### Council on Affordable Housing

**Unit Information - New Construction**

**HADDONFIELD BORO, CAMDEN**

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

<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</th>
<th>Date Affordability Controls Removed</th>
<th>Completed/Credit worthy</th>
<th>Unit Categories</th>
<th>Unit Flags</th>
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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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<td><strong>Total Municipal Subsidy</strong></td>
<td><strong>Total Completed/ Credit Worthy</strong></td>
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</table>
NEW JERSEY DEPARTMENT OF COMMUNITY AFFAIRS
- Division of Housing and Community Resources
  Housing Affordability Service
AFFORDABLE HOUSING AGREEMENT
RENTAL PROPERTIES

Prepared by: [Signature]

Christopher Lamb

A DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

This AGREEMENT is entered into on this 20th day of September, 2001, between LINCOLN COMMONS URBAN RENEWAL, L.P., a New Jersey limited partnership and the owner of the properties designated in Section II PROPERTY DESCRIPTION, hereafter "OWNER", and NJ DEPARTMENT OF COMMUNITY AFFAIRS, Division of Housing and Community Resources, Housing Affordability Service hereafter "AUTHORITY", both parties having agreed that the covenants, conditions and restrictions contained herein shall be imposed on the Affordable Housing unit(s) described in Section II PROPERTY DESCRIPTION for a period of at least 45 years beginning on the date specified in Section III (A) and ending on the date specified in Section III (B) when any Affordable Housing rental unit that continues to be occupied by an income-eligible household shall become vacant.

WHEREAS, the New Jersey Housing and Mortgage Finance Agency (the Agency) is authorized by the Fair Housing Act (P.L. 1985, c. 222), hereinafter (the Act), to make grants and loans to assist municipalities meet their low and moderate income housing obligation as determined in accordance with the Act and to establish requirements and controls in consultation with the Council on Affordable Housing (the Council) to ensure the maintenance of that housing as affordable to low and moderate income households for a period of at least 45 years, or for a shorter period when authorized; and

WHEREAS, the Agency is authorized by Section 324 of the Act to establish procedures for entering into and shall enter into contracts with willing municipalities or developers of inclusionary developments whereby the Agency will administer resale and rent controls in municipalities where no appropriate administrative agency exists, and to charge a reasonable fee therefor; and

WHEREAS, the Agency (N.J.A.C. 5:80-24) and the Council (N.J.A.C. 5:93-9) have each adopted procedural regulations establishing such procedures and controls and the terms thereof as required by the Act; and

WHEREAS, the Department of Community Affairs (the Department) and the Agency, pursuant to authority granted under the Act, have signed a Memorandum of Understanding agreeing to delegate central responsibility for the administration of such regulations, including the administration of contracts with municipalities or developers pursuant to Section 324 of the Act, to the Department; and

WHEREAS, pursuant to the Act, the housing unit (units) described in Section II PROPERTY DESCRIPTION hereafter and/or an attached EXHIBIT A of this Agreement has(have) been designated as low and moderate income housing as defined by the Act; and

WHEREAS, the purpose of this Agreement is to ensure that the described housing units (unit) remain(s) affordable to low and moderate income eligible households for that period of time described in Section III TERM OF RESTRICTION.

NOW, THEREFORE, it is the intent of this Agreement to ensure that the affordability controls are contained directly in the property deed for the premises and incorporated into and recorded with the property deed so as to bind the owner of the described premises and notify all future purchasers of the housing unit that the housing unit is encumbered with affordability controls; and by entering into this Agreement, the Owner of the described premises agrees to restrict the rental of the housing
unit(s) to low and moderate income eligible households at a maximum adjusted rent determined by the Department for the specified period of time.

I. DEFINITIONS

"Adjusted Rent" shall mean the Base Rent for a rental unit adjusted by the Index.

"Affordable Housing" shall mean residential units that have been restricted for occupancy by Households whose total Gross Annual Income is measured at less than 80% of the median income level established by an authorized income guideline for geographic region and family size.

"Agency" shall mean the New Jersey Housing and Mortgage Finance Agency (NJHMFA) or its designee.

"Agreement" shall mean this written Affordable Housing Agreement between the Department and the owner of an Affordable Housing unit which places restrictions on Affordable Housing units so that they remain affordable to and occupied by Low and Moderate Income-Eligible Households for the period of time specified in this Agreement.

"Assessments" shall mean all taxes, levies or charges, both public and private, including those charges by any condominium, cooperative or homeowner's association as the applicable case may be, imposed upon the Affordable Housing unit.

"Base Rent" shall mean the monthly rental charge for an Affordable Housing rental unit at the time the unit is first restricted by an Affordable Housing Agreement which has been calculated to include a credit for those utility costs paid by the tenant using a utility cost schedule approved for statewide use by the U.S. Department of Housing and Urban Development or otherwise acceptable to the Agency.

"Certified Household" shall mean any eligible household whose estimated total Gross Annual Income has been verified, whose financial references have been approved and who has received written certification as a Low or Moderate Income-Eligible Household from the Department.

"Council" shall mean the Council on Affordable Housing (COAH) established pursuant to the Fair Housing Act, N.J.S.A. 52:27-D301 et seq.

"Department" shall mean the Department of Community Affairs.

"Foreclosure" shall mean the termination through legal processes of all rights of the mortgagor or the mortgagor's heirs, successors, assigns or grantees in a restricted Affordable Housing unit covered by a recorded mortgage.

"Gross Annual Income" shall mean the total amount of all sources of a Household's income including, but not limited to salary, wages, interest, tips, dividends, alimony, pensions, social security, business and capital gains, imputed income from assets, tips and welfare benefits. Generally, gross annual income will be based on those sources of income reported to the Internal Revenue Service (IRS) and/or can be utilized for the purpose of mortgage approval.

"Household" shall mean the person or persons occupying a housing unit.

"Index" shall mean the measured percentage of change in the median income for a Household of four by geographic region using the income guideline approved for use by the Council.

"Low Income Household" shall mean a Household whose total Gross Annual income is equal to 50% or less of the median gross income figure established by geographic region and household size using the income guideline approved for use by the Council.

"Moderate Income Household" shall mean a Household whose total Gross Annual Income is equal to more than 50% but less than 80% of the median gross income established by geographic region and household size using the income guideline approved for use by the Council.
"Owner" shall mean the title holder of record as same is reflected in the most recently dated and recorded deed for the particular Affordable Housing unit. For purposes of the initial rentals of any Affordable Housing unit, Owner shall include the developer/owner of such Affordable Housing units. Where appropriate, the term Owner shall also mean a person who owns an Affordable Housing rental property as a landlord. Owner shall not include any co-signor or co-borrower on any First Purchase Money Mortgage unless such co-signor or co-borrower is also a named title holder of record of such Affordable Housing unit.

"Primary Residence" shall mean the unit wherein a Certified Household maintains continuing residence for no less than nine months of each calendar year.

"Renter" shall mean a Household who has been Certified for an Affordable Housing unit for rent subject to the signing of a lease and the payment of any required security deposit.

II. PROPERTY DESCRIPTION

This agreement applies to the Owner's interest in the real property commonly known as:

Name & Address  Lincoln Commons, Ellis Street and Lincoln Avenue

Municipality  Haddonfield  County  Camden

Unit numbers:  48

# Efficiency: 0  #1BR: 48  #2BR: 0  #3BR: 0  #4BR: 0  Total # Units = 48

Block #41  Lot #15

and is more particularly described in the legal property description attached as Exhibit A.

III. TERM OF RESTRICTION

A. The terms, restrictions and covenants of this Affordable Housing Agreement shall begin on the date a new affordable rental unit is first occupied, the date an affordable occupied rental unit has been certified as standard, or the date after 50% of the units in a multifamily rental project containing four or more affordable rental units are occupied or have received permanent certificates of occupancy whichever is first.

B. The terms, restrictions and covenants of this Affordable Housing Agreement shall terminate upon the date after the specified time period when any Affordable Housing Rental unit that continues to be occupied by a Certified Household shall become vacant.

C. Upon termination of restrictions as they apply to each rental unit within the named Property, the Department shall execute a document in recordable form evidencing that such Affordable Housing unit has been forever released from the restrictions of the Affordable Housing Agreement.

IV. RESTRICTIONS

A. The Owner of a rental Affordable Housing unit shall not rent the Affordable Housing unit for an Adjusted Rent that is greater than the established Base Rent plus the allowable percentage of increase as determined by the Index applicable to the municipality in which the unit is located. Adjusted Rents shall be effective as of the lease anniversary date and shall remain in effect for at least a one year period.

B. The Owner shall not rent the Affordable Housing unit other than to a Renter who has been certified utilizing the income verification procedures established by the Department, the Agency, and the Council to determine qualified Low and Moderate Income-Eligible Households.

C. The Owner of the rental Affordable Housing unit shall sell the unit in accordance with and subject to any rules and regulations duly promulgated by the, the Council (N.J.A.C. 5:93-9), and the
Agency (N.J.A.C.5:80-24) to ensure that the Affordable Housing unit remains affordable to and occupied by Low and Moderate Income-Eligible Households throughout the duration of this Agreement.

V. REQUIREMENTS

A. This Agreement shall be recorded with the recording office of the county in which the Affordable Housing unit or units are located. The Agreement shall be filed no earlier than the recording of an applicable deed and no later than the leasing and occupancy of 50% of the applicable rental units in any project covered by a single deed with permanent occupancy permits.

B. When a single Agreement is used to govern more than one Affordable Housing unit, the Agreement shall contain a description of each Affordable Housing unit governed by the Agreement as described in Section II PROPERTY DESCRIPTION and/or EXHIBIT A of the Agreement and an ending date to be imposed on the unit as described in Section III TERM OF RESTRICTIONS of the Agreement.

C. This Agreement shall be executed by the Owner or the then current title holder of record of the property upon which the Affordable Housing units are to be situated prior to its recording.

VI. DEEDS OF CONVEYANCE AND LEASE PROVISIONS

All Deeds of Conveyance and Lease Agreements from all Owners to Purchasers and Certified Renters of Affordable Housing units shall include the following clause in a conspicuous place.

"The Owner's right, title and interest in this unit and the use, sale, resale and rental of this property are subject to the terms, conditions, restrictions, limitations and provisions as set forth in an AFFORDABLE HOUSING AGREEMENT which has been filed in the Office of the Clerk of County and is also on file with the N.J. Department of Community Affairs."

VII. COVENANTS RUNNING WITH LAND

The provisions of this Affordable Housing Agreement shall constitute covenants running with the land with respect to each Affordable Housing unit affected hereby, and shall bind all Purchasers and Owners of Affordable Housing units, their heirs, assigns and all persons claiming by, through or under their heirs, executors, administrators and assigns for the duration of this Agreement as set forth herein.

VIII. OWNER RESPONSIBILITIES

In addition to fully complying with the terms and provisions of this Affordable Housing Agreement, the Owner acknowledges the following responsibilities:

A. Affordable Housing units designated as rental units shall at all times remain the Primary Residence of the Renter and shall not be sublet to any party whether or not that party is qualified as a Low or Moderate Income Eligible Household without prior written approval from the Department.

B. All home improvements made to an Affordable Housing Unit shall be at the Owner's expense except that the expenditures for any alteration that allows a unit to be resold or rented to a larger household size because of an increased capacity for occupancy shall be considered for a recalculation of Base Rent. Owners must obtain prior approval for such alteration to qualify for this recalculation.

C. The Owner of an Affordable Housing unit shall keep the Affordable Housing unit in good repair.

D. Owners of Affordable Housing units shall pay all taxes, charges, assessments or levies, both public and private, assessed against such unit, or any part thereof, as and when the same become due.
E. Owners of Affordable Housing units shall notify the Department in writing sixty (60) days prior to a rental vacancy. Owners shall not convey title or lease or otherwise deliver possession of the Affordable Housing unit without the prior written approval of the Department.

F. An Owner shall request referrals of Certified Households from the pre-screened established referral list maintained by the Department.

G. If the Department does not refer a certified household within sixty (60) days of the Notice of Rental Vacancy, the Owner may rent the property to an eligible household not referred by the Department. The proposed Renter must complete all required Household Eligibility forms and submit Gross Annual Income information for verification to the Department for written certification as an eligible rental transaction.

H. The Owner shall not permit any lien, other than the First Purchase Money Mortgage, Department approved subordinate mortgages and liens of the Department, to attach and remain on the property for more than sixty (60) days.

I. If an Affordable Housing unit is part of a condominium, homeowner's or cooperative association, the Owner, in addition to paying any assessments required by the Master Deed of the Condominium or By-laws of an Association, shall further fully comply with all of the terms, covenants or conditions of said Master Deed or By-Laws, as well as fully comply with all terms, conditions and restrictions of this Affordable Housing Agreement.

J. The Owner shall have responsibility for forwarding copies of all documents filed with the applicable county recording office to the Department after they have been signed, dated and recorded.

K. The Owner shall be obligated to pay a service fee to the Department for initial occupancy and at the time of each new rental occupancy in the amount specified by the fee schedule approved by the N.J. Treasurer.

IX. FORECLOSURE

A. This agreement shall not be terminated in the event of judgment of Foreclosure on properties that include Affordable Housing units that are designated as rental units unless the rental unit is contained within an owner-occupied property containing four or less units.

B. If the rental unit is contained within an owner-occupied property containing four or less units, the terms and restrictions of this Agreement shall be subordinate only to the First Purchase Money Mortgage lien on the Affordable Housing property and in no way shall impair the First Purchase Money Mortgagee's ability to exercise the contract remedies available to it in the event of any default of such mortgage as such remedies are set forth in the First Purchase Money Mortgage documents for the Affordable Housing unit.

C. Upon a judgment of Foreclosure of an owner-occupied unit containing an affordable rental housing unit, the Department shall execute a document in recordable form evidencing that such Affordable Housing unit has been forever released from the restrictions of this Agreement. Execution of foreclosure sales by any other class of creditor or mortgagee shall not result in a release of the Affordable Housing unit from the provisions and restrictions of this Agreement.

X. VIOLATION, DEFAULTS AND REMEDIES

In the event of a threatened breach of any of the terms of this Agreement by an Owner, the Authority shall have all remedies provided at law or equity, including the right to seek injunctive relief or specific performance, it being recognized by both parties to this Agreement that a breach will cause irreparable harm to the Department, in light of the public policies set forth in the Fair Housing Act and the obligation for the provision of low and moderate income housing. Upon the occurrence of a breach of any of the terms of the Agreement by an Owner, the Department shall have all remedies provided at law or equity, including but not limited to foreclosure, recoupment of any funds from a rental in violation of the Agreement, injunctive relief to prevent further violation of the Agreement, entry on the premises, and specific performance.
XI. RIGHT TO ASSIGN

The Department may assign from time to time its rights, and delegate its obligations hereunder without the consent of the Owner. Upon such assignment, the Department, its successors or assigns shall provide written notice to the Owner.

XII. INTERPRETATION OF THIS AGREEMENT

The terms of this Agreement shall be interpreted so as to avoid financial speculation or circumvention of the purposes of the Fair Housing Act for the duration of this Agreement and to ensure, to the greatest extent possible, that the purchase price, mortgage payments and rents of designated Affordable Housing units remain affordable to Low and Moderate Income-Eligible Households as defined herein.

XIII. NOTICES

All notices required herein shall be sent by certified mail, return receipt requested as follows:

To the Owner: Lincoln Commons Urban Renewal, L.P.
c/o Ingerman Affordable Housing, Inc.
725 Cuthbert Boulevard
Cherry Hill, NJ 08002
Attention: M. Brad Ingerman

To the Department: NJ Department of Community Affairs
Division of Housing and Community Resources
101 South Broad Street -- PO Box 806
Trenton, NJ 08625-0806
Attention: Balanced Housing Program, 5th Floor

Or such other address that the Department, Owner, or municipality may subsequently designate in writing and mail to the other parties.

XIV. SUPERIORITY OF AGREEMENT

Owner warrants that no other Agreement with provisions contradictory of, or in opposition to, the provisions hereof has been or will be executed, and that, in any event, the requirements of this Agreement are paramount and controlling as to the rights and obligations between and among the Owner, the Department, and their respective successors.

XV. SEVERABILITY

It is the intention of all parties that the provisions of this instrument are severable so that if any provisions, conditions, covenants or restrictions thereof shall be invalid or void under any applicable federal, state or local law, the remainder shall be unaffected thereby.

In the event that any provision, condition, covenant or restriction hereof, is at the time of recording of this instrument, void, voidable or unenforceable as being contrary to any applicable federal, state or local law, both parties, their successors and assigns, and all persons claiming by, through or under them covenant and agree that any future amendments or supplements to the said laws having the effect of removing said invalidity, voidability or unenforceability, shall be deemed to apply retrospectively to this instrument thereby operating to validate the provisions of this instrument which otherwise might be invalid and it is covenanted and agreed that any such amendments and supplements to the said laws shall have the effect herein described as fully as if they had been in effect at the time of the execution of this instrument.
XVI. CONTROLLING LAW

The terms of this Agreement shall be interpreted under the laws of the State of New Jersey.

XVII. OWNER'S CERTIFICATION

The Owner certifies that all information provided in order to qualify as the owner of the property or to purchase the property is true and correct as of the date of the signing of this Agreement.

XVIII. AGREEMENT

The Owner and the Department hereby agree that all Affordable Housing units described herein shall be marketed, sold, rented, and occupied in accordance with the provisions of this Agreement. Neither the Owner nor the Department shall amend or alter the provisions of this Agreement without first obtaining the approval of the other party. Any such approved amendments or modifications of this Agreement shall be in writing and shall contain proof of approval from the other parties and shall not be effective unless and until recorded with the County Clerk, for the County in which the Affordable Housing units are situated.

Dated: September 20, 2001

ATTEST:

M. Brad Ingeman
Secretary

LINCOLN COMMONS URBAN RENEWAL, L.P.
By its general partner
INGERSOLL AFFORDABLE HOUSING, INC.

By: M. Brad Ingeman
President
ACKNOWLEDGEMENT

STATE OF NEW JERSEY  

COUNTY OF CAMDEN  

I CERTIFY that on September 20, 2001, M. Brad Ingerman, personally came before me, and acknowledged under oath, to my satisfaction, that this person (or if more than one, each person):

(a) is named in and personally signed this document; and

(b) signed, sealed and delivered this document as his or her act and deed; and

(c) if applicable, is the president of the general partner of the partnership and signed and delivered this document as his or her act and deed as an officer general partner on behalf of the partnership.

(d) this person signed this proof to attest to the truth of these facts.

(Print name and title below signature)

M. Brad Ingerman, Secretary

Signed and sworn to before me on the 20th day of September, 2001

Notary

MICHAEL S. BAUER
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES OCT. 6, 2002
EXHIBIT A

AFFORDABLE HOUSING AGREEMENT

This Affordable Housing Agreement also applies to the owner's interest in the real properties as further described below:

PROPERTY DESCRIPTION

Block # 41 Lot #15
Municipality Haddonfield
County Camden # of Units 48
Complete Street Address & Unit # Ellis Street and Lincoln Avenue

Borough of Haddonfield State of New Jersey Zip

The restrictions contained herein shall be imposed on the Affordable Housing units as listed below for a period of at least 45 years beginning on the date specified in Section III (A) and ending at the first non-exempt transfer of title after the date specified in Section III (B) unless extended by municipal resolution as described in Section III TERM OF RESTRICTION.

Please add a legal property description as required including individual building or individual rental unit identification numbers if different from or in addition to above. Also attach a copy of the first page of Section C of the Balanced Housing Grant Agreement as an attachment to this document.
EXHIBIT A

All that certain tract of land and the premises situate in the Borough of Haddonfield, County of Camden and State of New Jersey, bounded and described as follows:

BEGINNING at a point in the division between Lots 15 and 16, said point being located 375.00 feet from the intersection of the Northerly line of Lincoln Avenue and the Easterly line of Walnut Street (60 feet wide):

(1) Along the Northerly line of Lincoln Avenue (60 feet wide), North 87 degrees 01 minutes 00 seconds East, a distance of 214.10 feet to a point; thence

(2) North 25 degrees 35 minutes 00 seconds East, a distance of 136.91 feet to a point; thence

(3) North 64 degrees 25 minutes 00 seconds West, a distance of 263.93 feet to a point; thence

(4) North 25 degrees 35 minutes 00 seconds East, a distance of 43.00 feet to a point; thence

(5) North 64 degrees 25 minutes 00 seconds West, a distance of 133.25 feet to a point; thence

(6) South 25 degrees 35 minutes 00 seconds West, a distance of 180.00 feet to a point; thence

(7) South 64 degrees 25 minutes 00 seconds East, a distance of 153.55 feet to a point; thence

(8) South 02 degrees 59 minutes 20 seconds East, a distance of 116.41 feet to a point of BEGINNING.

Being Lot 15, Block 41, Tax Map.


Also being described as follows:

All that certain tract of land and the premises situate in the Borough of Haddonfield, County of Camden and State of New Jersey, bounded and described as follows:

BEGINNING at a point in the division between Lots 15 and 16, said point being located 375.00 feet from the intersection of the Northerly line of Lincoln Avenue and the Easterly line of Walnut Street (60 feet wide); said point also being 0.51 feet westerly of and 0.34 feet northerly of a concrete monument; thence

(1) Along the Northerly line of Lincoln Avenue (60 feet wide), North 87 degrees 01 minutes 00 seconds East, a distance of 214.04 feet to a set iron rod; thence

(2) North 25 degrees 35 minutes 00 seconds East, a distance of 136.91 feet to a found iron pipe; thence

(3) North 64 degrees 25 minutes 00 seconds West, a distance of 263.93 feet to a point being 0.40 feet northeasterly of and 0.30 feet northwestly of a found iron rod; thence

(4) North 25 degrees 35 minutes 00 seconds East, a distance of 43.00 feet to a found iron rod; thence
(5) North 64 degrees 25 minutes 00 seconds West, a distance of 133.25 feet to a set iron rod; thence

(6) South 25 degrees 35 minutes 00 seconds West, a distance of 180.00 feet to a point being 1.09 feet northeasterly of and 1.26 feet southeasterly of a found iron rod; thence

(7) South 64 degrees 25 minutes 00 seconds East, a distance of 153.55 feet to a point being 0.27 feet northeasterly of and 0.32 feet northwesterly of a found iron rod; thence

(8) South 02 degrees 58 minutes 20 seconds East, a distance of 116.42 feet to a point of BEGINNING.

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, Lincoln Commons Urban Renewal, L.P. to provide up to $1,740,000 Balanced Housing Funds for developing the project, Lincoln Commons 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:

<table>
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<th>No of Units</th>
<th>No of BRs</th>
<th>Sq.Ft.</th>
<th>Monthly Rent (excluding tenant-paid utilities)</th>
<th>Low (L) or Mod (M)</th>
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<td>48</td>
<td>1</td>
<td>600</td>
<td>$493</td>
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   Utilities shall be provided as follows:

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</thead>
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<tr>
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<tr>
<td>Hot water (gas)</td>
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<tr>
<td>Water</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>Sewer</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Electricity</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>Cooking (electric)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Trash</td>
<td></td>
<td>X</td>
</tr>
</tbody>
</table>

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APPENDIX G

Bancroft Redevelopment Documentation, including:

- Resolution Designating Area in Need of Redevelopment
- Bancroft Redevelopment Plan
BOROUGH OF HADDONFIELD
Camden County, New Jersey

January 12, 2016

2016-01-12-019

WHEREAS, the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1, et seq., as amended (the “Redevelopment Law”), authorizes municipalities to determine whether certain parcels of land in the municipality constitute areas in need of redevelopment; and

WHEREAS, pursuant to N.J.S.A. 40:12A-6 of the Redevelopment Law, the Commissioners of the Borough of Haddonfield, in the County of Camden, New Jersey (the “Borough”) must authorize the Planning Board of the Borough (the “Planning Board”) to conduct an investigation of the area and make recommendations to the Borough; and

WHEREAS, the Borough by Resolution #2005-08-09-161, adopted August 9, 2005 pursuant to the Redevelopment Law, authorized and directed the Planning Board to undertake a preliminary investigation to determine if a specific area located in the Borough, commonly known as the Bancroft Site and consisting of two parcels, namely Block 13, Lot 25, which is a 6.1 acre site located on the west side of Hopkins Lane, adjacent to Haddonfield Memorial High School, and Block 14, Lot 2, which is a 12.6 acre site located on the east side of Hopkins Lane, adjacent to county parkland to the north and east (together, the “Study Area”) constituted an area in need of redevelopment according to the criteria set forth in the Redevelopment Law; and

WHEREAS, on April 11, 2006, the Planning Board, after providing due notice, conducted a public hearing in accordance with the Redevelopment Law and by Resolution, made a recommendation to the Board of Commissioners of the Borough to determine that the Study Area constituted an area in need of redevelopment (the “Original Study”); and

WHEREAS, on April 25, 2006, the Borough determined that, based upon the recommendations of the Planning Board, the Study Area should be designated an area in need of redevelopment under the Redevelopment Law; and

WHEREAS, on September 8, 2015, the Borough adopted Resolution #2015-09-08-151 that directed the Planning Board to reinvestigate the Study Area to reaffirm the findings of the Original Study, and if the Study Area was reaffirmed as an area in need of redevelopment, the Borough would be authorized to use all of those powers provided under the Redevelopment Law for use in a redevelopment area, including the power of eminent domain pursuant to N.J.S.A. 40A:12A-8(c); and
BOROUGH OF HADDONFIELD
Camden County, New Jersey

January 12, 2016

2016-01-12-019
Page 2 of 3

WHEREAS, Phil B. Caton, PP, FAICP of Clarke Caton Hintz prepared and submitted the “Preliminary Reinvestigation for a Determination of Area in Need of Redevelopment: Bancroft Neurohealth Property” dated October 9, 2015 (the “Preliminary Reinvestigation Report”), which was reviewed by the Planning Board; and

WHEREAS, the Planning Board, after providing statutory notice, conducted public hearings on October 29, 2015 and December 9, 2015, which was carried until January 5, 2016, and determined that the Study Area qualified as an area in need of redevelopment and recommended that the Borough designate the Study Area as an area in need of redevelopment pursuant to the criteria and requirements of the Redevelopment Law (the “Condemnation Redevelopment Area”); and

WHEREAS, the Borough has determined that, based upon the recommendations of the Planning Board, the designation of the Condemnation Redevelopment Area as an area in need of redevelopment should be reaffirmed, such designation authorizing the Borough to use all those powers provided by the Redevelopment Law for use in a redevelopment area, including the power of eminent domain.

NOW THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Borough of Haddonfield, in the county of Camden, New Jersey as follows:

Section 1. The foregoing recitals are incorporated herein as if set forth in full.

Section 2. The recommendations and conclusions of the Planning Board are hereby accepted by the Borough.

Section 3. Based upon the findings and recommendations of the Planning Board, the Condemnation Redevelopment Area is hereby designated an area in need of redevelopment with the power of eminent domain pursuant to the provisions of Sections 5 and 6 of the Redevelopment Law.

Section 4. The Borough Clerk is hereby directed to transmit a copy of this Resolution to the Commissioner of the New Jersey Department of Community Affairs for review pursuant to Section 6(b)(5) of the Redevelopment Law.

Section 5. The Borough Clerk is hereby directed to serve, within ten (10) days hereof, a copy of this Resolution upon (i) all record owners of property located within the Condemnation Redevelopment Area, as reflected on the tax assessor’s records, and (ii) each person who filed a written objection prior to the hearings held by the Planning Board, service to be in the manner provided by Section 6 of the Redevelopment Law.
Section 6. The Borough Administrator is hereby directed to secure the preparation of a redevelopment plan for the Condemnation Redevelopment Area in accordance with the requirements of Section 7 of the Redevelopment Law, N.J.S.A. 40A:12A-7.

Section 7. Upon completion of the redevelopment plan and prior to adoption thereof, the redevelopment plan is hereby referred to the Planning Board for its recommendations pursuant to Section 7(e) of the Redevelopment Law, N.J.S.A. 40A:12A-7(e).

Section 8. This Resolution shall take effect immediately.

<table>
<thead>
<tr>
<th>ROLL CALL VOTE:</th>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
<tbody>
<tr>
<td>KASKO</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>MOSCATELLI</td>
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<td>X</td>
</tr>
<tr>
<td>ROCHFORD</td>
<td></td>
<td>X</td>
</tr>
</tbody>
</table>

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, 2016.

Deanna Bennett, Borough Clerk
BANCROFT REDEVELOPMENT PLAN

Borough of Haddonfield, New Jersey

Adopted April 6, 2016 (Amended January 16, 2018)

Clarke Caton Hintz
Bancroft Redevelopment Plan

In Accordance with the Local Redevelopment & Housing Law
(N.J.S.A. 40A:12A-1 et seq.)

BANCROFT NEUROHEALTH PROPERTY
BOROUGH OF HADDONFIELD
CAMDEN COUNTY, NEW JERSEY

Adopted April 6, 2016
Amended January 16, 2018

Prepared by:

Philip B. Caton, PP, FAICP
Professional Planner's License # 1829

The original of this report was signed and sealed in accordance with N.J.S.A. 45:14A-12

Clarke Caton Hintz, P.C.
100 Barrack Street
Trenton, NJ 08608
Bancroft Redevelopment Plan
Borough of Haddonfield,
Camden County, New Jersey

Borough Board of Commissioners
Jeffrey Stephen Kasko, Mayor and Commissioner
Revenue and Finance
John Moscatelli, Commissioner of Public Works,
Parks and Property
Neal Rochford, Commissioner of Public Affairs and
Public Safety

Borough Professionals
Sharon McCullough, Borough Administrator
Mario Iavicoli, Borough Solicitor
Stephanie Cuthbert, PE, Borough Engineer

Borough Planning Board
John LaProcido, Chairperson
Doug McCollister, Vice Chair
John Stokes
John Moscatelli
Rafael Haciski
Mark Sobel
Eugene G. Haag
Stuart Harting
Shawn McCaney
Joyce Howell, Alt. I
William Polise, Alt. II

Planning Board Professionals
Don Ryan, Planning Board Solicitor
Gregory Sullivan, PE, Planning Board Engineer
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Bancroft Redevelopment Plan

INTRODUCTION

The future relocation of the Bancroft NeuroHealth facility at Kings Highway and Hopkins Lane provides the opportunity for the first time since 1883 to re-plan this significant property within Haddonfield. The Bancroft property comprises a total of 19.22 acres; it is bisected by Hopkins Lane into two blocks and lots: Block 13, Lot 25 (6.07 acres) to the west and Block 14, Lot 2 (13.15 acres) to the east. This document addresses both sides of the redevelopment district: the east side between Hopkins Lane and Cooper River Park, a county-owned open space tract in both Haddonfield and Cherry Hill Township, and the west side between Hopkins Lane and the Haddonfield Memorial High School property.

The Redevelopment Plan also serves to implement agreements between Bancroft NeuroHealth; 2 Hopkins Lane, LLC and the Borough of Haddonfield. These agreements will enable the Borough to purchase the entire 19.22 acres of Bancroft property through the assignment of a purchase option for the Bancroft property from 2 Hopkins Lane, LLC to the Borough. Under the agreements 2 Hopkins Lane, LLC will have an option to purchase 8.2 of the 13.15 acres constituting the east side of the property and will have the right to develop 80 market-rate, age-targeted units and 10-12 units that would be deed-restricted to households of low and moderate income (consistent with the Borough’s Third Round Housing Element and Fair Share Plan). While property in the Redevelopment Area will be acquired and Bancroft NeuroHealth will eventually relocate from Haddonfield, such acquisition and relocation are not being undertaken through the instrumentalities of the NJ Local Redevelopment and Housing Law N.J.S.A. 40A:12A-1 et seq.

This document is the second step in implementing a specific plan for redevelopment that began with the preliminary investigation conducted by the Planning Board during the fall of 2015 that resulted in a declaration of an area in need of redevelopment by Resolution of the Borough Board of Commissioners on January 12, 2016. Subsequent steps will include the selection of a redeveloper or redevelopers and execution of a redevelopment agreement.

A map depicting the Redevelopment Area in context is found on the following page.
Bancroft Redevelopment Plan
Haddonfield Borough, NJ
March 17, 2016

CONTEXT AND HISTORIC DISTRICT MAP

Redevelopment Area

1" = 100'
REDEVELOPMENT PLAN PROCESS

The formal redevelopment process for the Bancroft Study Area began with the Borough Commission’s authorization for the Planning Board to conduct a preliminary investigation of the area to determine if it met the statutory criteria for designation as a redevelopment area. This action was memorialized in Resolution No. 2015-09-08-151, adopted by the Commissioners on September 8, 2015. This preliminary investigation resolution identified the type of study as a “condemnation study”, meaning that if found to meet the criteria for a redevelopment area the tract could be acquired by eminent domain. Notwithstanding that authority condemnation will not be necessary if the Borough is able to purchase the Bancroft property through the agreements referenced above.

The Planning Board held a public hearing on the findings of the preliminary study and recommended that the Borough Commission adopt the Bancroft Study Area as an “Area In Need of Redevelopment”. The Planning Board found that one statutory criterion for an area in need of redevelopment in N.J.S.A. 40A:12A-6.d was met for all of the area proposed to be designated for redevelopment. The Commissioners accepted the Planning Board’s recommendation and re-designated the site as a Condemnation Redevelopment Area on January 12, 2016 (Resolution No. 2016-01-12-019).

The Bancroft Redevelopment Plan has been prepared pursuant to N.J.S.A. 40A:12A-1 et seq. As required under the statute, the plan includes the following components:

a. Redevelopment Goals and Objectives;

b. Proposed Land Uses and Design Concepts;

c. Redevelopment Regulations and Standards; and

d. Relationship of the Redevelopment Plan to Other Plans

BANCROFT REDEVELOPMENT PLAN GOALS AND OBJECTIVES

The Bancroft Redevelopment Plan is intended to expand the public open space in Haddonfield for active and passive recreation, foster the development of an age-targeted and affordable residential development, provide room for the expansion of Haddonfield Borough Board of Education facilities, and retain the 1886 Lullworth Hall. Within this overall redevelopment goal, the Redevelopment Plan establishes a set of

1 This constituted the second time the Commissioners had authorized the study. Previously, the Commissioners had authorized the Planning Board to conduct the preliminary investigation on August 9, 2005 (Resolution 2005-08-09-161). The second study reaffirmed this earlier designation from 2006.
objectives that are based on public input received at the various stakeholder and other public meetings over past years, as well as permitting the redevelopment of the site consistent with the agreements described above. The 14 goals and objectives which are set forth in this section are intended to provide general guidance for the design of the development; however, a lack of adherence to one or more of the goals and objectives does not necessitate the Redeveloper applying for and receiving a variance or waiver as part of the site plan/subdivision approval process. The redevelopment plan objectives include the following:

1. To provide appropriate design and performance standards to guide and facilitate the redevelopment of the Bancroft property in a manner consistent with the overall redevelopment goal;

2. To implement a Redevelopment Plan in which the net costs to the Borough of purchasing the Redevelopment Area property and the related property improvement and maintenance expenses are, on an annual basis, no greater than the revenue generated to the Borough from the sale of land and the redevelopment.

3. To ensure that the market rate, age-targeted housing is attractive to “empty-nesters” and, to that goal, incorporates certain design and pricing principles into the development. These principles include modest unit size, limited number of bedrooms, single level living or limited living areas on multiple floors, accessibility for residents, covered, garaged and/or structured parking, common area improvements conducive to senior living, price points at or below the median price of a home in Haddonfield, and other community and site features that support independent living of older adults.

4. To encourage high quality architectural design and construction of new residential buildings within the Redevelopment Area which reflect the objectives and standards of the Haddonfield Historic District ordinance;

5. To integrate the affordable housing components seamlessly with the age-targeted dwellings;

6. To facilitate (via either a public sector or private sector owner) the preservation and adaptive reuse of historic Lullworth Hall – the original site of the Bancroft School, its carriage house, and any other historic resources on the property which can be preserved and adapted for beneficial use;

7. To provide for a public use (perhaps including an active recreation facility, such as a baseball or multipurpose field) on the west side of Hopkins Lane adjacent to the Haddonfield Memorial High School property. [Note: The benefits of a baseball field, which would appear to require the partial realignment of
Hopkins Lane, should be evaluated against the desirability of maintaining this historic Lane and the ball field’s cost and impacts on the existing and proposed surrounding residential development;

8. To devote at least one third of the Redevelopment Area east of Hopkins Lane to passive open space, including but not limited to, a comprehensive pedestrian and cycling path system connecting to existing and planned pathways to Hopkins Pond, the Cooper River Park, and along Kings Highway;

9. To guide the site planning of the residential development on the east side of Hopkins Lane to protect and enhance the landscaped/bermed frontage of the Redevelopment Area on Kings Highway as a principal gateway to the Borough and to enhance the natural wooded buffer along the Cooper River;

10. To encourage the creative use of landscape material as an integral design element to the Redevelopment Plan and to reflect consideration of native species, seasonal interest, the texture and shape of blossoms and foliage, and resistance to disease.

11. To utilize “green” building techniques and sustainable design features in both the site design and the residential building design consistent with the Green Building and Environmental Sustainability Element of the Haddonfield Master Plan;

12. To limit impervious surface coverage within the proposed residential development area and in the balance of the Redevelopment Area and utilize innovative stormwater management control techniques to lessen the negative impact of redevelopment on the quality, quantity and rate of stormwater runoff from the Redevelopment Area;

13. To create a vehicular circulation pattern in the Redevelopment Area which gives priority to pedestrians and cyclists over vehicles, seeks to reduce conflict points among these transportation modalities, and coordinates vehicular intersections to improve traffic and pedestrian safety; and

14. To provide adequate parking – both off street and on-street – for the residential development, Lullworth Hall adaptive re-use, and the active and passive recreation facilities which are contemplated in this Redevelopment Plan.

**Characteristics of the Redevelopment Area**

The Bancroft Redevelopment Area, as noted above, is 19.2 acres in area not including the right-of-way of Hopkins Lane. Hopkins Lane intersects Kings Highway (State Route 41) at the front of the tract and divides it roughly one-third to the west and two-
thirds to the east. Hopkins Lane traverses over the dam that created Hopkins Pond to the north beyond the Redevelopment Area, circles around the water body to the north and intersects Grove Street. Hopkins Lane provides a means of access from the Birdwood neighborhood to Kings Highway without the necessity of traveling on Grove Street. Hopkins Lane is also an organizing element of the Bancroft School in that it functions as a main driveway to the complex.

The west side of the redevelopment area is the location of Lullworth Hall, an historic structure that, along with its carriage house and associated outbuildings constitute an important cultural resource to the Borough. The west side yard of Lullworth Hall out to Kings Highway is used for surface parking for the facility. To the north is Cooley Hall, which is the largest building on the campus. On the east side of the campus are ten additional buildings, the largest of which is Bancroft Hall located in the center. Farrington Hall is located next to Kings Highway. The other buildings are clustered together to the east and constitute Bancroft’s on-site residences. Surface parking surrounds these buildings. All of these buildings, with the exception of Lullworth Hall and its associated accessory structures, are proposed to be demolished through the implementation of this plan.

The redevelopment area slopes down from the elevation at Lullworth Hall to the east and north where the developed part of the tract transitions steeply to the flood plain of the Cooper River and the outfall from Hopkins Pond. From the Cooper River to Hopkins Lane, the roadway cut for Kings Highway has also created an embankment to the plateau. The sloped areas are heavily wooded and create a demarcation between Cooper River Park and the existing developed portion of the redevelopment area. These wooded slopes and the flood plain of the river create environmentally sensitive lands that are intended to be protected as part of the redevelopment of the property.

Adjacent and nearby land uses include Haddonfield Memorial High School to the west, Borough-owned open space to the north containing a practice field (Anniversary Field) and conservation lands next to Hopkins Pond, Cooper River Park to the north and east owned by Camden County, single family attached dwellings in Haddonfield Mews to the south, as well as single family detached uses on Lee Avenue, Morehouse Lane and fronting directly on Kings Highway. Lastly, the Baptist Cemetery is located directly across the street from the Lullworth House. The wide variety of abutting uses indicates the ability of the tract to host a number of different new uses without creating land use incompatibilities.

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2 - For the sake of convenience, Kings Highway is considered running east to west, though its alignment is closer to a northeast to southwest line.
3 - Officially, the water body is named “Silver Lake”; the colloquial name will be used in this document.
The land use plan on the following page depicts categories of land uses appropriate and desirable for the redevelopment area. Within these broad-based categories, more specific permitted and accessory uses are spelled out in the development regulations section of this document. These uses are limited as indicated. However, the boundaries of the land use plan categories are intended to approximate the locations and acreage to be devoted to differing uses and should not be construed as firmly fixed in place. Flexibility in the development of the redevelopment area, and particularly that portion of the area east of Hopkins Lane is necessary to address market conditions. More details on land use proposals will be addressed through the Redevelopment Agreement which is a prerequisite to developing within the redevelopment area and through subsequent subdivision and site plan submissions by the redeveloper(s). With this in mind, the land use categories are depicted on the land use plan and are described below.
Land Use Plan

LOCATION:
Haddonfield, Camden County, NJ

DATE:
March 17, 2016

<table>
<thead>
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<th>ACRES</th>
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<tr>
<td>1.42</td>
<td>7.40%</td>
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<tr>
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<td>24.19%</td>
</tr>
<tr>
<td>19.22</td>
<td>100%</td>
</tr>
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</table>

- **RESIDENTIAL**: 8.2 acres (42.66%)
- **LULLWORTH HALL**: 1.42 acres (7.40%)
- **PASSIVE O.S.**: 4.95 acres (25.75%)
- **PUBLIC USE/ACTIVE REC.**: 4.65 acres (24.19%)

**Legend**
- Residential
- Lullworth Hall
- Passive O.S.
- Public Use/Active Rec.
The land use plan is a specific requirement for the creation of a redevelopment plan. As its name implies, it is akin to the land use classifications of a master plan rather than a zoning map because it sets guiding principles yet at the same time allows for greater flexibility in the crafting of the redevelopment plan in comparison to a zoning ordinance.

**Residential** – On the east side of Hopkins Lane, the main area of redevelopment on the tract is proposed for market-rate, age-targeted residential use along with low and moderate income dwellings consistent with the Borough’s Housing Element and Fair Share Plan. The east side of Hopkins Lane can be developed either with market-rate townhouses (with affordable housing in duplexes) or market-rate condominium flats (with affordable housing as condominium flats) in mid-rise building(s) or a combination of the two market-rate housing types along with affordable housing in either configuration.

**Passive Open Space** – Sections of the redevelopment area are intended to remain in their natural state except for the creation of pedestrian and bicycle pathways as appropriate. The areas encompass the environmentally sensitive wooded slopes and wetlands generally on the eastern edge of the property, but also encompassing portions of the north and south perimeter.

**Active Recreation** – An athletic field could be sited in the area presently occupied by Cooley Hall. An active field would complement the football/track and field stadium at Haddonfield Memorial High School. Accommodating a regulation high school baseball field would require the relocation of Hopkins Lane around the field or conceivably to a different alignment through the eastern side of the redevelopment area. However, before any commitments to construct any recreation facility can be made, the cost and funding sources for the facility should be identified and, in the case of a baseball field, the implications of realigning Hopkins Lane should be researched. Also, the impact of any active recreation or other public use on the marketability of the residential land use area across Hopkins Lane must be assessed.

**Public Use** – With the exception of Lullworth Hall and its related yard and parking area, the west side of Hopkins Lane is intended for public use, which may include active recreation as set forth above or parking related to either the High School or the active recreation, or both. Alternatively, this area may be improved by the Board of Education for a different, non-recreation purpose if required by long range facility plans for the district. However, the construction of any of these improvements is subject to the same funding caveat as stated above for any public improvement – the cost and funding source(s) should be identified in order for the improvement to proceed.
Lullworth Hall – Lullworth Hall is presently used as administrative offices for Bancroft NeuroHealth. Adaptive reuse of the building from its original purpose as a residence has ensured its survival for 130 years. Since the building’s interior has been altered to accommodate an office use, a professional firm or business service enterprise would be the most likely candidates for its next occupant. Alternatively, since the building has been recently restored and contains a wealth of architectural detail it could be an attractive venue for overnight accommodation as a bed and breakfast inn or it could revert to its original residential use. Regardless of the specific use, the intention is for Lullworth Hall and a suitable surrounding area for yard and parking to be subdivided and sold by the Borough so that it will be transferred to private ownership and become a tax raterable.

APPLICABILITY OF THE REDEVELOPMENT PLAN AND ITS RELATIONSHIP TO THE LAND DEVELOPMENT ORDINANCE

The use, bulk, design and performance standards of this Redevelopment Plan shall supersede and replace the zoning provisions of the Haddonfield Borough Land Development Ordinance for Block 13 Lot 25 and Block 14 Lot 2. The zoning map of the Borough of Haddonfield shall be amended upon the adoption of this plan in accordance with N.J.S.A. 40A:12A-7.c. However, in any instance in which this Redevelopment Plan’s regulations and standards do not address a particular land development control, or when specific reference to the LDO is made the standards of the Land Development Ordinance shall apply to the redevelopment area as permitted by N.J.S.A. 40A:12A-7.a(2). Furthermore, if any provision of this Redevelopment Plan is determined by a Court with appropriate jurisdiction to be invalid the remainder of the Plan will not be affected and will remain in full force and effect.

GENERAL PROVISIONS

Redevelopment Authority

The Borough Board of Commissioners shall act as the “Redevelopment Authority” pursuant to N.J.S.A. 40A-12A-4.c for purposes of implementing this Redevelopment Plan and carrying out redevelopment projects. In doing so, the Borough Commissioners shall have the powers set forth in N.J.S.A. 40A-12A-8 to effectuate all of its duties and responsibilities in the execution and implementation of this Redevelopment Plan.
Redeveloper Selection

The Redevelopment Authority may select a redeveloper(s) for the redevelopment of the whole redevelopment area or portions thereof as it deems necessary. The Redevelopment Authority shall select a redeveloper(s) based on the entity’s experience, financial capacity, ability to meet deadlines, flexibility in meeting market demands within the framework of the Redevelopment Plan, and additional criteria that demonstrate the redeveloper’s ability to implement the goals and objectives of the plan. Due consideration shall be given to the selection of a redeveloper as set forth in the agreements involving the Borough of Haddonfield, 2 Hopkins Lane, LLC and Bancroft Neurohealth.

Redevelopment Agreement

Once a redeveloper has been selected, the Redevelopment Authority shall enter into a redevelopment agreement with the redeveloper that comports with the requirements of N.J.S.A. 40A:12A-9.

Any development or construction within the redevelopment area shall be undertaken in accordance with a contractual Redevelopment Agreement between the Redevelopment Authority and a municipally-designated redeveloper or developers, which may include optional provisions as mutually determined. The Redevelopment Agreement shall be in full force and effect prior to the redeveloper making application to the Planning Board for any general development plan, conditional use, site plan, and/or subdivision approval.

Effect of Redevelopment Agreement

The execution of the Redevelopment Agreement shall convey the right to prepare a site plan or subdivision application for redevelopment to the Haddonfield Borough Planning Board in accordance with the terms of the Redevelopment Agreement and Redevelopment Plan, among other rights that may be granted by the Redevelopment Authority. In addition, the execution of the Redevelopment Agreement shall establish the period of time as such rights to develop under the terms and conditions of the Redevelopment Plan shall be granted. Nothing herein shall prevent the Redevelopment Authority and redeveloper from mutually agreeing to an amendment of the Redevelopment Plan as it affects the redeveloper’s property from time to time or at any time. However, any amendment to the Redevelopment Plan must proceed through the same public notice and hearing process as applies to the initial adoption of the Redevelopment Plan.
Staff Employment

The Redevelopment Authority may employ or contract for and fix compensation of such experts and other staff and services as it may deem necessary, including, but not limited to, architecture, economic forecasting, engineering, environmental, landscape architecture, legal, market analysis, planning, and transportation consulting services. However, the Redevelopment Authority shall not authorize expenditures which exceed, exclusive of gifts, grants or escrow accounts, the amounts appropriated for its use.

Affordable Housing

Any residential development shall provide a proportionate share of affordable dwellings. The number of affordable housing units in a townhouse development shall be a minimum of ten (10) units and a maximum of twelve (12) units. Should the number of total dwelling units within the redevelopment area exceed 90, the percentage of affordable housing shall be 12.5% of the total number of affordable and market rate dwelling units.

The precise number of affordable housing units shall be consistent with the Borough’s Third Round Housing Element and Fair Share Plan and shall be set forth in the Redevelopment Agreement between the Borough and 2 Hopkins Lane, LLC.

All affordable dwelling units shall be provided as part of an inclusionary development as such term is defined in N.J.A.C. 5:93-1.3, or in such other form as agreed to by the Redevelopment Authority in a Redevelopment Agreement, provided that the alternative form: (1), conforms with applicable state affordable housing regulations or other applicable legal or judicial requirements; and (2), ensures that if the market rate units contemplated by this Redevelopment Plan are constructed then the affordable units required herein are also constructed. The construction, phasing, leasing (if applicable), marketing operation and transfer of any affordable dwelling units shall comply with the Uniform Housing Affordability Controls (“UHAC” - N.J.A.C. 5:80-26.1 et seq.) as they may be amended or superseded.

Once the Bancroft organization vacates the redevelopment area, there will be no residential uses remaining within the redevelopment area. The relocation of the residents in the Bancroft facility will be undertaken voluntarily and thus does not require the implementation of a Workable Relocation Assistance Plan (N.J.A.C. 5:40-1). Furthermore, the Bancroft Redevelopment Area does not include affordable housing units as defined under N.J.S.A. 52:27D-304 and therefore no replacement units shall be required pursuant to N.J.S.A. 40A:12A-7. a (6).
Expiration

The Redevelopment Plan shall remain in full force and effect for a period of thirty (30) years from the date of adoption of this Redevelopment Plan by the Borough Board of Commissioners. Notwithstanding this provision, the period of time granting rights for the redevelopment of any particular parcel within the redevelopment area shall be as established in an executed Redevelopment Agreement (see Effect of Redevelopment Agreement, above).

Bancroft Redevelopment Plan Development Regulations

The regulations in this section shall apply to all land in the Redevelopment Area.

Definitions

Any permitted and accessory uses not defined herein shall be as defined in the Haddonfield Borough Land Development Ordinance.

AFFORDABLE HOUSING – Dwellings that sell or rent for a price or cost within the means of a low- or moderate-income household as defined in N.J.A.C. 5:93-1.3.

AGE-TARGETED HOUSING – A residential development which is designed, marketed and priced to be attractive to “empty-nester” adults aged approximately 55 years or older. The design principles may include modest unit size, limited number of bedrooms, single level living or limited living areas on multiple floors, accessibility, covered, garaged and/or structured parking, social, cultural and recreational facilities conducive to the independent living of older adults, and price points at or below the median price of a home in Haddonfield.

BED AND BREAKFAST INN - a small owner-operated lodging establishment that offers overnight accommodation and breakfast, but not other meals, with bedrooms available for commercial use.

DENSITY, NET RESIDENTIAL – The density, in dwelling units per acre, of that portion of a tract occupied by residential development and its associated accessory uses and structures, including but not limited to, parking, common open space and storm water management facilities.

DWELLING, MULTI-FAMILY - A building which contains more than three (3) dwellings attached to at least one other such dwelling by a common wall, floor or ceiling, each of which is intended for occupancy by one (1) housekeeping unit.

DWELLING, TOWNHOUSE – A dwelling that is designed and occupied exclusively as
the residence of one (1) housekeeping unit, with no other dwelling above or below and is attached by means of one or more common fully separating vertical sound resistant and fire-proof walls to one or more other such dwellings all housed in the same structure.

DWELLING, DUPLEX – A type of multi-family dwelling unit located on one floor within a structure of two such dwellings one of which is stacked above the other and with the exterior appearance of a townhouse dwelling. Duplex dwellings may be attached to townhouses on one or both sides by common fully separating vertical sound resistant and fire-proof walls.

OPEN SPACE - Any parcel or area of land or water essentially unimproved and set aside, dedicated, and designated or reserved for public or private use or enjoyment, or for the use and enjoyment of owners and occupants of land adjoining or neighboring such open space; provided that such areas may be improved with only those buildings, structures, streets and off-street parking and other improvements that are designed to be incidental to the natural openness of the land.

LDO – Land Development Ordinance, the Borough of Haddonfield’s land development regulations ordinance.

USE REGULATIONS

Residential Land Uses

1. Permitted Uses. No lot shall be used and no structure shall be erected, altered or occupied for any purpose except the following:

A. Age-targeted townhouse dwellings.

B. Duplex dwellings for low and moderate income households.

C. Age-targeted multi-family dwellings and multi-family dwellings for low and moderate income households.

D. Municipal use.

2. Accessory Uses. Any of the following accessory uses shall be permitted when used in conjunction with a principal use:

A. Indoor recreation facilities for the use of residents and guests.

B. Outdoor recreational facilities, including tennis, bocce and other court
sports and community garden for the use of residents and guests.

C. For multi-family dwellings: a community center and/ or community rooms.

D. Satellite dish and television antennas providing telecommunications to residents via a common link within a building.

E. Television or radio antenna, including satellite dish antenna with a diameter of thirty-six (36) inches or less, for single family attached uses, only, which is intended for personal use, provided that it does not exceed the height limitation of the district in which it is located. No more than one antenna shall be permitted per dwelling.

F. Tool, storage or garden shed not exceeding 100 sf. in floor area for townhouse and duplex dwellings, only.

G. Sales office (a temporary use).

H. Surface parking.

I. Signs.

J. Accessory uses on the same lot and customarily incidental to a principal use.

Passive Open Space Land Use

1. Permitted Uses. No lot shall be used and no structure shall be erected, altered or occupied for any purpose except the following:

A. Parks and Conservation.

B. Trailheads, observation posts and lookouts.

2. Accessory uses. Any of the following accessory uses shall be permitted when used in conjunction with a principal use:

A. Trails, pedestrian and bicycle paths.

B. Outdoor seating.

C. Parking limited to no more than ten spaces at a trailhead.

D. Signs.
E. Accessory uses customarily incidental to a principal use and located on the same lot.

Active Recreation Land Use

1. Permitted Uses. No lot shall be used and no structure shall be erected, altered or occupied for any purpose except the following:
   A. Parks and field sports recreation.
   B. Conservation.
   C. Municipal use.

2. Accessory uses. Any of the following accessory uses shall be permitted when used in conjunction with a principal use:
   A. Field house and equipment storage.
   B. Concession stand, viewing stands and public restrooms.
   C. Maintenance building.
   D. Surface parking and loading.
   E. Signs.
   F. Accessory uses customarily incidental to a principal use and located on the same lot.

Lullworth Hall: Accommodation and Professional Office Land Uses

1. Permitted Uses. No lot shall be used and no structure shall be erected, altered or occupied for any purpose except the following:
   A. Bed and breakfast inn located within a historic structure.
   B. Professional office located within a historic structure.
   C. Municipal use.
   D. Board of Education use.
2. Accessory Uses. Any of the following accessory uses shall be permitted when used in conjunction with a principal use on the same lot:

A. Outdoor seating and dining for guests.
B. Surface parking and loading.
C. Tool, storage or garden shed not exceeding 200 sf. in floor area.
D. Greenhouse.
E. Private garage.
F. Signs.
G. Accessory uses customarily incidental to a principal use and located on the same lot.

AREA, YARD, COVERAGE AND OTHER REQUIREMENTS

Except as otherwise modified, the following area, yard, and coverage standards contained herein shall apply to all development in the Bancroft Redevelopment Area.

General Regulations

1. The residential portion of the Redevelopment Area (east of Hopkins Lane) may be developed with any of the following alternative approaches:

A. On a parcel of approximately 8.2 acres as determined by the Borough, up to 80 market rate, age-targeted townhouses and 10-12 duplexes affordable to low and moderate income households, for a total development of 90-92 units.

B. On a parcel of 7.0 acres or less as determined by the Borough, up to 105 market-rate multi-family units and 15 multi-family units affordable to low and moderate income households, for a total development of 120 units.

C. On a parcel of 7.5 acres or less as determined by the Borough, up to 87 market rate dwelling units of both townhouse and multi-family dwelling unit types, along with 13 units affordable to low and moderate income households of either duplex or multi-family type, for a total development of 100 units.