employment Opportunities Act).

11. Real Property

The MUNICIPALITY shall comply with the following standards regarding real property acquired or improved in whole or in part using the CDBG funds.

A. The MUNICIPALITY shall notify the COUNTY, in a timely manner of any modification or change in the use of real property from that intended at the time of the acquisition or improvement including disposition thereof.
B. The MUNICIPALITY shall reimburse the COUNTY in an amount equal to the current fair market value (less any portion thereof attributable to expenditure of non-CDBG funds) of property acquired or improved with CDBG funds that is disposed of or transferred for use incongruent with CDBG regulations.

C. In the event of the COUNTY’s failure to qualify as an urban county or a change in the MUNICIPALITY’s status, any program income generated from the disposition or transfer of property shall be paid to the COUNTY.

D. Any real property under the MUNICIPALITY's control that was acquired or improved in whole or in part with CDBG funds (including CDBG funds provided to the MUNICIPALITY in the form of a loan) in excess of $25,000 shall either be:

(1) Used to meet one of the national objectives in 24 CFR § 570.208 (formerly §570.901) until five years after expiration of this Agreement, or for such longer period of time as determined to be appropriate by the COUNTY; or

(2) Not used in accordance with 24 CFR § 570.503(b)(7)(i), in which event the MUNICIPALITY shall pay to the COUNTY an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of, or improvement to, the property. The payment is program income to the COUNTY. (No payment is required after the period of time specified in paragraph § 570.503 (b)(7)(i).)

12. Suspension and Termination.

In accordance with 24 CFR 85.43, suspension or termination of funding may occur if the MUNICIPALITY materially fails to comply with any term of this Agreement or applicable laws and regulations. In accordance with 24 CFR 85.44 funding or may be terminated for convenience. In the event of termination, the COUNTY may take one or more of the actions specified in 24 CFR 85.43.

13. Effective Date

This Agreement shall take effect upon execution by all parties.

14. Counterparts

This Agreement may be executed in counterparts, each part of which shall be deemed an original but all of which shall constitute one and the same agreement.

15. Minor Amendments

Should it become necessary to change the language of this Agreement to meet HUD approval, without making major changes and without altering the intent of this Agreement, such changes may be made administratively with the written consent of the Chief Executive Officer of the Municipality and the COUNTY’s Office of County Counsel. All remaining
provisions of this Agreement shall remain in full force and effect for the term provided herein.

16. Severability

In the event that a provision of this Agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be affected.

17. Entire Agreement

This Agreement represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations, proposals or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both parties.

IN WITNESS WHEREOF, the County and the Municipality have executed this Agreement of the day and year first above written.

Haddonfield  
Municipality

Mayor

Municipal Clerk

County Administrator

Clerk of the Board

Date

Received
FEB 21 2018
Camden County
Community Development
BOROUGH OF HADDONFIELD  
Camden County, New Jersey

August 22, 2017

2017-08-22-143
Authorization to Approve Signing of a 3-Year Cooperation Agreement with the County of Camden – Community Development Block Grant Program Cooperation Agreement – Program Years 2018, 2019, 2020

WHEREAS, the Borough of Haddonfield and the County of Camden wish to establish a cooperative means of conducting certain eligible community development and affordable housing activities; and

WHEREAS, the Uniform Shared Services and Consolidation Act (N.J.S.A. 40A:65-4 et seq.) permits local units such as counties and municipalities to enter into agreements for the provision of joint services; and

WHEREAS, Title 1 of the Housing and Community Development Act of 1974, the Housing and Urban-Rural Recovery Act of 1983, the HOME Program Act of 1991, and the Emergency Solutions Grant, as amended, provides federal funds being made available to Camden County for use to carry out eligible Community Development Activities therein; and

WHEREAS, the Borough of Haddonfield will propose certain activities to be carried out under the 39th, 40th and 41st year Community Development, HOME Programs and Emergency Solutions Grant programs; and

WHEREAS, the aforesaid activities are in the best interest of the Borough of Haddonfield and the County of Camden;

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Borough of Haddonfield, County of Camden, State of New Jersey that the 37th, 38th and 39th Year Cooperation Agreement be adopted;

BE IT FURTHER RESOLVED that this Resolution shall take effect immediately upon its enactment.

Neal Rochford, Mayor

Dearina Bennett, Municipal Clerk

ROLL CALL VOTE: YES  NO
KASKO     X
MOSCATELLI X
ROCHFORD   X

I HEREBY CERTIFY THAT THIS IS A TRUE COPY OF A RESOLUTION ADOPTED BY THE BOARD OF COMMISSIONERS OF THE BOROUGH OF HADDONFIELD AT A MEETING HELD ON AUGUST 22, 2017.

Deanna Bennett, Borough Clerk
APPENDIX E

Kings Court crediting documentation, including:

- Unit census
- Sample deed restriction
- Sample recapture mortgage
### Unit Information - New Construction

**Project Name:** Kings Court  ---  **Project ID:** 1402

<table>
<thead>
<tr>
<th>Unit Address</th>
<th>Bk/Lot/Qual/Unit</th>
<th>Building Permit Complete Date</th>
<th>C.O. Num/Date</th>
<th>Initial Sale or Retail Sale</th>
<th>% of Affordability</th>
<th>Municipal Subsidy</th>
<th>Effect. Date of Affordability Controls</th>
<th>Sale/Transfer Date</th>
<th>Per-Petual Flag</th>
<th>Length of Affordability Controls Removed</th>
<th>Date Affordability Controls Removed</th>
<th>Completed/Credit worthy</th>
<th>Unit Categories</th>
<th>Unit Flags</th>
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</thead>
<tbody>
<tr>
<td>30 Kings Court</td>
<td>B: 34-; L: 10-; Q: 209; Unit: 209</td>
<td>2005-682 07/26/06</td>
<td>2005-682 07/26/06</td>
<td>$83,063.00</td>
<td>0%</td>
<td>$0.00</td>
<td>12/29/06</td>
<td>12/29/06</td>
<td>N</td>
<td>30</td>
<td>1/1</td>
<td>2 Bedroom</td>
<td>Sale</td>
<td>Moderate Income</td>
</tr>
</tbody>
</table>

| 30 Kings Court | B: 34-; L: 10-; Q: 208; Unit: 208 | 2005-682 07/26/06 | 2005-682 07/26/06 | $33,342.00 | 0% | $0.00 | 02/13/07 | 02/13/07 | N | 30 | 1/1 | Low Income | 1 Bedroom | Sale |

| 30 Kings Court | B: 34-; L: 10-; Q: 309; Unit: 309 | 2005-682 07/26/06 | 2005-682 07/26/06 | $45,170.00 | 0% | $0.00 | 09/05/06 | 09/05/06 | N | 30 | 1/1 | 2 Bedroom | Sale | Low Income |

<p>| 30 Kings Court | B: 34-; L: 10-; Q: 308; Unit: 308 | 2005-682 07/26/06 | 2005-682 07/26/06 | $63,144.00 | 0% | $0.00 | 09/25/06 | 09/25/06 | N | 30 | 1/1 | 1 Bedroom | Sale | Moderate Income |</p>
<table>
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<th>Unit Address</th>
<th>Bk/Lot/Qual/Unit</th>
<th>Building Permit Complete Date</th>
<th>C.O. Num/Date</th>
<th>Initial Sale or Retail Sale</th>
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<thead>
<tr>
<th>Total Avg % Affordability</th>
<th>Total Municipal Subsidy</th>
<th>Total Completed/Credit Worthy</th>
</tr>
</thead>
<tbody>
<tr>
<td>0%</td>
<td>$0.00</td>
<td>4 / 4</td>
</tr>
</tbody>
</table>
# Camden County Document Summary Sheet

**Submitting Company**: North East Title Agency  
**Document Date**: 11/13/17  
**Document Type**: Deed  
**No. of Pages of the Original Signed Document**: 8  
**Consideration Amount**: $37,670.00

### First Party
(Grantor or Mortgagor or Assignor)  
**Name(s)**: Financial Wellness Institute, Inc.  
**Address (Optional)**:

### Second Party
(Grantee or Mortgagee or Assignee)  
**Name(s)**:  
**Address (Optional)**:  

### Parcel Information
(Enter up to three entries)  
**Municipality**: Haddonfield  
**Block**: 34  
**Lot**: 10  
**Qualifier**: CO98  
**Property Address**: 30 Kings Ct., Unit #308, Haddonfield, NJ 08033

### Reference Information
(Enter up to three entries)  
**Book Type**:
**Book**:
**Beginning Page**:
**Instrument No.**:
**Recorded/File Date**:
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 November 13, 2017 by and between

Financial Wellness Institute, Inc. (Grantor) whose address is 1200 Delsea Drive Apt. 1,
Westville, NJ 08093 and

whose address is about to become 30 Kings Court
#208, Haddonfield, NJ, 08033.

Article 1. Consideration and Conveyance

In return for payment to the Grantor by the Grantee of Thirty Seven Thousand-Six Hundred-
Seventy Dollars, ($37,670.00), 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 in
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 Haddonfield Borough, County of Camden, State of New Jersey, and described
more specifically as Block No. 34, Lot No. 10, Qualifier C0208, and known by the street
address:

30 Kings Ct. #208
Haddonfield, NJ 08033

Schedule A attached hereto.

Being the same premises conveyed to Grantor herein by Quit Claim Deed from PNC Bank, N.A.,
dated 12/23/2016 and recorded in the Camden County Clerk’s Office on 04/04/2017 in Deed
Book 10606, Page 1233.

Being the same premises granted to PNC Bank, N.A. under Sheriffs Deed from Gilbert L. Whip
Wilson, Sheriff of the County of Camden, in the State of New Jersey, dated 07/19/2016 and
recorded in the Camden County Clerk’s Office on 08/12/2016 in Deed Book 10464, Page 986.

Being the same premises granted to Jane M. Allen, unmarried woman, by Deed from Kings
Court at Haddonfield, LLC, Dated 02/15/2007 and Recorded in the Camden County Clerks
Office on 03/01/2007 in Deed Book 8487, Page 1622.

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.)

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.

[Signature]

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

[Signature]

Print name of signer

President of

[Company]

C. CERTIFICATE OF ACKNOWLEDGEMENT BY INDIVIDUAL

State of New Jersey, County of ____________________________

I am either (check one) a Notary Public or an officer authorized to take acknowledgments and proofs in the state of New Jersey. I sign this acknowledgement below to certify that it was executed before me. On this the __________ day of __________ 20__ 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. 89, sec. 1(a), is $____________________.

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

[Signature]
CORPORATE PROOF BY SUBSCRIBING WITNESS

State of New Jersey, County of __________

I am either (check one) __________ a Notary Public or __________ an officer authorized to take acknowledgements and proofs in the state of New Jersey. On this the __________ day of __________, 2019 (hereinafter the "Witness") appeared before me in person. The Witness was duly sworn by me, and under oath stated and proved to my satisfaction that:

1. The Witness is the __________ secretary of the corporation which is the Grantor described as such in this deed (hereinafter the "Corporation").

2. __________, the officer who signed this Deed is the __________ of the Corporation (hereinafter the "Corporate Officer").

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

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

The Witness also acknowledges that the full and actual consideration paid or to be paid for the transfer of title to realty evidenced by this Deed, as such consideration is defined in N.J. 1968, c. 49, sec. 1(c), is __________.

Sworn and signed before me on the date above written:

[Signature]

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

SUSAN E. KEARNEY
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires December 21, 2020
State of New Jersey
SELLER'S RESIDENCY CERTIFICATION/EXEMPTION

(Please Print or Type)

SELLER'S INFORMATION
Name(s)
Financial Wellness Institute Inc.

Current Street Address
1200 North Delsea Drive, Suite 1

City, Town, Post Office Box
Westville

State
Zip Code
NJ
08093

PROPERTY INFORMATION
Block(s)
Lot(s)
Qualifier
34
10
C0208

Street Address
30 Kings Court, Unit 208

City, Town, Post Office Box
Haddonfield

State
Zip Code
NJ
08033

Seller's Percentage of Ownership
Total Consideration
Owner's Share of Consideration
Closing Date
100%
$37,670.00
$37,670.00

SELLER'S ASSURANCES (Check the Appropriate Box) (Boxes 2 through 14 apply to Residents and Nonresidents)

1. □ Seller is a resident taxpayer (individual, estate, or trust) of the State of New Jersey pursuant to the New Jersey Gross Income Tax Act, will file a resident gross income tax return, and will pay any applicable taxes on any gain or income from the disposition of this property.

2. □ The real property sold or transferred is used exclusively as a principal residence as defined in 26 U.S. Code section 121.

3. □ Seller is a mortgagee conveying the mortgaged property to a mortgagee in foreclosure or in a transfer in lieu of foreclosure with no additional consideration.

4. □ Seller, transferor, or transferee is an agency or authority of the United States of America, an agency or authority of the State of New Jersey, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, or a private mortgage insurance company.

5. □ Seller is not an individual, estate, or trust and is not required to make an estimated gross income tax payment.

6. □ The total consideration for the property is $1,000 or less so the seller is not required to make an estimated income tax payment.

7. □ The gain from the sale is not recognized for federal income tax purposes under 26 U.S. Code section 721, 1031, or 1033 (CIRCLE THE APPLICABLE SECTION). If the indicated section does not ultimately apply to this transaction, the seller acknowledges the obligation to file a New Jersey income tax return for the year of the sale and report the recognized gain.

□ Seller did not receive non-like kind property.

□ The real property is being transferred by an executor or administrator of a decedent to a devisee or heir to effect distribution of the decedent's estate in accordance with the provisions of the decedent's will or the intestate laws of this State.

□ The real property being sold is subject to a short sale instituted by the mortgagee, whereby the seller agreed not to receive any proceeds from the sale and the mortgagee will receive all proceeds paying off an agreed amount of the mortgage.

□ The deed is dated prior to August 1, 2004, and was not previously recorded.

□ The real property is being transferred under a relocation company transaction where a trustee of the relocation company buys the property from the seller and then sells the house to a third party buyer for the same price.

□ The real property is being transferred between spouses or incident to a divorce decree or property settlement agreement under 26 U.S. Code section 1041.

□ The property transferred is a cemetery plot.

□ The seller is not receiving net proceeds from the sale. Net proceeds from the sale means the net amount due to the seller on the settlement sheet.

SELLER'S DECLARATION

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

11/13/2017
Date

Financial Wellness Institute Inc.

Signature

Watson Hardy

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

Date

Signature

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

Book10774/Page443
STATE OF NEW JERSEY
AFFIDAVIT OF CONSIDERATION FOR USE BY SELLER

STATE OF NEW JERSEY
COUNTY
MUNICIPALITY OF PROPERTY LOCATION: [Haddonfield Borough]

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

| Name | [Name] | Wanda Hardy
|------|--------|------------------|
| Title | [Title] | President of Grantor
| Address | [Address] | [Address]

Deposits and says that he/she is the President of Grantor in a deed dated Nov. 15, 2017 transferring
real property identified as block number 3, Lot number 10, located at 30 Kings Court, Unit 208, Haddonfield

(2) CONSIDERATION: $37,070.00

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

(4) FULL EXEMPTION FROM FEE (See Instruction #9 on reverse side)

Deposits states that this deed transaction is fully exempt from the Realty Transfer Fee imposed by C. 48, P.L. 1986, as amended through C. 46, P.L. 2004, for the following reason(s). More reference to exemption symbol is illustrative. 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. Deposits claims that this deed transaction is exempt from State portions of the Cesio, Supplemental, and General Purpose Fees, as applicable, imposed by C. 170, P.L. 1970, C. 113, P.L. 2004, and C. 66, P.L. 2004 for the following reason(s):

A. SENIOR CITIZEN

B. DISABLED PERSON


c. Low and Moderate Income Housing (Instruction # on reverse side)

D. NEW CONSTRUCTION (Instructions #8, #10 and #12 on reverse side)

E. RELATED LEGAL ENTITIES TO LEGAL ENTITIES (Instructions #5, #12, #14 on reverse side)

F. Deposits makes this Affidavit to Indicate county clerk or register of deeds to record the deed and accept the fee submitted herewith in accordance with the provisions of Chapter 48, P.L. 1986, as amended by Chapter 33, P.L. 2004.

Submitted and sworn to before me this 17th day of November, 2017

Susan E. Kearney

My Commission Expires 2/21/2020

FOR OFFICIAL USE ONLY

Instrument Number
Date Recorded
Page

County

State of New Jersey
PO Box 251
Trenton, NJ 08655-0251

ATTENTION: REALTY TRANSFER FEE UNIT

The Director of the Division of Taxation in the Department of the Treasury has prescribed this form as required by law, and may not be altered or amended without prior approval of the Director. For information on the Realty Transfer Tax, or to print a copy of this Affidavit, visit the Division of Taxation website at: www.state.nj.us/treasury/taxation/pdf/localtax.htm
EXHIBIT A
LEGAL DESCRIPTION
Issuing Office File No. NETA-17157

All that (those) certain lot(s), tract(s) or parcel(s) of land, with the buildings and improvements thereon erected, situate, lying and being in Haddonfield Borough, County of Camden and State of New Jersey and is bounded and described as follows:

BEING known and designated as Unit No. 208, Parking Space No. 208 situated in Kings Court at Haddonfield Development Condominium, a condominium together with 3.37 percent undivided interest in the Common Elements of said Condominium in accordance with and subject to the terms, limitations, conditions, covenants, restrictions, easements, agreements and other provisions set forth in the Master Deed dated 07/24/2006 and recorded 07/24/2006 in the Office of the Clerk of Camden County in Deed Book 8269, Page 407, as the same may now or hereafter be lawfully amended.

FOR INFORMATION ONLY:
County: Camden, Municipality: Haddonfield Borough
Tax Block: 34, Tax Lot: 10, Unit: 208, Qualifier: C0208
Address: 30 Kings Court, Unit 208, Haddonfield, NJ 08033.

The above Tax Lot and Block designation and the street address designation is for informational purposes only and is not to be construed as part of the legal description.
# Camden County Document Summary Sheet

**Return Name and Address**
North East Title Agency  
844 Easton Ave  
Sewellsburg, NJ 08873

**Submitting Company**
North East Title Agency

**Document Date** (mm/dd/yyyy)
11/13/17

**Document Type**
Mortgage

**No. of Pages of the Original Signed Document**
5

**Consideration Amount (if applicable)**

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<th>Name(s)</th>
<th>Address (Optional)</th>
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| First Party | (Grantor or Mortgagor or Assignor)  
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<td>(Enter up to five names)</td>
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| Second Party | (Grantee or Mortgagee or Assignee)  
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<th>Lot</th>
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<td>10</td>
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**Reference Information**

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<th>Beginning Page</th>
<th>Instrument No.</th>
<th>Recorded/Title Date</th>
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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
Haddonfield Borough

Affordable Housing Program
Repayment Mortgage

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

THIS MORTGAGE, made on this November 13, 2017 by and between [Redacted] (the "OWNER") and Haddonfield Borough, 242 Kings Highway East, Haddonfield, New Jersey, 08033 (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 November 13, 2017. The Owner promises to pay to the Municipality 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 Eighty Four Thousand-Thirty Dollars, ($84,330.00) 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 Haddonfield Borough in the County of Camden, State of New Jersey (hereinafter the "Property"), described more specifically as Block No. 34, Lot No. 10, Qualifier C0208, and know by the street address:

30 Kings Ct. #208
Haddonfield, NJ 08033
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]

STATE OF NEW JERSEY )

) ss:

COUNTY OF [County] )

BE IT REMEMBERED, that on the day of [Day], [Month] 2017, the subscriber 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, [Signature] on the date set forth above.

[Notary Public]

GREGORY GOINS

NOTARY PUBLIC

STATE OF NEW JERSEY

MY COMMISSION EXPIRES APRIL 2, 2022
All that (those) certain lot(s), tract(s) or parcel(s) of land, with the buildings and improvements thereon erected, situate, lying and being in Haddonfield Borough, County of Camden and State of New Jersey and is bounded and described as follows:

BEING known and designated as Unit No. 208, Parking Space No. 208 situated in Kings Court at Haddonfield Development Condominium, a condominium together with 3.37 percent undivided interest in the Common Elements of said Condominium in accordance with and subject to the terms, limitations, conditions, covenants, restrictions, easements, agreements and other provisions set forth in the Master Deed dated 07/24/2006 and recorded 07/24/2006 in the Office of the Clerk of Camden County in Deed Book 8268, Page 407, as the same may now or hereafter be lawfully amended.

FOR INFORMATION ONLY:
County: Camden, Municipality: Haddonfield Borough
Tax Block: 34, Tax Lot: 10, Unit: 208, Qualifier: C0208
Address: 30 Kings Court, Unit 208, Haddonfield, NJ 08033.

The above Tax Lot and Block designation and the street address designation is for informational purposes only and is not to be construed as part of the legal description.
APPENDIX F

Tarditi (Lincoln) Commons crediting documentation, including:

- 1999 Resolution of Need
- 2001 Tax Abatement Agreement
- Unit census
- Deed restriction
WHEREAS, the Borough of Haddonfield has studied housing needs within the Borough to meet the needs of its current and future residents; and

WHEREAS, in every Master Plan adopted by the borough Planning Board since 1984, a recommendation has been made to provide appropriate zoning and support to encourage the provisions of low and moderate income housing for Senior Citizens; and

WHEREAS, studies during 1996 and 1997 have verified a significant number of senior citizens in Haddonfield who meet the low and moderate income qualifications and who are in great need to live in affordable housing without leaving their community.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Borough of Haddonfield, County of Camden, State of New Jersey that pursuant to N.J.S.A. 40:37A-108(b), a determination has been made that there is a need for low and moderate income housing projects for senior citizens in the Borough of Haddonfield.

BE IT FURTHER RESOLVED that the Clerk of the Borough of Haddonfield is hereby authorized and directed to file a certified copy of this resolution with the Camden County Improvement Authority.

I HEREBY CERTIFY THAT THIS IS A TRUE COPY OF A RESOLUTION ADOPTED BY THE BOARD OF COMMISSIONERS OF THE BOROUGH OF HADDONFIELD AT A MEETING HELD ON January 12, 1999.

Janet G. Betley
Borough Clerk
October 15, 1998

Mr. Philip Rowan
Executive Director
Camden County Improvement Authority
224 Barclay Pavilion, Route 70 East
Cherry Hill, NJ 08034

RE: Application for Construction and Permanent Financing
Haddonfield Senior Citizens Affordable Housing

Dear Mr. Rowan:

On behalf of my clients, Lutheran Social Ministries of New Jersey, I am submitting for your review an application for construction and permanent financing for a 48 unit senior citizen housing project in Haddonfield. All of the units in the proposed project will be affordable to senior households earning 50% of county median.

The total loan requested is $2,862,048, with funds to be drawn down as needed during construction. At the close of the construction period, $1,133,981 will be converted to permanent 30 year financing; the remainder will remain in the project for one year as bridge financing. At the end of this first year of operations, the bridge financing will be repaid in full by investor equity and other sources of funding. The reason for this structure, as you know, is to meet the “50% test” required by the 4% low income housing tax credit program.

If you have any questions, please do not hesitate to contact me. I look forward to working with you and your staff in bringing this project to fruition.

Sincerely,

Susan Lenz

Cc: Rev. G. Stanley Steele
Richard Schwab, Borough Administrator
GRANT/LOAN AGREEMENT

BETWEEN THE

STATE OF NEW JERSEY
DEPARTMENT OF COMMUNITY AFFAIRS

AND

Borough of Haddonfield

GRANT/LOAN AGREEMENT NUMBER: 99-2492-00

PROGRAM NAME: Balanced Housing Neighborhood Preservation

A grant/loan contractual agreement with the New Jersey Department of Community Affairs is composed of two major parts: the General Terms and Conditions for Administering a Grant/Loan and the individual Grant/Loan Agreement document which includes the cover page, the signature page, the Agreement Data Sheet and the following four sections:

A. Specific Terms and Conditions;
B. Agreement Budget;
C. Scope of Services; and
D. Program Provisions.

By signature on this Grant/Loan Agreement, the above-named Recipient agrees to the specific provisions stated in the four sections of this Grant/Loan Agreement. In addition, the Recipient agrees to comply with all provisions of the State of New Jersey, Department of Community Affairs, General Terms and Conditions for Administering a Grant/Loan – Issue Date: February, 1998. The General Terms and Conditions for Administering a Grant/Loan are incorporated in this Grant/Loan Agreement by reference. The Recipient hereby acknowledges receipt of the General Terms and Conditions for Administering a Grant/Loan document or understands that a copy of the General Terms and Conditions for Administering a Grant/Loan may be obtained upon request to the division funding this grant and/or loan.
RECIPIENT AND DEPARTMENT AUTHORIZED SIGNATURES

The Recipient named below agrees to perform the services as described in the Scope of Services, Section C. of this Grant/Loan Agreement. The provisions of this Grant/Loan Agreement, as well as the provisions of the General Terms and Conditions for Administering a Grant/Loan, incorporated into this agreement by reference, including any subsequent amendments, shall constitute the terms and conditions of the agreement between the New Jersey Department of Community Affairs and the Recipient.

If this Grant/Loan Agreement including the General Terms and Conditions for Administering a Grant/Loan correctly states the Recipient's understanding of the terms and conditions of this award from the New Jersey Department of Community Affairs, please indicate concurrence with these terms and conditions by having the appropriate officer sign as ACCEPTED AND AGREED below and return it to the Department.

FOR RECIPIENT USE ONLY:

ACCEPTED AND AGREED TO FOR RECIPIENT:

BY: Eugene H. Kain
The Honorable Eugene H. Kain
Mayor
Borough of Haddonfield

DATE 6/21/00

CERTIFICATION:

I certify that the above signature is that of the person authorized to execute this Agreement on behalf of the Recipient.

DATE 6/21/00

FOR STATE DEPARTMENT USE ONLY:

NEW JERSEY DEPARTMENT OF COMMUNITY AFFAIRS COUNTERSIGNED:

BY: Keith A. Jones
Director
Division of Housing and Community Resources

DATE 7/26/00

DEPARTMENT GRANT/LOAN APPROVAL OFFICER CERTIFICATION:

I attest that sufficient funds have been appropriated by the State Legislature and are available for this grant/loan award.

DATE

APPROVED FOR FORM:

BY: Deputy Attorney General

DATE 7/24/00

* THIS AGREEMENT WILL BE EXECUTED CONTINGENT UPON THE APPROVAL OF THE DEPUTY ATTORNEY GENERAL AS TO LEGAL FORM.
AGREEMENT DATA SHEET

( X ) GRANT  ( ) LOAN

RECIPIENT INFORMATION

AGENCY NAME: Borough of Haddonfield
ADDRESS: 242 Kings Highway East
Post Office Box 3005
Haddonfield, New Jersey 08033-0969

CHIEF FINANCIAL OFFICER: Richard B. Schwab
VENDOR ID #: V-216000681-99
TELEPHONE NUMBER: 856-429-4700
CHARITIES REGISTRATION #: EX00-00000
(Nonprofit Agencies Only)

STATE INFORMATION

DEPARTMENT: NEW JERSEY DEPARTMENT OF COMMUNITY AFFAIRS
DIVISION: Division of Housing and Community Resources
ADDRESS: 101 South Broad Street
Post Office Box 806
Trenton, New Jersey 08625-0806

CONTACT PERSON: William G. Rainwater
TELEPHONE NUMBER: 609-633-6285

FUNDING AMOUNT AND SOURCE OF FUNDS

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SUBTOTAL $1,440,000.00
OTHER $4,135,744.00
TOTAL $5,575,744.00

NJCF5 ACCOUNT NUMBER(S)

ACCOUNT #1: 99-100-022-8020-101-F352-6120
ACCOUNT #2:
ACCOUNT #3:
ACCOUNT #4:

GRANT/LOAN AWARD PERIOD

GRANT/LOAN AWARD PERIOD: 02/01/1999 THROUGH: 01/31/2001
LENGTH OF AWARD PERIOD: 2 years
LIQUIDATION OF OBLIGATIONS MUST BE MADE BY:

PURPOSE OF GRANT/LOAN

This award will provide funding for conversion of a vacant school building into 48 units by converting and expanding the existing building into a senior project known as Haddonfield Senior Citizen.
A. SPECIFIC TERMS AND CONDITIONS

By virtue of the execution of the Grant/Loan Agreement, the Recipient agrees that all of the terms and conditions set forth in the General Terms and Conditions for Administering a Grant/Loan are incorporated herein. The specific Grant/Loan Agreement provisions are detailed as follows:

1. BONDING AND INSURANCE

Fidelity Bonding:

( X ) Fidelity Bonding with the limit of liability of at least $50,000.00 shall be maintained by the Recipient until all financial transactions under this Grant/Loan Agreement are completed.

( ) No Fidelity Bonding shall be required.

Insurance(s):

The Department must be provided with current certificates of insurance for all coverages and renewals thereof which must contain the provision that the insurance provided in the certificate shall not be cancelled for any reason except after 30 days written notice to the New Jersey Department of Community Affairs.

( ) Comprehensive General Liability policy as broad as the standard coverage form currently in use in the State of New Jersey which shall not be circumscribed by any endorsements limiting the breadth of coverage. The policy shall include an endorsement (broad form) for contractual liability and shall include the State of New Jersey as a named insured. Limits of liability shall not be less than $1 million per occurrence for bodily injury liability and property damage liability.

( ) Comprehensive Automobile Liability policy covering owned, non-owned, and hired vehicles with minimum limits of $1 million per occurrence for bodily injury liability and property damage liability.

( ) Workers' Compensation Insurance applicable to laws of the State of New Jersey and Employers' Liability insurance with a limit of not less than $100,000.

( ) Additional Insurance Coverage(s) required:

( X ) No Additional Insurance shall be required.
2. **METHOD OF PAYMENT**

**Advance Payment**

( ) An Advancement of Funds in the amount of $0.00 shall be made.
( X ) No Advancement of Funds shall be made.

**Payment Type**

Payments shall be made as indicated below:

( ) Reimbursement payments based on the actual rate of disbursement shall be made.
( ) Fixed payments of $0.00 shall be made.
( ) A Lump Sum payment upon execution of the agreement.
( ) A Lump Sum payment at the end of the award period.
( X ) Other: See Section C

**Final Payment Withheld**

( ) Final payment of $0.00 shall be withheld pending receipt of final reports.
( ) No Final payment shall be withheld.
( X ) Other: See Section C

3. **BUDGET VARIANCE FLEXIBILITY**

Budget category and/or budget line item variance flexibility, if any, shall be permitted without requiring a formal amendment to the Grant/Loan Agreement as indicated below:

( ) 0 percent Budget Flexibility between/among Major Budget Categories.
( ) 0 percent Budget Flexibility between/among Budget Line Items.
( ) No Budget Flexibility between/among Personnel, Consultants, or Equipment Major Budget Categories.
( X ) No Budget Flexibility.
( ) Other:

4. **PROJECT INCOME**

Project income, if any, shall be:

( ) Added to project funds to further eligible program objectives; or
( ) Deducted from Recipient's payment request for allowable costs; or
( ) Used for the cost-sharing or matching requirement; or
( X ) Returned to the Department.
( X ) Not Applicable.
5. **FINANCIAL AND PERFORMANCE REPORTING**

Financial Reports - A Fiscal Monitoring Report comparing the Recipient's actual expenditures of the project with the approved Budget included in this Grant/Loan Agreement shall be submitted with each request for payment, except for advance funding, if any. The Fiscal Monitoring Report shall be certified by the Recipient's Chief Financial Officer and submitted to the Department with the State voucher requesting payment.

Performance Reports - A Performance report(s) indicating the progress of the project shall be submitted:

(  ) Monthly
(  ) Quarterly
(  ) Annually
( X ) Other: See Section C

Final Report

A final report shall be submitted to the Department no later than 60 days after completion of the grant/loan award period or termination of this Grant/Loan Agreement. Extensions to reporting due dates may be granted upon written request to the Department.

6. **AUDIT REQUIREMENTS**

( X ) Audit Required.
(  ) Audit Not Required. Recipient must submit to the Department supporting documentation for all grant/loan expenditures.

Audit Costs

The pro rata share of the cost of any required single audit or the cost of a program-specific audit, financial statement audit, or other limited scope audit shall be paid from funds:

(  ) Provided for by this Grant/Loan Agreement.
( X ) Provided by the Recipient from other funding sources.
(  ) Not Applicable.

Additional Schedules

Additional schedules may be requested by the Department, if funding is made available to pay for such additional schedules.

(  ) Additional Supplemental Schedules required as listed below:

( X ) No Additional Supplemental Schedules required.
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<th>DESCRIPTIONS</th>
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<th>FEDERAL AWARD</th>
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| CATEGORY TOTAL | $1,440,000.00 | $0.00 | $1,440,000.00 | $4,135,744.00 | | |
| SECTION TOTAL | $1,440,000.00 | $0.00 | $1,440,000.00 | $4,135,744.00 | | |
| GRAND TOTALS | $1,440,000.00 | $0.00 | $1,440,000.00 | $4,135,744.00 | | |

5700K/hm

SEC. ATTACHED AMENDMENT 8-1
GRANT/LOAN AGREEMENT NUMBER: 99-2492-00

PROGRAM: Balanced Housing Neighborhood Preservation

GRANTEE: Borough of Haddonfield

SCOPE OF SERVICES

1. FAIR HOUSING ACT/BALANCED HOUSING NEIGHBORHOOD PRESERVATION RULES:
   In addition to any other laws, rules and regulations which may be applicable
   to the performance of this Agreement, the Grantee shall be governed by the
   provisions of the Fair Housing Act of 1985 (NJSA 52:27D 301 et seq.) and the
   Balanced Housing Neighborhood Preservation Program Rules (NJAC 5:43).

2. THIRD PARTY CONTRACT: Within 90 days of the execution of this Agreement, the
   Municipality shall enter into a Third Party Contract with the
   Sponsor/Developer, Haddonfield Senior Urban Renewal, L.P. to provide up to
   $1,440,000 of Balanced Housing Funds for developing the project, Haddonfield
   Senior Housing, located at 325 Lincoln Drive, Haddonfield, New Jersey.

   The Third Party Contract shall be subject to the review and approval of the
   Division of Housing and Community Resources ("Division") and shall include,
   but not be limited to, the following terms and conditions:

   A. The Sponsor/Developer will create 48 new affordable rental housing units
      at the following sizes and rents:

      No of Units | No of BRs | Sq.Ft. | Monthly Rent
      -------------|-----------|-------|----------------
          48       |     1     | 600   | $450

      Utilities shall be provided as follows:

      | Landlord Pays | Tenant Pays | N/A
      --------------------------|--------------|--------
      Heat (gas)             | X            |        |
      Hot water (gas)        | X            |        |
      Water                  | X            |        |
      Sewer                  | X            |        |
      Electricity            | X            |        |
      Cooking (Electric)     | X            |        |
      Trash                  | X            |        |

      SEE ATTACHED AMENDMENT SCOPE OF SERVICES
B. The Rental units under this Agreement shall be subject to affordability controls as specified in NJAC 5:43 Chapter 4. The Sponsor/Developer shall execute a mortgage and a mortgage note in the amount of $1,440,000 in favor of the Department. The note shall include the funds required to be transferred to the Housing Affordability Service as referenced in paragraph 5 of this Section. The terms and conditions of this note and mortgage shall be subject to the review and approval of the Division.

C. For projects that are receiving Low Income Housing Tax Credits (LIHTC), the following shall apply:

with respect to NJAC 5:43, subchapter 4, responsibilities of the Division with respect to the identification and certification of tenants shall be assigned to the sponsor/developer;

the sponsor/developer shall certify to the Division that low and moderate income households shall be qualified for units which are affordable at no more than 35% of gross households income for family units and no more than 40% for senior citizen units. Exceptions may be granted only when one or more of the following circumstances is documented:

-the prospective tenant household is currently paying more for shelter; or

-the prospective tenant household is currently residing in substandard or overcrowded housing; or

-a relative agrees to subsidize the rent;

the sponsor/developer shall provide the Division with data and information necessary to ensure that the affordability controls are being maintained and that units are recorded on the Departments' data base. Said data and information shall include but not be limited to recorded deed restrictions, a completed unit inventory form for each unit, and following project completion, an annual affordability report; and

to the extent that such is provided by the Division, the sponsor/developer shall attend a Division sponsored or approved training session on affordability controls.

D. The Sponsor/Developer will comply with the terms and conditions set forth in this Agreement between the Department and the Municipality. Any changes to the project made after submission of the initial application for funding must be put into writing and approved by the Division.
E. The Sponsor/Developer shall use funds advanced only for the uses and purposes described herein and in accordance with the Project Budget, Section B, of the Grant Agreement unless approved in writing by the Division. Any changes will be reflected in an amendment to the Agreement.

F. The sources of funding for this project are:

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<thead>
<tr>
<th>Source</th>
<th>Amount</th>
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<td>Rohrer Foundation</td>
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<td>Developer Fee Pledge</td>
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</table>

G. The Sponsor/Developer will provide the following services and/or amenities for this project: Resident Services Coordinator and on site Health Screenings.

H. The Sponsor/Developer shall assure that there is qualified supervision at the construction site. The Sponsor/Developer shall provide the Division with reasonable access to the project site including, but not limited to, any regularly scheduled construction meetings with the construction contractor.

I. The Sponsor/Developer shall cause the buildings, fixtures, articles of personal property and any improvements thereto funded in whole or in part by any of the grant proceeds to be insured against loss by fire and by such other hazards (including flood insurance if applicable) as may be required by the Division.

All insurance policies required by the commercial lender shall name the Department as loss payee.

J. PROGRESS REPORTS: The Sponsor/Developer shall provide the Department and the Municipality with the following reports:

1) Predevelopment:

Commencing 7 days after the execution of the Third Party Contract and every 90 days thereafter until the start of construction, a report on the progress of preconstruction activities.
2) **Construction:**

   X Copies of the following documents submitted as soon as available:
   
   All construction meeting minutes; and
   
   Copies of the contractor's application and certificate for payment
   (AIA form G702, if available); and
   
   Copies of construction lender's inspection and drawdown reports.
   
   Quarterly reports on construction activity signed by the architect,
   clerk of the works or project supervisor commencing 90 days after
   construction start.

3) **Marketing:**

   Notification when marketing has started and a monthly report
   thereafter on the status of marketing and occupancy.

4) **Financial:**

   Source and application of funds statement at each request for
   payment or quarterly, whichever is more frequent.

The Department reserves the right to request additional information from

time to time if necessary to assess project progress.

K. **FINAL REPORT:** Prior to the release of any final payment authorized in the
Drawdown Schedule, the Sponsor/Developer shall deliver to the
Municipality and the Department a Final Report consisting of the
following:

1) A cost certification prepared by a certified public accountant using
the accrual method of accounting. The cost certification shall
provide a comparison of projects costs per Section B of the
Agreement and actual costs. If actual costs are less than budgeted
amounts, the Department at its sole discretion may either recapture
a portion of the Agreement amount or reallocate funds to other cost
categories.

2) Evidence that the necessary affordability control documents have
been executed and recorded and that the Housing Affordability
Service has received all documents necessary to administer
affordability controls.

3) Copies of the final Certificate of Occupancy for each project unit.

4) A statement of the interest accrued on Balanced Housing money placed
into the project escrow account.
5) A narrative description of the project and its effects on the neighborhood, with before and after photographs of the project.

6) Original Mortgage Note and recorded Mortgage securing the Balanced Housing funds (if not previously delivered).

7) An executed professional service agreement with a certified public accountant that provides for the following: preparation and submission of financial statements and or an accountant's certification concerning the availability of project funds to repay the balanced housing loan. The accountant shall submit the required documents annually through the sponsor/developer organization no later than 90 days from the end of its fiscal year until the loan is retired.

L. Reports shall be addressed to the Department in care of:

Richard Montemore, Program Manager
Balanced Housing Program
P.O. Box 806, Fifth Floor
101 South Broad Street
Trenton, NJ 08625-0806

M. Failure of the Sponsor/Developer to deliver reports in a timely manner is a condition which may lead to suspension or termination of the Agreement as per Section XXVI of the General Terms and Conditions for Administering a Grant/Loan.

N. The timetable for this project is as follows:

Financing closing date(s): May 2000
Construction start date: June 2000
Marketing of units begins: March 2001
Construction completion: June 2001
Occupancy: August 2001

Delay of any of these events beyond 90 days without the written approval of the Division is a condition which may lead to suspension or termination of the Agreement as per Section XXVI of the General Terms and Conditions for Administering a Grant/Loan.

O. The Sponsor/Developer shall notify the Department and the Municipality in writing within one week of any significant event affecting project completion, project timetable (Paragraph 2.N of this Section) and/or project financing.
P. Should the Department wish to issue a report concerning the project, its results, the techniques involved, and the conclusions reached, the Sponsor/Developer shall cooperate fully by making available to the Department for publication or other use such information as the Department may request.

Q. TERMINATION: In the event of termination of the Agreement, the Department, at its sole discretion, may require part or all of the Balanced Housing funds advanced to be returned to the Department within 90 days of the date of termination.

3. The Municipality shall be responsible for the administration of this Agreement and for monitoring the Third Party Contract.

4. USE OF FUNDS AND METHOD OF PAYMENT: Funds provided for under this Agreement will be used only for the purposes described in this Section.

Payment will be drawn by the Grantee to:

- be disbursed to the Sponsor/Developer
- x be disbursed to the primary lender to place in escrow on behalf of the Sponsor/Developer
- reimburse the Grantee for funds advanced
- Other: ____________________________

Payments will be released in accordance with the Drawdown Schedule prepared for this project. The executed Drawdown Schedule will be incorporated by reference into this document. No payments will be authorized until the Drawdown Schedule is fully executed.

5. The Municipality agrees that the Department will transfer $24,000, from the Balanced Housing total of $1,440,000 directly to the Housing Affordability Service.

6. At project close-out the Municipality shall provide to the Department a statement regarding any interest that has been earned on funds advanced by the Department and held by the Municipality prior to their release to the Sponsor/Developer or to a project escrow account. Interest shall be returned to the Department.
GRANT/LOAN AGREEMENT NUMBER: 99-2492-00

PROGRAM: Balanced Housing Neighborhood Preservation

GRANTEE: Borough of Haddonfield

PROGRAM PROVISIONS

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- GRANT/LOAN AGREEMENT NUMBER: 99-2492-02
PROGRAM: BALANCED HOUSING
GRANTEE: BOROUGH OF HADDONFIELD

AMENDED SCOPE OF SERVICES

GRANT AGREEMENT is amended as follows:

AGREEMENT DATA SHEET

Purpose of Grant/Loan: change “Haddonfield Senior Citizen” to “Lincoln Commons”

SECTION C

Page 1 of 6, Paragraph 2: Third Party Contract............

Change “Haddonfield Senior Urban Renewal, L.P.” to “Lincoln Commons Urban Renewal, L.P.”
Change “$1,440,000” to “$1,740,000”
Change “Haddonfield Senior Housing” to “Lincoln Commons”

Page 1 of 6, Paragraph 2A: The Sponsor/Developer............

Change Monthly Rent from “$450” to “$493”.
Change Utilities to “Hot water (gas) to be paid by the tenant”

Page 2 of 6, Paragraph 2F: The sources....................

Camden County HOME - change from “$500,000” to “$650,000”
Change “Rohrer Foundation” to “Lutheran Social Ministries” / “$300,000” to “$65,000”
Tax Credits – change from “$1,546,472” to “$1,677,283”
Municipal CDBG – change from “$59,388” to “$150,949”
Balanced Housing – change from “$1,440,000” to “$1,740,000”
FHLB - no change
Permanent Mortgage – change from “$941,477” to “$940,000”
Developer Fee Pledge – change from “$472,819” to “$400,213”

Page 5 of 6, Paragraph 7n: The timetable............

Financing closing date(s): change from “May 2000” to “September 2001”
Construction start date: change from “June 2000” to “September 2001”
Marketing of units begins: change from “March 2001” to “August 2002”
Construction completion: change from “June 2001” to “September 2002”
Occupancy; change from “August 2001” to “September 2002”
LONG TERM TAX ABATEMENT
N.J.S.A. 40A:20-1 et seq.

FINANCIAL AGREEMENT

BETWEEN

THE BOROUGH OF HADDONFIELD

AND

LINCOLN COMMONS URBAN RENEWAL, L.P.
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VI. CERTIFICATE OF OCCUPANCY
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XI. FINAL ACCOUNTING

11.1 Final Accounting

XII. MISCELLANEOUS

12.1 Oral Representations
12.2 Entire Document
12.3 Good Faith
12.4 Grammatical Agreement
FINANCIAL AGREEMENT

THIS FINANCIAL AGREEMENT (this "Agreement") is made on the 11th day of September, 2001, by and between LINCOLN COMMONS URBAN RENEWAL, L.P., qualified to do business under the provisions of the Long Term Tax Exemption Law, as amended and supplemented, (N.J.S.A. 40A:20-1 et seq.) having its principal offices at 725 Cuthbert Boulevard, Cherry Hill, New Jersey 08002 (the "Entity") and THE BOROUGH OF HADDONFIELD, a municipal corporation in the County of Camden, and the State of New Jersey, whose offices are located at 242 Kings Highway East, Haddonfield, New Jersey 08033 (the "Borough").

WITNESSETH:

WHEREAS, Entity, the contract purchaser of the property located on Lincoln Avenue and Ellis Street in the Borough of Haddonfield, County of Camden, State of New Jersey and identified on the Tax Map as Block 41, Lot 15 (the "Property"), intends to construct a low and moderate income apartment complex for elderly persons (the "Project") on the Property; and

WHEREAS, the Borough desires to provide affordable apartment housing for low and moderate income elderly persons; and

WHEREAS, pursuant to the Long Term Tax Exemption Law, N.J.S.A. 40A:20-1 et seq. (the "Law"), the Project is eligible as an affordable housing project for a long term tax exemption; and

WHEREAS, the Entity is an urban renewal entity pursuant to N.J.S.A. 40A:20-5 for the purpose of facilitating and constructing the Project; and

WHEREAS, by Resolution adopted by the Board of Commissioners of the Borough on May 22, 2001, the Borough approved the execution of this Agreement and the granting of a long term tax abatement for the Project in accordance with the Law.

NOW THEREFORE, in consideration of the mutual covenants herein contained and for other good and valuable consideration, it is mutually covenanted and agreed as follows;

ARTICLE I - GENERAL PROVISIONS

Section 1.1 Governing Law

This Agreement shall be governed by the provisions of the Law.
Section 1.2 General Definitions

Unless specifically provided otherwise or the context otherwise requires, the following terms, when used in this Agreement shall mean:

i. **Annual Service Charge** - The amount the Entity has agreed to pay the Borough in lieu of full taxation on the Property.

ii. **Certificate of Occupancy** - Document issued by the Borough authorizing occupancy of a building.

iii. **Gross Revenue** - The annual gross revenue, annual gross rents and other income from the Project, as provided in NJSA 40A:20-3(a).

iv. **Land Taxes** - The amount of taxes assessed on the value of land on which the Project is located.

v. **Land Tax Payments** - Payments made on the quarterly due dates for Land Taxes as determined by the Tax Assessor and the Tax Collector.

vi. **Net Profit** - The gross revenue of the Entity less all operating and non-operating expenses of the Entity, all determined in accordance with generally accepted accounting principles and the provisions of N.J.S.A. 40A:20-3(c).

vii. **Pronouns** - He or it shall mean the masculine, feminine or neuter gender, the singular, as well as the plural, as proper meaning requires.

viii. **Senior Citizen** - A person 55 years of age or older. A Senior Citizen will not lose his/her status as a Senior Citizen if the spouse or immediate member of the family of a Senior Citizen, or a live-in domestic, companion or nurse, regardless of his/her age, is a permanent resident living with such a Senior Citizen.

ARTICLE II - APPROVAL

Section 2.1 Approval of Tax Exemption

The Borough has granted and does hereby grant its approval for a tax exemption for Project to be developed and to be maintained under the provisions of the Law. The Project will include the construction of forty-eight (48) new rental housing units, restricted to occupancy by Senior Citizens with low and moderate incomes.
Section 2.2 Approval of Entity
Approval hereunder is granted to the Entity for the Project on the Property, which shall in all respects comply and conform to all applicable Federal, State and Local Laws, and the lawful regulations made pursuant thereto which govern land, building(s) and the use thereof.

ARTICLE III - DURATION OF AGREEMENT

Section 3.1 Term

So long as there is compliance with the Law and this Agreement, it is understood and agreed by the parties that this Agreement shall remain in effect for thirty (30) years from the date of issuance of a Certificate of Occupancy for the Project, and shall only be effective during the period of the Project’s operation as residential housing units and shall continue in force only while the Project is owned by an Entity formed pursuant to the Law. However, in no case shall this Agreement remain in effect longer than thirty-five (35) years from the date of the execution of this Agreement, after which time (i) the tax exemption for the Project shall expire and the Property and the improvements thereon shall thereafter be assessed and taxed according to the general law, applicable to other non-exempt property in the Borough and (ii) all restrictions and limitations upon the Entity shall terminate upon the Entity’s rendering and the Borough’s acceptance of its final accounting.

ARTICLE IV - ANNUAL SERVICE CHARGE

Section 4.1 Annual Service Charge

In consideration of the aforesaid exemption from taxation of the Project, the Entity shall make payment of an Annual Service Charge in lieu of property taxes to the Borough as set forth below. The Annual Service Charge shall be adjusted from time to time based upon the submission of an annual certified financial audit. The Annual Service Charge for each individual building shall be calculated from the date of the issuance of a Certificate of Occupancy. The Annual Service Charge shall be subject to the following schedule:

(A) For the first stage of the exemption period, commencing with the date of the issuance of a Certificate of Occupancy, and continuing for a period of fifteen (15) years, the Annual Service Charge shall be equal to five (5%) percent of the annual Gross Revenues minus credits for Land Taxes as provided in Section 4.3.

(B) For the second stage of the exemption period, commencing on the fifteenth (15th) anniversary of the date of completion, and continuing for a period of six (6) years, the Annual Service Charge shall be the greater of (i) an amount equal to five (5%) percent of the annual Gross Revenue minus credits for Land Taxes as provided in Section 4.3 or (ii) twenty (20%) percent of the amount of real property taxes on the assessed value of the land and improvements for the Project.
(C) For the third stage of the exemption period, commencing on the twenty-first (21st) anniversary of the date of completion, and continuing for a period of six (6) years, the Annual Service Charge shall be the greater of: (i) an amount equal to five (5%) percent of the annual Gross Revenues minus credits for Land Taxes as provided in Section 4.3 or (ii) forty (40%) percent of the amount of real property taxes on the assessed value of the land and improvements for the Project.

(D) For the fourth stage of the exemption period, commencing on the twenty-seventh (27th) anniversary of the date of completion, and continuing for a period of two (2) years, the Annual Service Charge shall be the greater of the following: (i) an amount equal to five (5%) percent of the annual Gross Revenues minus credits for Land Taxes as provided in Section 4.3 or (ii) sixty (60%) percent of the amount of real property taxes on the assessed value of the land and improvements for the Project.

(E) For the fifth stage of the exemption period, commencing on the twenty-ninth (29th) anniversary of the date of completion, and continuing for a period of one (1) year, the Annual Service Charge shall be the greatest of the following: (i) an amount equal to five (5%) percent of the annual Gross Revenues minus credits for Land Taxes as provided in Section 4.3 or (ii) eighty (80%) percent of the amount of real property taxes on the assessed value of the land and improvements for the Project.

Section 4.2 Quarterly Installments

The Entity expressly agrees that the aforesaid Annual Service Charge(s) shall be made in quarterly installments on those dates when Land Tax Payments are due; subject, nevertheless, to adjustment for over or underpayment within thirty (30) days after the close of each Borough fiscal year.

Section 4.3 Land Tax Credit

The Entity shall pay all Land Taxes assessed against the Property from when the Entity becomes owner of the land and for so long as the Entity continues to own the land. All Land Taxes paid by the Entity in the last four quarterly installments paid immediately prior to the date of the issuance of the Certificate of Occupancy for the Project shall be credited against the Annual Service Charges due under this Agreement.

ARTICLE V - DISPUTE RESOLUTION

Section 5.1 Remedies

In the event of a dispute between the parties, then the parties shall submit that dispute to the American Arbitration Association in New Jersey to be determined in accordance with its rules and regulations in such a fashion to accomplish the purpose of the Law. The cost for said arbitration
shall be borne equally by the parties. In the event that American Arbitration Association is unable to or unwilling to conduct arbitration proceedings, then the dispute shall be submitted to an arbitrator who is mutually acceptable to the parties. In the event that the parties cannot agree upon an acceptable arbitrator, then the parties will seek the appointment of an arbitrator by the Superior Court of New Jersey. Camden County, informally if permitted, by submitting a letter to the Assignment Judge requesting such an appointment.

**ARTICLE VI - CERTIFICATE OF OCCUPANCY**

**Section 6.1 Certificate of Occupancy**

It is understood and agreed that it shall be the obligation of the Entity to make application for and make all best efforts to obtain all Certificates of Occupancy in a timely manner and failure to use best efforts to secure and submit said Certificates of Occupancy shall subject the Property to full taxation.

**Section 6.2 Filing of Certificate of Occupancy**

It shall be the primary responsibility of the Entity to forthwith file with the Tax Assessor, the Tax Collector and the Chief Financial Officer of the Borough a copy of the Certificate of Occupancy.

Failure of the Entity to file such issued Certificate of Occupancy as required by the preceding paragraph shall not mitigate against any action or nonaction taken by the Borough’s Tax Assessor in the absence of such filing by the Entity.

**ARTICLE VII - ANNUAL AUDITS**

**Section 7.1 Accounting System**

The Entity agrees to maintain a system of accounting and internal controls established and administered in accordance with generally accepted accounting principles and as otherwise prescribed in N.J.S.A. 40A:20-1 et seq. during the term of the tax exemption.

**Section 7.2 Periodic Reports**

Within ninety (90) days after the close of each fiscal or calendar year, the Entity shall submit its auditors report for the preceding fiscal or calendar year to the Mayor and governing body of the Borough and to the Director of the Division of Local Government Services in the Department of Community Affairs, as required by N.J.S.A. 40A:20-9(d).
Section 7.3 Inspection

The Entity shall permit the inspection of the Project by the Tax Assessor of the Borough. It also shall permit, upon request, examination and audit of its books, contracts, records, documents, and papers by representatives duly authorized by the Borough. Such examination or audit shall be made during the reasonable hours of the business day, in the presence of any officer or agent of the Entity.

ARTICLE VIII - ASSIGNMENT AND/OR ASSUMPTION

Section 8.1 Approval

The Borough shall consent to a sale of the Project by the Entity to another urban renewal entity organized under the Law, and, upon assumption by such urban renewal entity of the Entity’s obligations under this Financial Agreement, the tax exemption shall continue and inure to such urban renewal entity and its successors and assigns.

Section 8.2 Operation of Project

The Project shall be operated in accordance with the provisions of the Law.

ARTICLE IX - NOTICE

Section 9.1 Notice

Any notice required hereunder to be sent by either party to the other party shall be sent by certified or registered mail, return receipt requested, addressed as follows:

When sent by the Borough to the Entity it shall be addressed as follows:

Lincoln Commons Urban Renewal, L.P.
725 Cuthbert Boulevard
Cherry Hill, New Jersey  08002

When sent by the Entity to the Borough it shall be addressed as follows:

Borough of Haddonfield
242 Kings Highway East
Haddonfield, New Jersey  08033
Attn: Borough Administrator
ARTICLE X - CONSTRUCTION

Section 10.1 Construction

This Agreement shall be construed and enforced in accordance with the laws of the State of New Jersey.

ARTICLE XI - FINAL ACCOUNTING

Section 11.1 Final Accounting

In the event that the tax exemption is terminated pursuant to N.J.S.A. 40A:20-13, the Entity shall, within ninety (90) days of that termination date, pay to the Borough the amount of reserve, if any, maintained pursuant to N.J.S.A. 40A:20-16, as well as the excess Net Profits, if any, payable as of that date. From and after the termination date, the Entity shall pay all real estate taxes assessed against the Property and the Project.

ARTICLE XII - MISCELLANEOUS

Section 12.1 Oral Representations

There have been no oral representations made by either of the parties hereto which are not contained in this Agreement. This Agreement and the Resolution authorizing this Agreement constitute the entire agreement between the parties and there shall be no modification thereto other than by a written instrument executed by both parties and delivered to each.

Section 12.2 Entire Document

All conditions in the Resolution approving this Agreement are incorporated in this Agreement and a part hereof.

Section 12.3 Good Faith

In their dealings with each other, utmost good faith is required from the Entity and the Borough.

Section 12.4 Grammatical Agreement

The bracketing of the letter(s) at the end of the word such as unit(s) shall mean the singular or plural meaning required and all related verbs and pronouns shall be made to correspond.
By signing this Agreement, the Parties agree to the provisions contained herein.

Attest:

[Signature]

Borough Clerk

BOROUGH OF HADDONFIELD

By: [Signature]

Mayor

LINCOLN COMMONS URBAN RENEWAL, L.P.
By its general partner

[Signature]

INGERMAN AFFORDABLE HOUSING, INC.

By: [Signature]

M. Brad Ingerman, President

Witness

[Signature]
### Unit Information - New Construction

**Project Name:** Lincoln Commons  --  **Project ID:** 1401

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**Council on Affordable Housing**  
**Unit Information - New Construction**  
**HADDONFIELD BORO, CAMDEN**  

**Project Name: Lincoln Commons -- Project ID: 1401**

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## Project Name: Lincoln Commons -- Project ID: 1401

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# Council on Affordable Housing

**Unit Information - New Construction**

**HADDONFIELD BORO, CAMDEN**

**Project Name: Lincoln Commons -- Project ID: 1401**

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### Project Name: Lincoln Commons --- Project ID: 1401

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<th>Building Permit Complete Date</th>
<th>C.O. Num/Date</th>
<th>Initial Sale or Retail Sale</th>
<th>% of Affordability</th>
<th>Municipal Subsidy</th>
<th>Sale/Transfer Date</th>
<th>Per-Petual Flag</th>
<th>Length of Affordability Controls</th>
<th>Date Affordability Controls Removed</th>
<th>Completed/Credit worthy</th>
<th>Unit Categories</th>
<th>Unit Flags</th>
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Date/Time: 04/29/2015 01:46 PM