

Appendix E: Project Freedom Documentation

Unit #	BR	Special Needs	2024 Income	Gross Rent # in HH	30% IL	Low Income	
111	1	Y	11,691	328	1	\$ 24,090	Y
112	2		43,279	1,039	5	\$ 37,170	
113	3		27,969	1,200	6	\$ 39,930	Y
114	3		42,360	1,200	1	\$ 24,090	
115	2	Y	20,244	557	1	\$ 24,090	Y
116	1	Y	11,691	309	1	\$ 24,090	Y
121	1		17,399	864	1	\$ 24,090	Y
122	2		23,254	1,039	2	\$ 27,540	Y
123	3		35,073	1,200	3	\$ 30,990	
124	3		19,350	1,200	5	\$ 37,170	Y
125	2		68,385	1,039	3	\$ 30,990	
126	1	Y	11,931	412	1	\$ 24,090	Y
131	1	Y	11,705	309	1	\$ 24,090	Y
132	2		29,825	1,039	2	\$ 27,540	
133	3		71,009	1,200	5	\$ 37,170	
134	3		74,258	1,200	5	\$ 37,170	
135	2		29,000	1,039	2	\$ 27,540	
136	1	Y	19,460	503	1	\$ 24,090	Y
211	1	Y	9,377	372	1	\$ 24,090	Y
212	2	Y	25,447	203	2	\$ 27,540	Y
213	3		40,320	1,200	4	\$ 34,410	
214	3		35,398	1,200	6	\$ 39,930	Y
215	2		33,017	1,039	2	\$ 27,540	
216	1	Y	11,343	336	1	\$ 24,090	Y
221	1	Y	11,691	309	1	\$ 24,090	Y
222	2		36,240	1,039	2	\$ 27,540	
223	3		42,492	1,200	3	\$ 30,990	
224	3		39,046	1,200	4	\$ 34,410	
225	2		36,983	1,039	2	\$ 27,540	
226	1		11,316	308	1	\$ 24,090	Y
231	1	Y	12,009	126	1	\$ 24,090	Y
232	2		22,466	1,036	2	\$ 27,540	Y
233	3		44,389	1,200	3	\$ 30,990	
234	3		42,750	1,200	3	\$ 30,990	
235	2		17,268	439	1	\$ 24,090	Y
236	1		33,804	865	1	\$ 24,090	
311	1	Y	22,560	578	1	\$ 24,090	Y
312	2	Y	19,728	266	1	\$ 24,090	Y
313	3		52,208	1,200	3	\$ 30,990	
314	3		38,720	1,200	6	\$ 39,930	Y
315	2	Y	15,682	408	2	\$ 27,540	Y
316	1	Y	56,130	900	1	\$ 24,090	
321	1	Y	10,761	286	1	\$ 24,090	Y
322	2		20,834	1,039	3	\$ 30,990	Y
323	3		25,227	1,200	6	\$ 39,930	Y
324	3		33,365	1,459	7	\$ 42,690	Y
325	2		37,361	1,039	2	\$ 27,540	
326	1		28,097	864	1	\$ 24,090	
331	1		28,214	864	1	\$ 24,090	
332	2		72,342	1,039	2	\$ 27,540	
333	3		25,128	1,018	2	\$ 27,540	Y
334	3		46,866	287	1	\$ 24,090	
335	2		28,108	334	1	\$ 24,090	
336	1	Y	31,639	1,036	4	\$ 34,410	Y
411	2		134,000	1,039	1	\$ 24,090	
412	2		32,239	1,049	3	\$ 30,990	
413	2		52,237	1,039	5	\$ 37,170	
414	2	Y	26,672	692	2	\$ 27,540	Y
415	2		32,799	1,039	1	\$ 24,090	
416	2		18,620	1,039	1	\$ 24,090	Y
421	2		19,529	1,039	1	\$ 24,090	Y
422	2		85,548	1,039	2	\$ 27,540	
423	2		45,496	1,120	2	\$ 27,540	
424	2		64,629	1,263	2	\$ 27,540	
425	2		45,504	1,039	2	\$ 27,540	
426	2		38,511	1,018	2	\$ 27,540	
431	2		11,935	287	1	\$ 24,090	Y
432	2	Y	11,688	334	1	\$ 24,090	Y
433	2		32,654	1,036	4	\$ 34,410	Y
434	2		23,853	1,039	2	\$ 27,540	Y
435	2		28,171	1,039	2	\$ 27,540	
436	2		28,296	1,039	2	\$ 27,540	

2024 Income Limits	
30% AMI Income	Limit
1	\$24,090
2	\$27,540
3	\$30,990
4	\$34,410
5	\$37,170
6	\$39,930
7	\$42,690

Resolution 07-14-15

Gibbsboro Developers' Agreement

Whereas, it is the mission of Project Freedom Inc to develop barrier-free accessible housing for persons with disabilities, in order to create a more independent lifestyle, and

Whereas, the town of Gibbsboro wishes to enter into a Developers Agreement with Project Freedom Inc, whereby the parties agree to create 72 barrier free rental apartments for persons with disabilities as well as non-disabled people, and

Whereas, the Board of Project Freedom Inc has previously approved their Executive Director to enter into negotiations with Gibbsboro, for the said purpose of creating this proposed housing, and

Whereas, the Facilities Committee has reviewed the proposed Developers Agreement and has made a motion to the full Board of Trustees to accept and enter into this agreement with Gibbsboro, now

Therefore, the Board of Trustees does hereby vote to approve this Developers Agreement with the town of Gibbsboro, and would therefore direct the Executive Director and Board Chair the authority to sign this agreement on behalf of Project Freedom Inc.

I hereby certify that the above resolution was voted on and approved by the Board of Trustees for Project Freedom Inc, at their monthly meeting on July 14, 2015.

C. Herbert Schneider, Chairman, C. Herbert Schneider

Signed and acknowledged by:

Carla Campanella

Carla Campanella, Board Secretary

date

7/14/2015



Camden County Document Summary Sheet

CAMDEN COUNTY CLERK
520 MARKET ST
CAMDEN NJ 08102

Return Name and Address

First American Title Insurance Company
Bldg. 200, Suite 150
50 Millstone Road
East Windsor, NJ 08520

Official Use Only

Submitting Company		First American Title Insurance Company			
Document Date (mm/dd/yyyy)					
Document Type		Deed of Easement and Restrictive Covenant			
No. of Pages of the Original Signed Document (Including the cover sheet)		12			
Consideration Amount (If applicable)					
First Party (Grantor or Mortgagor or Assignor) (Enter up to five names)	Name(s)	(Last Name First Name Middle Initial Suffix) (or Company Name as written)		Address (Optional)	
	Project Freedom at Gibbsboro Urban Renewal, L.P.		1 Freedom Blvd., Lawrenceville, NJ 08648		
Second Party (Grantee or Mortgagee or Assignee) (Enter up to five names)	Name(s)	(Last Name First Name Middle Initial Suffix) (or Company Name as written)		Address (Optional)	
	New Jersey Housing and Mortgage Finance Agency		637 S. Clinton Avenue, Trenton, NJ 08611		
Parcel Information (Enter up to three entries)	Municipality	Block	Lot	Qualifier	Property Address
	Borough of Gibbsboro	8	6.01		Haddonfield-Berlin Road a/k/a 43 Lakeview Drive, S., Gibbsboro, NJ 08026
Reference Information (Enter up to three entries)	Book Type	Book	Beginning Page	Instrument No.	Recorded/File Date

***DO NOT REMOVE THIS PAGE.**

DOCUMENT SUMMARY SHEET (COVER SHEET) IS PART OF CAMDEN COUNTY FILING RECORD. RETAIN THIS PAGE FOR FUTURE REFERENCE.

RECORD & RETURN TO:

Johanna Peña, Administrative Assistant III
NJ Housing and Mortgage Finance Agency
637 S. Clinton Avenue
Trenton, NJ 08611

LIHTC#1722

Prepared By: _____
Johanna Peña

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

THIS DEED OF EASEMENT and RESTRICTIVE COVENANT (the "Covenant") dated as of 8-8, 2018 shall run with the land and is granted by **Project Freedom at Gibbsboro Urban Renewal, LP**, and its successors and assigns (the "Project Owner") whose principal address is **1 Freedom Blvd., Lawrenceville, NJ 08648**, to the New Jersey Housing and Mortgage Finance Agency, its successors and assigns, (the "Agency") acting as the housing credit agency for the State of New Jersey as described in Section 42(h)(3) of the Internal Revenue Code as amended, and to income eligible members of the public as defined below. As conditioned below this Covenant restricts occupancy of the described premises to income eligible occupants for a specified period of time. This Covenant is made in satisfaction of the requirements of Section 42 of the Federal Tax Reform Act of 1986, P.L. 99-514, as amended, (the "Code").

As indicated on the **Reservation Letter** for the building(s) described below, the Agency has allocated Low Income Housing Tax Credits ("LIHTC") authorized under the Code in an annual amount not to exceed **\$1,461,538** to be claimed by the Project Owner over a 10 or 15 year period pursuant to the Code. In consideration of the receipt of the benefit of the LIHTC, the Project Owner hereby agrees to the following restrictive covenants, which are made in satisfaction of the requirements contained in Section 42(h)(6) of the Code.

- (1) The **four** building(s), which consist of a total of **72** residential rental units, of which **72** are LIHTC units, and which will constitute a qualified low-income housing project as defined in Section 42(g)(1) of the Code and regulations promulgated thereunder, the rental units which will be rented or available for rental on a continuous basis to members of the general public, shall be known as **Freedom Village at Gibbsboro** (the "Project"). The Project is located at **43 Lakeview Drive S.**, Municipal Tax Map Block No. **8.03**, Lot No. **6.01** in the County of **Camden**, New Jersey, and title to which has been recorded in the County Clerk or Register's Office being more fully described as set forth in Attachment "A" hereto.
- (2) ☒ If this box is checked, the Project received its allocation of LIHTC from the nonprofit set-aside and/or received points as a qualified nonprofit general partner pursuant to N.J.A.C. 5:80-33 ("Qualified Allocation Plan") as amended and Section 42(h)(5) of the Tax Code, and any new owner during the compliance period must qualify under these rules.

- (3) The applicable fraction, as defined in Section 42(c)(1)(B) of the Code (the smaller of the low-income unit fraction or the low-income floor space fraction), and as provided by the Project Owner in its low income housing tax credit application (the "Application") is **100** percent. This fraction shall not be decreased during any taxable year of the compliance period or extended use period unless terminated in accordance with the provisions enumerated at Section 42(h)(6)(E) of the Code and, if applicable, paragraph (5) below.
- (4) This Covenant and the Section 42 occupancy and rent restrictions shall commence on the first day of the compliance period as defined in section 42 of the Code, and shall end on the date specified in paragraph (5) below, unless terminated by foreclosure or instrument in lieu of foreclosure, pursuant to the provisions of the Code, and any regulations promulgated thereunder.
- (5) The Code requires that LIHTC projects retain all occupancy and rent restrictions for a minimum of 30 years unless terminated pursuant to section 42(h)(6)(E) of the Code. The Code defines the first 15 years as the compliance period and defines the entire 30 years (or more) as the extended use period. In order to increase the competitive score of the Application, the Project Owner elected to increase the compliance period as indicated with an ("X") below:

[X] If this box is checked, the Project Owner elected in the Application to increase the compliance period described in section 42(i)(1) of the Code by an additional 15 years for a total of 30 years, ("Extended Compliance Period"), and waives the right under section 42(h)(6)(E)(i)(II) of the Code to submit a written request to the Agency to find a buyer after the close of the 14th year of the compliance period, and agrees that this has the effect of delaying the period for finding a buyer under section 42(h)(6)(I) of the Code until the one year period beginning on the date (after the 29th year of the compliance period) that the Project Owner may submit a written request to the Agency to find a buyer. At the end of the extended compliance period will remain a 15-year extended use period. Therefore, this Covenant shall extinguish at the close of the 45th year after the beginning of the compliance period unless terminated by foreclosure or instrument in lieu of foreclosure or unless terminated after the extended compliance period because the Agency was unable to present a qualified contract during the one-year period of time specified in this paragraph (5).

- (6) The compliance period begins at the same time as the credit period. The Project Owner elects when to begin the credit period at the time the Project Owner's first tax return is filed with the Internal Revenue Service. It is expected that the Project Owner will begin the credit period in **2020**.

- (7) The federal set-aside, as defined by section 42(g)(1) of the Tax Code, which was selected by the Project Owner in its Application requires that **40** percent or more of the residential units in the Project are both rent restricted and occupied by individuals whose income is **60** percent or less of area median gross income (AMGI) ("income eligible members of the public"). The selection of this federal set-aside is irrevocable and is binding on the Project Owner and all successors in interest to the Project through the end of the extended use period.
- (8) ☒ If this box is checked, the Project is also subject to the state set-aside, which is defined in the **2017** Qualified Allocation Plan and was selected by the Project Owner in its Application. The state set-aside requires that **10** percent or more of the residential units in the Project are both rent restricted and occupied by individuals whose income is **30** percent or less of AMGI. The selection of this state set-aside is irrevocable and is binding on the Project Owner and all successors in interest to the Project through the end of the extended use period.
- (9) ☐ If this box is checked, the Project Owner must restrict the greater of 5 units or 5 percent of the total units for occupancy by individuals with special needs. The Owner must also make available at a reasonable cost to all tenants with special needs a minimum of two appropriate and accessible social services. One of the social services must be a social services coordinator. With written approval from the Agency, the Project Owner may substitute another special needs population for the one(s) identified in its Application and may substitute services to better address the needs of the tenants with special needs. This restriction shall be in place throughout the extended use period.
- (10) ☒ If this box is checked, the Project is a Special Needs Project (Supported Housing) as defined in the **2017** Qualified Allocation Plan, and as selected by the Project Owner in its Application and as such, the Project Owner must restrict at least 25 percent of the total project units for occupancy by one or more special needs population through the end of the compliance period AND make available at a reasonable cost to all tenants with special needs a minimum of three appropriate and accessible social services throughout the compliance period. One of the social services must be a social service coordinator. With written approval from the Agency, the Project Owner may substitute another special needs population for the one(s) identified in its Application and may substitute services to better address the needs of the tenants with special needs. Notwithstanding the above, if after a period of sixty (60) days of a unit described in this paragraph becoming unoccupied the Project cannot identify an eligible person within the special needs population selected by the Project Owner in its Application to rent the unoccupied unit, such unit may be leased to any low income housing tax credit eligible person or family, with a preference given first to eligible persons in other special needs populations. The next unit of similar size in the Project that becomes unoccupied shall be rented to an eligible person within the special needs population selected by the Project Owner in its Application on the same terms set forth herein.

- (11) ☐ If this box is checked, the Project Owner is required to make available to tenants of all LIHTC units 3 appropriate and affordable social service(s) throughout the compliance period in accordance with the Social Services Model as defined in the 20____ Qualified Allocation Plan **OR** participate in the Services for Independent Living (SIL) program, as appropriate, and as selected by the Project Owner in its Application. Social services may be modified to better address the needs of the low-income tenants of the Project upon written approval of the Agency.
- (12) The Project Owner agrees to employ throughout the compliance period a staff person who has successfully completed a NJHMFA-approved tax credit certification program with a continuing education component prior to the project being placed in service. The staff person responsible for verification of tenant income must be the person to successfully pass the certification examination and maintain the certification for the term of the compliance and extended use periods.
- (13) ☒ If this box is checked, the Project Owner shall maintain in good working order throughout the compliance period all unit and project amenities promised in the Application. There shall be a minimum of 3 unit amenities and 2 project amenities and at least **one** community policing or public safety enhancement as defined in the 2017 Qualified Allocation Plan.
- (14) ☒ If this box is checked, the Project Owner agrees to successfully participate in one of the following energy efficiency programs: Enterprise Green Communities; Leadership in Energy and Environmental Design (LEED); National Green Building Standard (NGBS); Climate Choice Homes Program/Energy Star Tier 3 Participation; Living Building Challenge; **OR** Passive House, as defined in the 2017 QAP through the end of the extended use period.
- (15) Pursuant to section 42(h)(6)(B)(iii) of the Code, this Covenant prohibits the disposition to any person of any portion of a building to which this Covenant applies unless all of the building to which such Covenant applies is disposed of to such person.
- (16) Pursuant to Revenue Ruling 2004-82, this Covenant prohibits (i) the eviction or termination of tenancy (other than for good cause) of an existing tenant of any low-income unit or (ii) any increase in the gross rent with respect to the unit not otherwise permitted under section 42 of the Code for the term of the extended use period and a period of three (3) years following any termination of this Covenant, including any termination by foreclosure or instrument in lieu of.
- (17) Pursuant to section 42(h)(6)(B)(iv) of the Code, this Covenant prohibits the refusal to lease to a holder of a voucher or certificate of eligibility under section 8 of the United States Housing Act of 1937 of the status of the prospective tenant as such a holder.

- (18) This Covenant shall constitute an agreement between the Agency and the Project Owner which is enforceable in the courts of the State of New Jersey by the Agency or by individual(s), whether prospective, present, or former occupants of the Project, who meet the income limitations applicable to the Project under Section 42(g) of the Code, said individual(s) being express beneficiaries of this Covenant.
- (19) The Project Owner agrees to comply with the requirements of the federal Fair Housing Act as it may from time to time be amended.
- (20) The Project Owner agrees (i) to obtain the consent of any recorded lien holder on the Project to the terms and conditions of this Covenant and (ii) it will not grant to any lien holder an interest in the Project that is superior to the terms and conditions of this Covenant. Such consent and subordination of the interests of all recorded lien holders on the Project shall be conditions precedent to the issuance of IRS Form(s) 8609.
- (21) This Covenant is binding on all successors in interest to the Project and shall run with the land until the end of the extended use period set forth in paragraph 5 above, unless terminated prior to said date in accordance with all provisions of the Code and the regulations promulgated thereunder.
- (22) These covenants may, from time to time, be amended only with the written consent of the Agency, to reflect changes to the Code or regulations promulgated thereunder. Project Owner expressly agrees to enter into such amendments as may be necessary to maintain compliance under section 42 of the Code.
- (23) In order to enable the Agency to monitor the Project Owner's compliance with these use and occupancy restrictions pursuant to the Code, Project Owner covenants and agrees that the Agency and its agents or employees shall be allowed to enter and inspect the Project during business hours and to inspect and copy all books and records pertaining to the Project.
- (24) The Project Owner covenants and agrees to comply and cooperate with the Code and all Agency tax credit compliance monitoring procedures including but not limited to completing and sending to the Agency an annual status report, or, if requested by an authorized official of the Agency, more frequent reports, in form and content acceptable to the Agency, which shall demonstrate ongoing compliance with this Covenant.
- (25) The Project Owner covenants and agrees that in the event it files for bankruptcy, liquidates, sells or otherwise transfers ownership of the Project, it will notify the Agency in writing, and further, that as a condition precedent to any sale or transfer it will enter into such agreements with the purchaser or transferee as may be prescribed by the Agency, which have the effect of causing such purchaser or transferee to be bound by these use and occupancy restrictions, as they may be amended or supplemented.

- (26) The terms of this Covenant shall be interpreted, conditioned and supplemented in accordance with and by section 42 of the Code and regulations promulgated thereunder, all of which are incorporated herein by reference, whether or not such provisions of the Code or regulations are expressed or referenced herein. In the event of any conflict between this Covenant and the requirements of the Code, the Code shall prevail. The Agency reserves the right to set conditions for the allocation of LIHTC by regulation that may be more stringent than the Code.
- (27) The invalidity of any clause, part, or provision of this Agreement shall not affect the validity of the remaining provisions.
- (28) This Covenant may be executed in any number of counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument.

[SIGNATURES ON NEXT PAGE]

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

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

WITNESS

(IF INDIVIDUAL, LLC, OR PARTNERSHIP)

Tracey Battis

PROJECT OWNER:

Project Freedom at Gibbsboro Urban Renewal, LP
Gibbsboro Freedom Properties, Inc.

By:

Timothy J. Doherty
Authorized Representative

Timothy J. Doherty, President
(Print Name, Title, Organization)

ATTEST (IF A CORPORATION)

PROJECT OWNER:

Secretary

By:

President (Corporation)

Print Name

HMFA Board Approved Revision 11/18/04

ACKNOWLEDGEMENT FOR PARTNERSHIP
(who has a corporate entity as general partner)

STATE OF NEW JERSEY)
) SS:
COUNTY OF)

I CERTIFY that on _____, 2018,
_____ OF THE PARTNERSHIP personally came
before me, and this person acknowledged under oath, to my satisfaction, that (a) this person is the
President of _____ who is the general partner of
_____, the Owner named in this document (the "Partnership");
and (b) this document was signed and delivered by the Partnership as its voluntary act duly authorized
by a proper resolution of the Board of Directors of the General Partner.

SWORN TO AND SUBSCRIBED
before me, the date aforesaid.

Notary Public

STEPHEN JAMES SCHAEFER
ID # 2407351
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 4/12/2021

ACKNOWLEDGEMENT FOR LIMITED LIABILITY COMPANY

STATE OF NEW JERSEY)
) SS:
COUNTY OF)

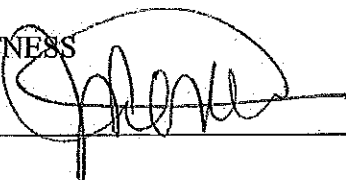
I CERTIFY that on _____, 2018,
_____ personally came before me, and this person acknowledged under oath, to my satisfaction, that (a) this
person is the Managing Member of _____, the Owner named in this
document (the "LLC"); and (b) this document was signed and delivered by the Company as its voluntary
act duly authorized by a proper resolution of the Company.

SWORN TO AND SUBSCRIBED
before me, the date aforesaid.

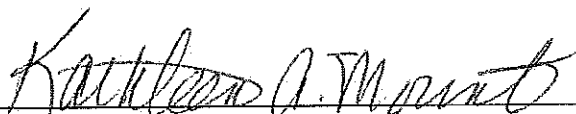
Notary Public

HMFA Board Approved Revision 11/18/04

WITNESS


NEW JERSEY HOUSING AND
MORTGAGE FINANCE AGENCYBy: Debra M. Urban
Senior Director of ProgramsDate: 8/8/18**STATE OF NEW JERSEY, COUNTY OF MERCER SS:**

I CERTIFY that on 8-8, 2018, **DEBRA M. URBAN** personally came before me, a Notary Public of the State of New Jersey, and acknowledged under oath to my satisfaction that a) she is the **Senior Director of Programs** of **NEW JERSEY HOUSING AND MORTGAGE FINANCE AGENCY**, the Agency named in this document, and b) she executed and delivered this document as the voluntary act of the Agency, duly authorized by a proper resolution of its members, on behalf of the Agency.


Notary Public of the State of New Jersey
My Commission Expires on _____

KATHLEEN A MOUNT
ID # 2061984
NOTARY PUBLIC
STATE OF NEW JERSEY
My Commission Expires June 16, 2019





3947.0002
July 10, 2018

**DESCRIPTION OF LOT 6.01 BLOCK 8.03,
BOROUGH OF GIBBSBORO, CAMDEN COUNTY,
NEW JERSEY**

BEGINNING at a point in the Northeasterly line of Lakeview Drive South (66' R.O.W.), said point being where the same is intersected by the Northwesterly line of United States Avenue (50' R.O.W.), and running thence:

1. Along said line of Lakeview Drive South, Northwesterly, along a curve to the left having a radius of 1595.88 feet, an arc length of 533.28 feet, a chord bearing of North 29°20'34" West and a chord length of 530.80 feet to a point; thence
2. Along the division line between Lot 6.01, Block 8.03 and Lot 5, Block 8.02, North 37°20'02" East, 118.11 feet to a point; thence along said division line the following four (4) courses:
 3. North 77°55'06" East, 82.98 feet to a point; thence
 4. North 38°15'24" East, 115.05 feet to a point; thence
 5. North 63°50'54" East, 448.58 feet to a point; thence
 6. North 44°11'57" East, 11.03 feet to a point; thence
7. Along the Southwesterly line of Alton Avenue (a/k/a Old Egg Harbor Road, 50' R.O.W.), South 53°59'26" East, 34.87 feet to a point; thence along said line of Alton Avenue the following four (4) courses:
 8. South 71°31'34" East, 49.72 feet to a point; thence
 9. South 69°50'06" East, 53.51 feet to a point; thence
 10. South 50°01'15" East, 145.67 feet to a point; thence
 11. Along the dividing line between Lots 6.01 and Lots 6.06, 6.07, 6.08, 6.09 & 6.11, South 49°24'01" West, 773.35 feet to a point; thence
 12. Along the dividing line between Lots 6.01 and 6.06, South 40°35'59" East, 150.00 feet to a point; thence
 13. Along said line of United States Avenue, South 49°24'01" West, 160.54 feet to the point and place of BEGINNING.

Containing 296,921 S.F., (6.816 AC)

1856 Route 9 | Toms River, NJ 08755

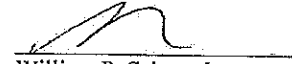
T: 732.797.3100 | F: 732.797.3223

FWHASSOCIATES.COM

Being known and designated as Lot 6.01 Block 8.03 as shown on the Gibbsboro Borough Tax Map.

Subject to a Camden County Easement for Highway Purposes and Improvements as described in Deed Book 10891 Page 1244.

Also subject to a 20' Wide Private R.O.W. per Tax Map and as shown on a map entitled: "Wetlands Boundary Survey, Block 8.03, Lots 6.01, 6.04 and 6.05, Wetlands Boundary Map, Gibbsboro, New Jersey, Borough of Gibbsboro, Camden County, New Jersey" prepared by Robert Scott Smith and dated April 24, 2015.


William P. Schemel
Professional Land Surveyor
N.J. License No. 36275

K:\FWH Documents\3947\0002\Descriptions\20180709 Lot 6.01.docx

FINANCIAL AGREEMENT

THIS FINANCIAL AGREEMENT, made as of the _____ day of _____, 2017 between the **BOROUGH OF GIBBSBORO**, in the County of Camden and the State of New Jersey, (hereinafter the “Borough”) and, **PROJECT FREEDOM, INC.** (hereinafter the “Developer”), which is qualified to do business under the provisions of The Long-Term Exemption Law (N.J.S.A. 40A:20-1 et seq) (P.L. 1991, c.431) (hereinafter the “Law”).

WITNESSETH:

WHEREAS, the Developer will construct approximately 72 affordable residential apartments on Block 8.03, Lots 6.01, 6.02, 6.03, 6.04, 6.05, and 6.10, together with an access easement across Lot 6.06, consisting of 6.9 acres, more or less, all located in the Borough of Gibbsboro, Camden County, New Jersey as shown on the Borough of Gibbsboro Tax Map. The Project is known as Project Freedom at Gibbsboro; and

WHEREAS, the Borough finds that the Project, Project Freedom at Gibbsboro, will provide significant benefits to the Borough by continuing to meet a part of the housing needs of the Borough's low and moderate income population, which benefits exceed the costs, if any associated with the tax exemption being provided the Project; and

WHEREAS, the Borough further finds that the grant of tax abatement under the Law is essential in order to make possible the development of the Project and its ability to remain in sound financial condition over an extended period; and

WHEREAS, in accordance with the Law, the Developer has heretofore made written application to the Borough for approval of tax abatement for the Project (which application is attached hereto as “Exhibit A”); and

WHEREAS, the Borough Committee has heretofore by Ordinance adopted and approved said Application, (which Ordinance of approval is attached hereto as “Exhibit B”); now, therefore,

IT IS MUTUALLY AGREED BY THE BOROUGH AND THE DEVELOPER as follows:

1. TERMS OF TAX EXEMPTION:

a) This Financial Agreement (hereinafter the “Agreement”) shall be governed by the provisions of the Law. Should there be any inconsistency between the Agreement and the Law, the provisions of the Law shall prevail.

b) The Borough hereby grants to the Developer exemption from real property taxation on the land and improvements to be constructed at the Project for a period of not more than thirty (30) years from the date of completion of the entire project. Nothing herein exempts the owner of the property from the obligations to pay ad valorem real property taxes until such time as the project is complete. It is expressly understood and agreed that the Borough relies upon the facts, data and representations contained in the Application, and relies on the Developer covenanting and agreeing to use its best efforts to conform in the development, construction and operation of the Project to those matters set forth in said Application. It is understood, however, that the Project cost, interest rate, financing terms and mortgage amortization, rents and lease terms, are projected and estimated and may be modified as particular circumstances may require, but that in all material respects it is the intent of the Developer to comply as closely as shall be practicable with the information and representations set forth in the said Application. The tax exemption hereby granted shall become effective when the Borough Clerk certifies to the Borough Tax Assessor that this Agreement has been properly entered into pursuant to a duly adopted ordinance.

c) The Developer shall make payment to the Borough of an Annual Service Charge (ASC) established as a percentage of Annual Gross Revenues of the Project for municipal services supplied to the Project. The Annual Service Charge shall be 5.00%. A portion of the Annual Service

Charge equal to 5% thereof shall be remitted to the County of Camden. Late payment of the ASC may be subject to interest charges adopted by the Borough pursuant to N.J.S.A. 54:4-67.

d) “Annual Gross Revenues” shall mean the total of all rents and tenant fees collected by the Project, including all utility costs included in the rents charged the tenants of the Project, but excluding allowances for vacancies, collection losses and utility charges, including the cost of gas, electricity, heating fuel, water and sewer paid by Developer. Annual Gross Revenues will not include any rental subsidy contributions received from any federal or state program.

e) The ASC may not be less than the amount of the total taxes levied against all real property covered by the Project in the last full tax year immediately preceding the acquisition by the Developer. In this case the minimum ASC is established at \$5,000.00. Against the ASC, the Developer, or its successor entity, shall be entitled to credit for the amount, without interest, of the real estate taxes on land paid by it in the last four preceding quarterly installments.

f) The payment of the ASC will be made in estimated quarterly payments due February 1, May 1, August 1 and November 1. After the developer submits the audited financial statement (paragraph 2C) they will be billed for the difference between the amount due and the estimated quarterly bill. Since the date of completion of the entire Project may not be the start of a tax year, the ASC shall be adjusted on a pro rata basis for the first year of operation of the Project.

g) In the event that the ASC is not paid, the Borough may proceed to enforce the collection thereof in the same manner and with the same rights as are applicable to delinquent real estate taxes or in any other manner authorized by the Law.

h) The Borough may levy an annual administrative fee, not to exceed 2% of the ASC.

2. CONDITIONS IMPOSED ON THE DEVELOPER:

The Developer further covenants and agrees as follows:

- a) To make all payments required by the Agreement and by the Law.
- b) To form a non profit corporation or an Urban Renewal entity eligible to receive long-term tax abatement pursuant to the Law, and assign its rights hereunder to said entity. Documentation of said entity shall be provided to the Borough, together with the entity's agreement to comply with the terms of this Agreement.
- c) To submit annually to the Borough Council, within ninety (90) days after the close of its fiscal year, its auditor's report and income and expenses, and profit and loss, with respect to the Project.
- d) To pay annually, within ninety (90) days after the close of its fiscal year, any excess profits due to the Borough under the provisions of the Law arising from the limitation on profits imposed on an urban renewal entity by the Law.
- e) Upon request of the Borough, to permit inspection of the property, equipment, buildings and other facilities of the Developer, and to permit examination and audit of any of its books, contracts, records, documents and papers relating to this Agreement or the Project, by duly authorized representatives of the Borough provided same are at reasonable hours on reasonable notice and in the presence of designated representatives of the Developer.
- f) At all times prior to the expiration or termination for other reasons of the Agreement, to remain bound by the provisions of the Law.
- g) Not to effect or execute any agreement, lease, conveyances, or other instrument, whereby the Project, or any part thereof, or the use thereof, is restricted upon the basis of race, color, creed, religion, ancestry, national origin, sex, marital status, in the sale, lease or occupancy thereof, nor to discriminate upon the basis of race, color, creed, religion, ancestry, national origin, sex or marital

status, in the sale, lease, or rental, or in the use or occupancy of the Project or any Improvement erected or to be erected thereon, or any part thereof, and to comply with all State and local laws in effect from time to time prohibiting discrimination or segregation by reason of race, color, creed, religion, ancestry, national origin, sex or marital status.

h) Prior to the commencement of any tax exemption or abatement pursuant to this Agreement, Developer may assign all of its right, title and interest in and to the Project and this Agreement to a qualified urban renewal or nonprofit entity, which entity shall assume all the Developer's obligations under this Agreement.

i) To grant the Borough a lien on all fire insurance proceeds to the extent of any outstanding delinquent annual service charge.

j) To forebear from proposing, offering or otherwise initiating consideration by the State of New Jersey or United States of America or any other real estate tax-exempt purchaser (an "Exempt Purchaser") of the acquisition of title to the Property, including future interest or options to acquire title at any time, without the approval of the Borough.

k) To maintain the entire project as low and moderate income rental housing as set forth herein for the duration of this Agreement according to COAH regulations such that the Borough can credit the units toward its affordable housing obligation.

3) TERMINATION

a) It is understood and agreed that, at the end of the term of this Agreement, which is thirty (30) years from completion of the entire Project, the tax exemption shall cease, and the property and Improvements comprising the Project thereupon be assessed and taxed according to general law as other property in the Borough is assessed and taxed; that, on the date on which the tax exemption upon the Project absolutely ceases, all restrictions and limitations herein contained as provided by this

Agreement and the Act shall absolutely terminate and be at the end; and that, the Developer shall within ninety days (90) render its final account to the Borough.

b) The Developer may, at any time after the expiration of one year from the date of completion of the entire project, notify the Borough that, as of a certain date as shall be designated in said notice, it relinquishes the tax exemption granted by the Borough. As of the date, the tax exemption, the service charges, the profit restrictions, and all other restrictions and limitations imposed by the Agreement and by the Law shall terminate.

c) Upon any termination, obligation and restrictions, whether by affirmative action of the Developer as provided in Section 3 (b) above, or by the provisions of the Law, or pursuant to this Agreement, on the date of such termination the Developer shall pay to the Borough a sum equal to the outstanding ASC, as well as the excess profit, if any, payable pursuant to the Law.

4. DEFAULT

a) In the event that the ASC is not paid in timely fashion as defined herein, the Borough may proceed to enforce the collection thereof in the same manner and with the same rights as are applicable to delinquent real estate taxes as per New Jersey's Tax Sale Law (N.J.S.A. 54:5-1 et seq) or in any other manner authorized by the Law.

b) In the event of a default in or breach of this Agreement by the Developer, including but not limited to the conditions imposed on Developer set forth in Sec. 2, if such default or breach is not cured within ninety (90) days after receipt by Developer of written demand by the Borough to do so, then the Borough may terminate this Agreement and such termination shall be deemed to be a termination of tax exemption as herein provided.

5. MORTGAGE FINANCING

a) The Developer shall give the Borough written notice of any mortgage loan for the advancing of funds either for construction loans or other short-term, or for permanent financing in respect to the land, the improvements, or both, for the Project (hereinafter "Mortgage Loan"), together with the name and address of the holder of such Mortgage Loan (hereinafter "Mortgagee").

b) The Borough and the Developer will make no agreement expressly, implied, or by conduct, serving to modify, alter, add to, terminate or delete, any provisions of this Agreement and will exercise no option or right hereunder unless the Developer has prior thereto obtained and furnished to the Borough the written consent of the Mortgagee.

c) If there is any default by the Developer hereunder, and if such default had not been waived by the Borough and has not been cured by Developer after due notice thereof, within the period therefore stated in this Agreement, the Borough agrees that before taking any steps which it may then be entitled to take, it will at that time first notify the Mortgagee. The Borough will provide the Mortgagee a reasonable opportunity to cure the default in light of the nature of the default and the available means to correct it, but in any event shall allow not less than thirty (30) days from the date of such notice to the Mortgagee. To the extent that the Mortgagee cures any default, or causes the same to be cured, the Mortgagee shall have the right, but not the duty, to assume the position of the Developer hereunder.

d) No waiver, election, acquiescence, estoppel or consent on the part of or against either party hereto shall affect or be binding upon the holder of the Mortgage Loan unless the Developer has obtained and furnished to the Borough the prior written consent of the holder of the Mortgage.

e) Nothing in this agreement shall be construed in any way to adversely affect the right of the Borough to receive the contractual payments and other substantive rights to which it may be entitled under this agreement, it being the primary intention hereof that all of the terms, conditions and

provisions hereof shall be and remain in full force and effect for the benefit and protection of the Mortgagee notwithstanding any default or breach by the Developer, its successors or assigns, so long as the Borough receives, whether from the Developer, from its lawful assignee, or from the mortgagee, the performance required by this Agreement.

f) The limitations set forth in Sec. 2(j) and (k) shall not be applicable where the Mortgagee has acquired the Property by foreclosure or by deed in lieu of foreclosure. Further, in connection with the resale of the Property by such Mortgagee, the foregoing limitations shall not be applicable if, prior to a sale to an Exempt Purchaser, the Mortgagee demonstrates to the reasonable satisfaction of the Borough that it has first used diligent efforts in attempting to sell the Property to purchasers who are not Exempt Purchasers.

6. NOTICE AND DEMANDS

a) Any notice, demand or other communication under this Agreement by any party to any other shall be sufficiently given or delivered if dispatched by registered or certified mail, postage prepaid and return receipt required, or delivered personally as follows:

(1) In the case of the Developer, addressed to:

Project Freedom, Inc.
1 Freedom Blvd.
Lawrenceville, NJ 08648
Attention: Timothy J. Doherty, Executive Director

(2) In the case of the Borough, addressed to the Mayor of the Borough of Gibbsboro, New Jersey, with copies to the Borough Clerk, all of the foregoing having an address for this purpose at:

49 Kirkwood Road
Gibbsboro, NJ 08026

or to any such other address with respect to any such party as that party may, from time to time, designate in writing and forward to the others as provided in this paragraph.

b) Whenever the Agency shall deliver any notice or demand to the Developer with respect to any breach or default by the Developer in its obligations or covenants under this Agreement, the Borough shall at the same time forward a copy of such notice or demand to each holder of any Mortgage Loan authorized by this Agreement at the last known address of such Mortgagee shown in the records of the Borough. Upon notification of any breach or default each such holder shall have the right, at its option to cure or remedy such breach or default. Any such Mortgagee or their transferee who shall cure or remedy any breach or default set forth in this Agreement shall be entitled to the benefits of the tax exemption previously granted to the Developer pursuant to the Law and this Agreement, to the same extent that the Developer would then have been if no default had occurred.

7. ADJUDICATION

a) The parties agree that any and all disputed, claims or controversies arising out of or relating to this agreement shall be submitted to JAMS/ENDISPUTE, JUDICATE or a similar service, for mediation, and if the matter is not resolved through mediation, then it shall be submitted for final and binding arbitration. Either party may commence mediation by providing the other party a written request for mediation, setting forth the subject of the dispute and the relief requested. The parties will cooperate with one another in selecting a mediator or arbitrator and in scheduling the mediation or arbitration proceedings. The parties covenant that they will participate in the mediation in good faith, and that they will share equally in its costs. All offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by any of the parties, their agent, employees, experts and attorneys, and by the mediator are confidential, privileged and inadmissible for any purpose, including impeachment, in an arbitration or other proceeding involving the parties, provided that evidence that is

otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation. Either party may initiate arbitration with respect to the matters submitted to mediation by filing a written demand for arbitration at any time following the initial mediation session or 45 days after the date of filing the written request for mediation, whichever occurs first. The mediation may continue after the commencement of arbitration if the parties so desire. Unless otherwise agreed to by the parties, the mediator shall be disqualified from serving as arbitrator in the case. The provisions of this Clause may be enforced by any Court of competent jurisdiction.

b) Anything in the foregoing to the contrary notwithstanding: (1) any dispute between the parties hereto concerning any provisions of this Agreement shall be governed by the Laws of the State of New Jersey; and (2) no arbitrator shall have the power or authority to amend, alter, or modify, any part of this Agreement, in any way.

c) Notwithstanding this provision, the Borough reserves the right to utilize all available legal remedies, including the Tax Sale Law, N.J.S.A. 54:5-1 et seq and additional collection remedies available in the Courts of the State of New Jersey, to collect delinquent ASC and related interest.

8. If any clause, sentence subdivision, paragraph, section or part of this Agreement be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair, or invalidate the remainder hereof, but shall be confined in its operation to the clause, sentence, subdivision, paragraph, section or part thereof directly involved in the controversy in which said judgment shall have been rendered.

9. Should the Developer assign its rights under the Developer's Agreement or Option Contract to a successor entity created in order to utilize the Low Income Housing Tax Credit program or

other financing program then this grant shall nevertheless remain in full force and effect without need of further action by the Borough Council of the Borough of Gibbsboro.

10. Developer represents, by signing this Agreement, that all necessary approvals and resolutions for such action have been obtained.

11. There have been no oral representations made by either party hereto which are not contained in this Agreement, the municipal ordinance authorizing the Agreement and the Application, all of which, when taken together, constitute the entire agreement between the parties as to the subject matter hereto and there shall be no modifications hereto other than by written instrument executed by both parties.

12. In their dealing with each other, good faith is required from the Developer and the Borough.

13. Either this Agreement or a memorandum hereto shall be filed and recorded by the Developer with the County Recording Office within thirty (30) days of the date that this Agreement is effective; provided, that if the Developer elects to record a memorandum hereof, the form and contents thereof shall be subject to the prior written approval of the Borough, which approval shall not be unreasonably withheld.

14. This Agreement may be simultaneously executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the Borough has caused this Agreement to be duly executed in its name and on its behalf by the Mayor and Borough Clerk and the Developer has caused this Agreement to be duly executed on its behalf by a duly authorized officer all as of the day and year first above written.

BOROUGH OF GIBBSBORO

Clerk

By: _____
Edward G. Campbell, III, Mayor

PROJECT FREEDOM, INC.

By: _____

OPTION AGREEMENT

THIS OPTION AGREEMENT is made as of this _____ day of _____, 2017, between **BOROUGH OF GIBBSBORO**, a municipal corporation of the State of New Jersey, located at 49 Kirkwood Road, Gibbsboro, New Jersey 08026 (the “Optionor”), and **PROJECT FREEDOM, INC.**, a New Jersey non-profit corporation, having its principal office at 1 Freedom Blvd., Lawrenceville, New Jersey 08648 (the “Optionee”).

WHEREAS, Optionor is the owner of tracts or parcels of land being Block 8.03, Lots 6.01, 6.02, 6.03, 6.04, 6.05, and 6.10, together with an easement for access only across Lot 6.06, consisting of 6.9 acres, more or less, all located in the Borough of Gibbsboro, Camden County, New Jersey, being shown on the tax map of the Borough of Gibbsboro, Camden County, New Jersey, together with all access easements, rights and privileges appurtenant thereto (the “Property”); and

WHEREAS, Optionee, as Sponsor, will apply to the New Jersey Housing and Mortgage Finance Agency (“HMFA”) for an allocation of Income Housing Tax Credits and/or for financing to partially fund construction of low and moderate income rental housing with a portion thereof for persons with disabilities (the “Project”) on the Property.

WHEREAS, as a condition to approval of the financing, HMFA requires that Optionee evidence control of the Property; and

WHEREAS, Optionee desires to acquire certain option rights to purchase the Property from Optionor upon terms and conditions acceptable to HMFA and Optionor for the purpose of construction of the Project, and Optionor desires to grant such rights to Optionee.

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby agree as follows:

1. Grant of Option. In and for a consideration of One and 00/100 Dollars (\$1.00), Optionor hereby grants to Optionee an irrevocable, exclusive option (the "Option") to purchase the Property, together with all necessary access and development easements on the terms and conditions hereinafter set forth.

2. Term. The Option shall be for an initial term commencing the date hereof and expiring on three (3) years from the date hereof (the "Initial Term"). Optionor hereby grants Optionee the right to extend the term of the Option for one (1) additional year (the "Extended Term"). Such right to extend the Option shall be exercised by Optionee on or before the expiration of the Initial Term by giving written notice to Optionor of its exercise of such right in the manner provided in Section 18 hereof. (The date of the expiration of the Initial Term, or Extended Term, if extended by Optionee, is hereinafter referred to as the "Expiration Date.")

3. Exercise of Option. The Option may be exercised by Optionee's giving Optionor written notice in the manner provided in Section 18 hereof any time on or before the Expiration Date, which Notice shall state that Optionee exercises the Option. (The date of the giving of such notice by Optionee to Optionor is hereinafter referred to as the "Exercise Date.") In the event that Optionee has not exercised the Option on or before the Expiration Date, this Option Agreement shall be terminated and of no further force or effect, and no party shall have any further obligation whatsoever to the other party under this Option Agreement. Optionee shall also have the right to terminate this Option Agreement for the following reasons: (1) Optionee determines the existence of adverse environmental conditions which Optionor chooses not to remediate or clean up; (2) Optionee determines the title to the property contains easements, restrictions or other agreements which impair Optionee's ability to develop the Property; (3) Optionee fails to obtain financing from HFMA or other sources in an amount deemed necessary

to complete the Project; or (4) Optionee fails to obtain governmental approvals or permits to allow the Project to proceed.

4. Obligation to Exercise Options. Optionee shall use its best efforts to obtain the necessary HMFA financing. Optionee shall also use its best efforts to secure other funding. Upon closing of the financing, Optionee shall be obligated to exercise the Option.

5. Closing: Terms of Purchase. In the event Optionee exercises the Option, the purchase of the Property shall be closed (the “Closing”) at the offices of Dumont & Watson, 600 Alexander Road, Suite 1-1, Princeton, New Jersey, 08540, or such other place as the parties may agree. The Closing shall take place on a date selected by Optionee on or before the date of the closing with the Optionee’s tax credit financing or the construction financing whichever closes earlier, but no later than the Expiration Date. Optionee shall give Optionor at least ten (10) days prior notice of the date and time of the Closing. At the time of the Closing each party shall execute and deliver all instruments reasonably desirable or legally necessary to effect and complete the sale of the Property, including without limitation the following:

- (a) a bargain and sale deed with covenants against grantor’s acts (the “Deed”) conveying title free and clear of any encumbrances, together with a restriction that the Property shall be developed with COAH compliant low and moderate income affordable housing. The purchase price for the Property shall be a nominal consideration of \$1.00 and shall be paid at closing.
- (b) an affidavit of title and such other documents as shall be reasonably required by Optionee’s title insurer as a condition to insuring title to the Property at regular rates and free of all exceptions;

(c) copies of resolutions and/or Ordinances of Optionor authorizing the execution and delivery of the Deed and such other documents and instruments as are required by this Option Agreement; and

(d) such other documents as may be reasonably required to transfer all of Optionor's right, title and interest in the Property, comply with HMFA requirements for the Project, and comply with applicable State and local laws.

6. Binding Contract to Purchase Property. Optionor hereby warrants, represents and agrees that:

(a) There is no action, proceeding or investigation pending or threatened against Optionor, or other circumstance of which Optionor is aware, that would interfere with Optionor's ability to grant the Option, close title to the Property in accordance with the terms of this Option and Optionor's obligations hereunder;

(b) Optionor has not entered into nor is the Property subject to any agreement, option, or lease or to the claim of any tenant in possession and so long as this Option Agreement remains in force, Optionor will not lease, mortgage, lien, encumber or convey any portion of the Property or any right therein, nor enter into any agreement or amendment to agreement granting to any person or entity any right with respect to the Property or any party thereof;

(c) Optionor has no knowledge of any uncured violations of any law, ordinance, rule or regulation of any governmental authority or agency applicable to the Property;

(d) Optionor agrees it shall amend the current zoning of the Property to permit low and moderate income housing. Optionor shall promptly advise Optionee in writing

during the Option Period of any pending or contemplated eminent domain proceedings affecting the Property or of any pending or contemplated proceedings which could or might result in the levy of any special tax or assessment against the Property; and

7. Organization; No Violation; Eligibility. Optionee hereby represents and warrants that it is a non-profit corporation duly organized and currently existing and the execution and delivery of this Agreement will not violate any judgment or agreement to which the Optionee is subject.

8. Property Taxes. On and after the Closing, Optionee shall be responsible for the payment of all property taxes on the Property pursuant to a Financial Agreement (N.J.S.A. 40A:20-1 et seq) with the Borough of Gibbsboro, Camden County, New Jersey.

9. Loss or Casualty: Condemnation. The occurrence of (a) any loss or damage to all or any portion of the Property caused by fire or any other casualty, or (b) any taking or condemnation for any public or quasi-public purpose or use by any competent authority in appropriate proceedings or by any right of eminent domain of all or any part of the Property, between the Exercise Date and the Closing shall, at the election of the Optionee, cause the rescission of Optionee's exercise of the Option. The election to rescind provided for hereby must be exercised by Optionee (or will be deemed to have been waived) by written notice to Optionor to that effect, which notice must be received by Optionor on or before the thirtieth (30th) day following written notice to Optionee of such casualty or condemnation, as the case may be.

10. Entry. Optionee, or its agents or representatives, shall have the privilege, but not the obligation, at any time during such time as this Option Agreement is in force, of entering upon the Property to inspect, examine, survey and make test borings, soil tests and any other

tests, studies and surveys on the Property which Optionee may deem necessary or desirable. Optionee shall repair any damage to the Property caused by Optionee's activities pursuant to this Section 10 and shall indemnify and hold Optionor harmless from and against any damage or liability which Optionor may suffer caused by such activities. In addition, at Optionor's request, Optionee shall provide proof of liability insurance, in amounts reasonably acceptable to Optionor, prior to entering the Property for any testing or inspection.

11. Brokers. Each party represents to the other that neither has made any agreement or taken any action which may cause any person or entity to become entitled to a commission upon the exercise of the Option or execution of the Deed, and each will indemnify, defend and hold harmless the other from any and all claims, actual or threatened, for compensation by any such third party with whom either of them have had dealings.

12. Expenses. Except as otherwise provided herein, each party will pay all its own expenses incurred in connection with this Option Agreement and the transaction contemplated hereby.

13. Governing Law. This Option Agreement shall be deemed to be made under and construed in accordance with and governed by the laws of the State of New Jersey without regard to principles of conflicts of laws.

14. Severability. In case any one or more of the provisions contained in this Option Agreement shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

15. Further Assurances. The parties hereto agree to execute and deliver all such other documents and to take all such further action which may be reasonably necessary to appropriate to carry out the terms of this Option Agreement.

16. Entire Agreement. All exhibits and schedules hereto shall be deemed to be incorporated into and made part of this Option Agreement. This Option Agreement, together with said exhibits and schedules, contains the entire agreement between the parties and there are no agreements, understandings, representations, or warranties which are not set forth herein. This Option Agreement may not be amended or revised except by a writing signed by both parties hereto.

17. Counterparts. This Option Agreement may be executed in one or more counterparts, all of which when taken together shall constitute but one instrument.

18. Notices. All notices, demands and requests which are required to be given by the parties hereto shall be in writing and shall be sent by registered or certified mail, postage prepaid, and addressed to the address of the party as given in this instrument, unless a request for a change in this address has been sent to the party giving the notice by registered or certified mail prior to the time when such notice is given.

19. Time of the Essence. All times, wherever specified herein, are of the essence of this Option Agreement.

20. Assignability. Optionee shall be permitted to assign or transfer any portion or all of its rights or obligations under this Option Agreement or the Property itself after acquisition by Optionee to a nominee or assignee controlled by, or under common control with Optionee without the prior consent or approval or Optionor.

21. Captions. The captions herein have been inserted solely for convenience of reference and in no way define, limit or describe the scope or substance of any provision of this Option Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Option Agreement to be duly executed as of the date first written above.

ATTEST:

BOROUGH OF GIBBSBORO

By: _____
Edward G. Campbell, III, Mayor

ATTEST:

PROJECT FREEDOM, INC.

, Chairman

Appendix F: Project Freedom II Documentation

From: [Tracee Battis](#)
To: mayor@gibbsborotownhall.com; [Brian Slaugh](#)
Cc: [Anne Hamlin](#)
Subject: FW: Project Freedom at Gibbsboro - Phase II
Date: Wednesday, June 11, 2025 4:24:34 PM
Attachments: [image002.png](#)
[image004.png](#)
[image006.png](#)
[image016.png](#)
[image017.png](#)
[image018.png](#)
[FV at Gibbsboro Ph II DCA 6.11.25.pdf](#)
[FV at Gibbsboro Ph II LIHTC 6.11.25.pdf](#)

Mayor Ed and Brian: Below is information regarding the two financing mechanisms for the Phase II Project per our discussion on Monday. Brian: Attached are the more detailed Pro Forma's that Annie put together if you need them. Let us know if you need anything else. Thanks, t

Phase II will include 27 units + 3 additional SN beds.
 100% affordable, all under 50% AMI with more very low units than required by UHAC.
 Draft Form 10s attached for each scenario.
 Unit mix (total units & family units) below along with Sources & Uses.

Scenario One

DCA Affordable Housing Trust Funds

2 Buildings (18 + 9)

3 special needs units – all 2BR

Additional 12 units at 30% AMI

All units

	1BR	2BR	3BR	
30%	4	7	4	15
50%	1	7	4	12
60%				0
	5	14	8	27

Family

	1BR	2BR	3BR	
30%	4	4	4	12
50%	1	7	4	12
60%				0
	5	11	8	24

Sources & Uses

FV at Gibbsboro II - DCA		
Gibbsboro/ Camden County		
27 units		
<u>Sources</u>		
Gibbsboro AHIF	\$100,000	Per Unit \$3,704
DCA Aff Housing Trust Fund	\$9,476,310	\$350,974
TOTAL DEVELOPMENT COSTS	\$9,576,310	\$354,678
<u>Uses</u>		
Construction Costs	\$7,781,810	\$288,215
Soft Costs/ Professional Fees	\$590,000	\$21,852
Developer Fee	\$750,000	\$27,778
Reserves	\$100,000	\$3,704
Carrying and Financing Costs	\$354,500	\$13,130
TOTAL DEVELOPMENT COSTS	\$9,576,310	\$354,678

Scenario Two

9% LIHTC application

2 Buildings (18 + 9)

7 special needs units – 4 one BR and 3 two BR

Additional 8 units at 30% AMI

All units				
	1BR	2BR	3BR	
30%	4	7	4	15
50%	1	7	4	12
60%				0
	5	14	8	27

Family				
	1BR	2BR	3BR	
30%		4	4	8
50%	1	7	4	12
60%				0
	1	11	8	20

Sources & Uses

FV at Gibbsboro II - LIHTC		
Gibbsboro/ Camden County		
27 units		
<u>Sources</u>		Per Unit
Special Needs HTF	\$1,050,000	\$38,889
Tax Credit Equity	\$9,269,110	\$343,300
Gibbsboro AHIF	\$250,000	\$6,944
TOTAL DEVELOPMENT COSTS	\$10,569,110	\$391,449
<u>Uses</u>		
Construction Costs	\$7,925,841	\$293,550
Soft Costs/ Professional Fees	\$640,000	\$23,704
Developer Fee	\$750,000	\$27,778
Reserves	\$375,269	\$13,899
Carrying and Financing Costs	\$878,000	\$32,519
TOTAL DEVELOPMENT COSTS	\$10,569,110	\$391,449

SCHEDULE 10-A: PROJECT DESCRIPTION- PERMANENT ONLY LOAN

[illegible]

****Includes only parking beneath the building and/or parking structure

DRAFT - for discussion purposes only and subject to change

3:50 PM

SCHEDULE 10-B: EST. DEVELOPMENT COSTS AND CAPITAL REQUIREMENTS

_____ Inducement	HMFA# _____	
_____ Commitment	Prepared by: _____	
_____ Re-Commitment	Reviewed by: _____	
_____ Mtg. Extension	Director of Technical Services	_____ Date
_____ Bond Sale	Managing Director of Multifamily	_____ Date
_____ Closing	Chief of Multifamily	

1. SOURCES OF FUNDS DURING CONSTRUCTION:

	Enter the total Loan Amount Here	Will loan/s be repaid from project revenues? (If Source is a grant, enter "G".) Y, or N, or G	
a) Gibbsboro AHTF			\$ 100,000
b) Construction Loan			2,000,000
c) DCA Aff Housing Trust Fund		9,476,310	6,776,310
d) \$6M - 18 unit building			
e) \$3.5M - 9 unit building			
f)			
g)			
h) Deferred Developer's Fee			\$ 600,000
TOTAL SOURCES OF CONSTRUCTIONS FUNDS:			\$ 9,476,310

2. USES OF FUNDS DURING CONSTRUCTION:

A. ACQUISITION COSTS:				% of Const't Cost OR Cost/Unit
a) Land	_____ @ (\$ _____ per Acre)		\$ _____	
b) Building Acquisition	Should be between \$15,000 & \$25,000 per units			
c) Relocation				
d) Other:				
B. CONSTRUCTION COSTS	Total Acquisition as a percent of Total Project Costs:			
a) Demolition		\$ _____		
b) Site work				
c) Residential Structures (including all on-site improvement)		6,266,310		
d) Community Building				
e) Environmental Clearances				
f) Surety & Bonding	should be between .75% and 2% of Construction Costs	100,000		1.36%
g) Building Permits				
h) Garage Parking	garage should be approx \$15,000/space; parking lot around \$700/space			
i) General Requirements	should be about 6% of construction costs	500,000		7.85%
j) Contractor Overhead & Profit	should not exceed 8% of construction costs - usually 2% for Overhead & 6% for Profit	500,000		7.85%
k) Green Features				
l) Other				
m) Other				
	Total Const't Costs as a percent of Total Project Costs:	80.77%		
C. DEVELOPERS FEE - CONSTR/REHAB	8.59%		750,000	7,366,310
DEVELOPERS FEE - BUILDING	HMFA Policy is that the Developer fee is earned as a percentage of construction completion.			750,000
D. CONTINGENCY	Non-Deferred Amt:	\$750,000	8.59%	
	Non-Deferred Amt on Building Acq Not to Exceed 2% :			
a) Hard Costs	5.000%		368,315	
b) Soft Costs	6.440%		60,000	428,315
E. PROFESSIONAL SERVICES				
a) Appraisal & Market Study		\$ 25,000		
b) Architect		275,000		
c) Site Engineer		100,000		
d) Attorney		75,000		
e) Cost Certification/Audit - should not exceed \$35,000		20,000		
f) Environmental Consultant				
g) Historical Consultant				
h) Geotechnical Consultant		25,000		
i) Surveyor		10,000		
j) Professional Planner				
k) Other				
	Total Professional fees as a % of Total Project Costs:	5.53%		530,000
F. PRE-OPERATIONAL EXPENSES *	* Non-eligible costs in TC basis			
a) Operator fees (pre-construction completion) *	Should not exceed \$250 per unit			
b) Advertising and Promotion (pre-construction completion)*				
c) Staffing and Start-up Supplies (pre-construction completion)*				
d) Other: *				
e) Other: *				
	Total Pre Opt Costs as a % of Total Project Costs:			
G. CARRYING AND FINANCING COSTS DURING CONSTRUCTION	(percentage of total development costs)			4.19%
a) Interest @ 7.0000 % for (18 mos.) on \$ 1,000,000			105,000	
b) R.E. Tax \$ (per annum) x				
c) Insurance \$ 40,000 (per annum) x 1.50 Yrs.			100,000	
d) Title Insurance and Recording Expenses			50,000	
e) Utility Connection Fees + Inspections				
f) Other Lender's Points			68,000	
g) Other Lender Construction Financing Fee - SNHTF commitment 3%			31,500	
h) Tax Credit Fees				
i) Negative Arbitrage (if Bonds are sold during Construction)	If the HMFA will be selling Bonds for the project either before or during the time the Development is under construction, these costs should be accounted for during the construction period.			(ESTIMATE)
j) Cost of Issuance (If Bonds are sold during Construction)				(ESTIMATE)
k) Furniture, Fixtures & Equipment (FF&E)			47,185	
	Total Carrying/Fin. Costs as % of Total Project Costs:	4.19%		401,685

3. USES OF FUNDS DURING CONSTRUCTION:**4. BALANCE OF FUNDS NEEDED FOR CONSTRUCTION (average / shortage):**

\$	9,476,310
\$	(0)

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3:50 PM

PERMANENT LOAN CLOSING**5. SOURCES OF FUNDS FOR PERMANENT FUNDING:**

	Y, or N, or G	
a)	Y	
b) DCA Aff Housing Trust Fund		\$ 2,700,000
c)		
d)		
e)		
f)		
g)		
h)		
TOTAL SOURCES FOR PERMANENT CLOSING:		\$ 2,700,000

6. USES OF FUNDS FOR PERMANENT CLOSING:

A. DEVELOPER'S FEE:				\$ 600,000
B. HMFA Points (to reduce annual servicing fee) "		on	\$	
C. HMFA Second Note Financing Fee "		on	\$	
D. Special Needs Financing Fee "	3.00%	on	\$	
E. CONSTRUCTION LOAN PAYOFF:				\$ 2,000,000
F. Construction Loan Interest Due(per diem)		on	\$	
G. Negative Arbitrage (ESTIMATE)			(List Daily Amount)	
H. Cost of Issuance (ESTIMATE)				
I. Reimbursement of any Indemnification Fee not dedicated to other costs				
J. TAX CREDIT FEES				
K. R.E. Taxes due & Payable at Closing				
L. Title Insurance	# of days		(List Daily Amount)	
M. HMFA Loan per diem interest on NOTE I (if applicable)		on	\$	
N. Outstanding Payments to Professional & Sub-contractors				
O. Payment and Performance Bond, 30% Warranty Bond, or 10% Letter of Credit				
P. Other Fees:				
Q. ESCROW REQUIREMENTS:	Total Costs@ PermClosing as%of Total Project Costs:		6.27%	
1) Working Capital Escrow				
a) Debt Service & Operating Expenses				
b) Rental Agent Rent-up Fee (during Rent-up)				
c) Advertising and Promotion (during Rent-up)				
2) Other Escrows				
a) Insurance (1/2 YR.)				\$
b) Taxes (1 Qtr.)				\$
c) Debt Service Payment & Servicing Fee for 1 Month				\$
d) Mortgage Insurance Premium (MIP) 1 year plus 3 months				\$
e) Repair & Replacement Reserves				\$
f) HMFA Operating Deficit Reserve				\$
g) Other:				100,000
h) Other: synd oper res				
Total Escrows as a % of Total Project Costs:			1.04%	

7. USES OF FUNDS FOR PERMANENT CLOSING**8. BALANCE NEEDED TO CLOSE (overage / shortage):****9. TOTAL PROJECT COSTS****10. MAXIMUM MORTGAGE LOAN**

_____ % of Item 10

11. 55% of Basis Test:

Aggregate Basis:	\$ 9,476,310
55% of Basis (estimated):	5,211,971
Less 1st Mtg., 1st Note:	
Equals 1st. Mtg., 2nd Note Needed:	5,211,971

Check each line item for Eligibility

12. REPAYMENT OF SECOND NOTE (IF APPLICABLE)

					List Source
Interest @ _____ (_____) mos.	Principal	\$		\$	
		\$		\$	
	Total	\$		\$	
		\$		\$	
		\$		\$	

NEW JERSEY HOUSING AND MORTGAGE FINANCE AGENCY

By: _____
(Developer or Authorized Signatory)By: _____
NJHMFA Executive Director or Designee

SCHEDULE 10-C: OPERATING EXPENSES

Borrowing Entity: _____
 Dev. Name: Freedom Village at Gibbsboro Phase II

HMFA# _____
 Prepared by: _____
 Reviewed by: _____
 (Director of Asset Management)

 Date

I. ADMINISTRATIVE EXPENSE

Stationery & Suppl.	1,500
Telephone	1,000
Dues & Sub.	
Postage	5,000
Insp. & Other Fees	
Advertising	
Legal Services	
Auditing (Year End)	13,255
Soc. Serv. Suppl.	
Misc. Adm. Expenses	2,000
Bookkeeping/Accounting	
and/or Computer Charges	2,326
Other:	
TOTAL \$	25,081

II. SALARIES & RELATED CHARGES

	# of Employees	Total Wages inc benefits
Superintendent	1.00	55,000
Janitorial		
Grounds & Landscaping		
Security		
Social Services		
Site Office & Admin	0.50	30,000
Maintenance		
Other Salaries:		
Empl. Benefits		6,375
Empl. Payroll Taxes		4,250
Worker's Comp.		1,063
Other:		
TOTAL \$	1.50	96,688

III. MAINTENANCE AND REPAIRS

Masonry	
Carpentry	5,000
Plumbing	2,000
Electrical	
Kitchen Equipment	2,000
Elevator	
Windows & Glass	
Vehicles & Equip.	
Snow Removal	2,000
Grounds & Landscaping	2,000
Paint & Dec. Supl.	1,000
Small Equip. & Tools	2,000
Janit. Sup. & Tools	3,000
HVAC Supplies	1,000
Misc. Maint. Suppl.	
Other:	
TOTAL \$	20,000

IV. MAINTENANCE CONTRACTS

Security	1,000
Elevator	3,000
Rubbish Removal	3,000
Heating & AC Maint.	
Grounds, Parking & Landscaping	
Exterminating	1,000
Cyclical Apt. Painting	2,000
TOTAL \$	10,000

V. UTILITY EXPENSE

Water Charges	3,000
Sewer Charges	10,000
Electricity	4,000
Gas	2,000
Fuel	
Less Solar Energy Savings	
TOTAL \$	19,000

VI. REAL ESTATE TAX CALCULATION FOR TAX ABATEMENT

Gross Rents	\$	296,966
Less Vacancy	(-)	20,788
Less Utilities (if applicable)	(-)	19,000
Gross Sheltered Rents	\$	257,179
x Rate	x	6.28 %
Real Estate Taxes	\$	16,151

OR

ACTUAL TAXES
 IF NO P.L.L.O.T.

SCHEDULE 10-D : ANTICIPATED GROSS RENTS

Mortgage Amount		%	HMFA #	
Mortgage Interest Rate		Yrs.	Prepared by:	
Term (years)			Reviewed by:	
Amortization (Y,S,M)				Date
FMR Area	Camden			

The Interest rate has been reduced by: basis points as the Cost-of-Issuance is being paid out-of-pocket by the sponsor.

Date of Income Limits Chart Used: 04/01/24
Date of Utility Chart Used:

ANTICIPATED GROSS RENTS:

	No. of Bedrooms	No. of Units	No. of BEDS	Target ** Occupancy	Gross Rent	Allowance for Tenant Paid Utilities***	Net Rent	Monthly	Annual	Square Feet of Individual Units
DDD 3 units	BLDG B									
	1BR	2		30.00%	672	80	592	1,184	14,208	
	2BR	5		30.00%	806	115	691	3,456	41,475	
	3BR	2		30.00%	932	150	782	1,563	18,756	
	BLDG A									
	1BR	1		47.50%	1,064	80	984	984	11,808	
	2BR	7		47.50%	1,277	115	1,162	8,131	97,571	
	3BR	4		47.50%	1,475	150	1,325	5,300	63,594	
	1BR	2		30.00%	672	80	592	1,184	14,208	
	2BR	2		30.00%	806	115	691	1,383	16,590	
	3BR	2		30.00%	932	150	782	1,563	18,756	
Super's Apt.*										
TOTALS		<u>27</u>						<u>24,747</u>		
Anticipated Annual Gross Rents									<u>296,966</u>	

* Indicate on a separate line which apartment is for the Superintendent.
If it's rent-free, put \$0 in the Rent column.

** Indicate "Low", "Mod" or "Mkt" AND the percentage of median income.
Low Income - 50% or less of median income
Moderate Income - 50% to 80% of median income
Market Income - 80%+ of median income

NOTE: For Underwriting Purposes Only, Target Occupancy is based on (1) person per Bedroom

*** Where tenants pay their own utilities, a "utility allowance" must be subtracted from the maximum chargeable rent when determining their rental charge.

NOTE: The percentage listed in this section is merely the percentage of the Gross Rent as to the applicable Area Median Income.

EQUIPMENT AND SERVICES

(a) <u>Equipment:</u>		(b) <u>Services:</u>	Gas, Electric or Oil	Individual or Master Meter	Paid by Tenant
Ranges	x	Heat	g		x
Refrigerator	x	Hot Water	g		x
Air Conditioning	x	Cooking	e		x
Laundry Facilities	x	Air Conditioning	e		x
Disposal		Household Electric			x
Dishwasher	x	Water			
Carpet		Sewer			
Drapes	x	Parking			
Swimming Pool		Other:			
Tennis Court		Other:			
Other:					

UTILITY ALLOWANCE METHODS (Yes or No)

DCA Utility Allowance Chart		Utility Company Estimates	
HUD Utility Schedule Model		Energy Consumption Model	x

COMMERCIAL SPACE

(Include all utility costs associated with the commercial space in your description)

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SCHEDULE 10-E : SUMMARY OF ANTICIPATED ANNUAL INCOME AND EXPENSES

Borrowing Entity: _____

HMFA# _____

Dev. Name: Freedom Village at Gibbsboro Phase II

Prepared by: _____

Reviewed by: _____

(Director of Asset Management - Expenses Only)

Date

RENTAL INCOME

Apartment Rents		\$	296,966
Vacancy Loss	(7.00 %)		20,788
NET APT. RENTS			276,179

Commercial Income	_____ per Sq. Ft.	\$	_____
Garage & Parking	_____ per Sq. Ft.		_____
Commercial Vacancy	_____ %		_____
NET COMMERCIAL RENTALS			_____

TOTAL RENTAL INCOME		\$	276,179
---------------------	--	----	---------

OTHER INCOME

Laundry Machines		\$	_____
Other:			_____
TOTAL OTHER INCOME		\$	_____

TOTAL REVENUE		\$	276,179
---------------	--	----	---------

EXPENSES

Administrative (Schedule I)		\$	25,081
Salaries (Schedule II)			96,688
Maint. & Repairs (Schedule III)			20,000
Maint. Contracts (Schedule IV)			10,000
Utilities (Schedule V)			19,000
Management Fee 60.00	per unit		19,440
P.L.L.O.T. on Commercial Income(_____ %)		_____
Real Estate Taxes (Schedule VI)			16,151
Insurance \$1,111	per Unit		29,997
Reserve for Repair and Replacement			_____
\$25.00	per unit		14,175

* Should be between \$55 & \$70 per unit per month

2-Story & below - \$500; 3-Story & above - \$550

TOTAL EXPENSES		\$	250,532
----------------	--	----	---------

NET OPERATING INCOME

\$	25,647
----	--------

DEBT SERVICE

1. Principal and Interest		\$	_____
2. Mortg & Bond Serv Fee	0.55 %		_____
3. MIP	_____ %		_____
4. Debt Service on Other			_____
Mortgage Loans \$	_____	\$	_____
AGENCY DEBT SERVICE		\$	_____

DEBT SERVICE NOT TO BE CONSIDERED IN DSR		\$	_____
---	--	----	-------

TOTAL DEBT SERVICE		\$	_____
--------------------	--	----	-------

NET INCOME

\$	25,647
----	--------

Less Return on Equity	(_____ % on \$ _____)	- \$	_____
-----------------------	-------------------------	------	-------

Project Profit/(Loss)

\$	25,647
----	--------

DEBT SERVICE RATIO CALCULATION :

DSR = $\frac{\text{NET OPERATING INCOME}}{\text{AGENCY DEBT SERVICE}}$ = _____

New Mortgage
Amount

SCHEDULE 10-A: PROJECT DESCRIPTION- PERMANENT ONLY LOAN

[illegible]

****Includes only parking beneath the building and/or parking structure

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SCHEDULE 10-B: EST. DEVELOPMENT COSTS AND CAPITAL REQUIREMENTS

_____ Inducement	HMFA# _____	
_____ Commitment	Prepared by: _____	
_____ Re-Commitment	Reviewed by: _____	
_____ Mtg. Extension	Director of Technical Services	_____ Date
_____ Bond Sale	Managing Director of Multifamily	_____ Date
_____ Closing	Chief of Multifamily	

1. SOURCES OF FUNDS DURING CONSTRUCTION:

	Enter the total Loan Amount Here	Will loan/s be repaid from project revenues? (If Source is a grant, enter "G".) Y, or N, or G	
a) Gibbsboro AHTF			\$ 250,000
b) Construction Loan			7,000,000
c) Special Needs Housing Trust Fund		1,050,000	845,475
d) LIHTC Equity			1,390,366
e) _____			\$ _____
f) _____			_____
g) _____			_____
h) Deferred Developer's Fee			\$ 600,000
TOTAL SOURCES OF CONSTRUCTIONS FUNDS:			\$ 10,085,841

2. USES OF FUNDS DURING CONSTRUCTION:

A. ACQUISITION COSTS:				% of Cons't Cost OR Cost/Unit
a) Land	_____ @ (\$ _____ per Acre)		\$ _____	
b) Building Acquisition	Should be between \$15,000 & \$25,000 per units		_____	
c) Relocation			_____	
d) Other: _____			_____	
B. CONSTRUCTION COSTS	Total Acquisition as a percent of Total Project Costs:		_____	
a) Demolition			\$ _____	
b) Site work			_____	
c) Residential Structures (including all on-site improvement)			6,468,691	
d) Community Building			_____	
e) Environmental Clearances			_____	
f) Surety & Bonding	should be between .75% and 2% of Construction Costs		100,000	1.33%
g) Building Permits			_____	
h) Garage Parking	garage should be approx \$15,000/space; parking lot around \$700/space		_____	
i) General Requirements	should be about 6% of construction costs		400,000	6.07%
j) Contractor Overhead & Profit	-should not exceed 8% of construction costs - usually 2% for Overhead & 6% for Profit		500,000	7.58%
k) Green Features			25,000	
l) Other _____			_____	
m) Other _____			_____	
Total Cons't Costs as a percent of Total Project Costs:	74.45%		_____	
C. DEVELOPERS FEE - CONSTR/REHAB	7.94%	HMFA Policy is that the Developer fee is earned as a percentage of construction completion.	750,000	7,493,691
DEVELOPERS FEE - BUILDING			_____	750,000
D. CONTINGENCY		Non-Deferred Amt: \$750,000 7.94%		
		Non-Deferred Amt on Building Acq Not to Exceed 2% :		
a) Hard Costs	5.000%	5% for New Construction & 10% for Rehabilitation	374,685	
b) Soft Costs	4.263%	should be a Maximum of 5%	60,000	434,685
E. PROFESSIONAL SERVICES				
a) Appraisal & Market Study			\$ 25,000	
b) Architect			275,000	
c) Site Engineer			100,000	
d) Attorney			125,000	
e) Cost Certification/Audit - should not exceed \$35,000			20,000	
f) Environmental Consultant			_____	
g) Historical Consultant			_____	
h) Geotechnical Consultant			25,000	
i) Surveyor			10,000	
j) Professional Planner			_____	
k) Other _____			_____	
Total Professional fees as a % of Total Project Costs:	5.49%		_____	580,000
F. PRE-OPERATIONAL EXPENSES *		* Non-eligible costs in TC basis		
a) Operator fees (pre-construction completion) *		Should not exceed \$250 per unit	\$ _____	
b) Advertising and Promotion (pre-construction completion)*			_____	
c) Staffing and Start-up Supplies (pre-construction completion)*			_____	
d) Other: * _____			_____	
e) Other: * _____			_____	
Total Pre Opt Costs as a % of Total Project Costs:			_____	
G. CARRYING AND FINANCING COSTS DURING CONSTRUCTION		(percentage of total development costs)		7.83%
a) Interest @ 7.0000 % for (18 mos.) on \$ 3,500,000			367,500	
b) R.E. Tax \$ _____ (per annum) x _____			_____	
c) Insurance \$ 40,000 (per annum) x 1.50 Yrs.			100,000	
d) Title Insurance and Recording Expenses			50,000	
e) Utility Connection Fees + Inspections			_____	
f) Other Lender's Points			113,000	
g) Other Lender Construction Financing Fee - SNHTF commitment 3%			31,500	
h) Tax Credit Fees			108,000	
i) Negative Arbitrage (if Bonds are sold during Construction)		If the HMFA will be selling Bonds for the project either before or during the time the Development is under construction, these costs should be accounted for during the construction period.	_____	(ESTIMATE)
j) Cost of Issuance (If Bonds are sold during Construction)			_____	(ESTIMATE)
k) Furniture, Fixtures & Equipment (FF&E)			57,466	
Total Carrying/Fin. Costs as % of Total Project Costs:	7.83%		_____	827,466
3. USES OF FUNDS DURING CONSTRUCTION:			\$ 10,085,841	
4. BALANCE OF FUNDS NEEDED FOR CONSTRUCTION (average / shortage):			\$ 0	

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PERMANENT LOAN CLOSING**5. SOURCES OF FUNDS FOR PERMANENT FUNDING:**

	Y, or N, or G	
a)	Y	\$
b) Special Needs Housing Trust Fund		\$ 204,525
c) LIHTC Equity		7,878,743
d)		
e)		
f)		
g)		
h)		\$
TOTAL SOURCES FOR PERMANENT CLOSING:		\$ 8,083,268

6. USES OF FUNDS FOR PERMANENT CLOSING:

A. DEVELOPER'S FEE:				\$ 600,000
B. HMFA Points (to reduce annual servicing fee) "		on	\$	
C. HMFA Second Note Financing Fee "		on	\$	
D. Special Needs Financing Fee "	3.00%	on	\$	
E. CONSTRUCTION LOAN PAYOFF:				\$ 7,000,000
F. Construction Loan Interest Due(per diem)		on	\$	
G. Negative Arbitrage (ESTIMATE)			(List Daily Amount)	
H. Cost of Issuance (ESTIMATE)				
I. Reimbursement of any Indemnification Fee not dedicated to other costs				
J. TAX CREDIT FEES				108,000
K. R.E. Taxes due & Payable at Closing				
L. Title Insurance	# of days		(List Daily Amount)	
M. HMFA Loan per diem interest on NOTE I (if applicable)		on	\$	
N. Outstanding Payments to Professional & Sub-contractors				
O. Payment and Performance Bond, 30% Warranty Bond, or 10% Letter of Credit				
P. Other Fees:				
Q. ESCROW REQUIREMENTS:	Total Costs@ PermClosing as%of Total Project Costs:	6.70%		
1) Working Capital Escrow				
a) Debt Service & Operating Expenses				250,000
b) Rental Agent Rent-up Fee (during Rent-up)				
c) Advertising and Promotion (during Rent-up)				
2) Other Escrows				
a) Insurance (1/2 YR.)				\$
b) Taxes (1 Qtr.)				\$
c) Debt Service Payment & Servicing Fee for 1 Month				\$
d) Mortgage Insurance Premium (MIP) 1 year plus 3 months				\$
e) Repair & Replacement Reserves				\$
f) HMFA Operating Deficit Reserve				\$
g) Other:				125,269
h) Other: synd oper res				
Total Escrows as a % of Total Project Costs:				3.55%

7. USES OF FUNDS FOR PERMANENT CLOSING**8. BALANCE NEEDED TO CLOSE (overage / shortage):****9. TOTAL PROJECT COSTS****10. MAXIMUM MORTGAGE LOAN**

_____ % of Item 10

11. 55% of Basis Test:

Aggregate Basis:	\$ 10,085,841
55% of Basis (estimated):	5,547,213
Less 1st Mtg., 1st Note:	
Equals 1st. Mtg., 2nd Note Needed:	5,547,213

Check each line item for Eligibility

12. REPAYMENT OF SECOND NOTE (IFAPPLICABLE)

							List Source
Interest @ _____	(_____) mos.	Principal	\$ _____	\$ _____			
		Total	\$ _____	\$ _____			
				Total	\$ _____		
					\$ _____		

NEW JERSEY HOUSING AND MORTGAGE FINANCE AGENCY

By: _____
(Developer or Authorized Signatory)By: _____
NJHMFA Executive Director or Designee

SCHEDULE 10-C: OPERATING EXPENSES

Borrowing Entity: _____
 Dev. Name: Freedom Village at Gibbsboro Phase II - LIHTC

HMFA# _____
 Prepared by: _____
 Reviewed by: _____

(Director of Asset Management)

Date

I. ADMINISTRATIVE EXPENSE

Stationery & Suppl.	1,500
Telephone	1,000
Dues & Sub.	
Postage	5,000
Insp. & Other Fees	
Advertising	
Legal Services	
Auditing (Year End)	13,255
Soc. Serv. Suppl.	
Misc. Adm. Expenses	2,000
Bookkeeping/Accounting	
and/or Computer Charges	2,326
Other:	
TOTAL \$	25,081

II. SALARIES & RELATED CHARGES

	# of Employees	Total Wages inc benefits
Superintendent	1.00	55,000
Janitorial		
Grounds & Landscaping		
Security		
Social Services		
Site Office & Admin	0.50	30,000
Maintenance		
Other Salaries:		
Empl. Benefits		6,375
Empl. Payroll Taxes		4,250
Worker's Comp.		1,063
Other:		
TOTAL \$	1.50	96,688

III. MAINTENANCE AND REPAIRS

Masonry	
Carpentry	5,000
Plumbing	2,000
Electrical	
Kitchen Equipment	2,000
Elevator	
Windows & Glass	
Vehicles & Equip.	
Snow Removal	2,000
Grounds & Landscaping	2,000
Paint & Dec. Supl.	1,000
Small Equip. & Tools	2,000
Janit. Sup. & Tools	3,000
HVAC Supplies	1,000
Misc. Maint. Suppl.	
Other:	
TOTAL \$	20,000

IV. MAINTENANCE CONTRACTS

Security	1,000
Elevator	3,000
Rubbish Removal	3,000
Heating & AC Maint.	
Grounds, Parking & Landscaping	
Exterminating	1,000
Cyclical Apt. Painting	2,000
TOTAL \$	10,000

V. UTILITY EXPENSE

Water Charges	3,000
Sewer Charges	10,000
Electricity	4,000
Gas	2,000
Fuel	
Less Solar Energy Savings	
TOTAL \$	19,000

VI. REAL ESTATE TAX CALCULATION FOR TAX ABATEMENT

Gross Rents	\$	296,966
Less Vacancy	(-)	20,788
Less Utilities (if applicable)	(-)	19,000
Gross Sheltered Rents	\$	257,179
x Rate	x	6.28 %
Real Estate Taxes	\$	16,151

OR

ACTUAL TAXES
IF NO P.L.L.O.T.

(Include all utility costs associated with the commercial space in your description)

SCHEDULE 10-E : SUMMARY OF ANTICIPATED ANNUAL INCOME AND EXPENSES

Borrowing Entity: _____		HMFA# _____	_____
Dev. Name: <u>Freedom Village at Gibbsboro Phase II - LIHTC</u>		Prepared by: _____	_____
		Reviewed by: _____	_____
		(Director of Asset Management - Expenses Only)	Date

RENTAL INCOME			
Apartment Rents		\$	296,966
Vacancy Loss (7.00 %)			20,788
NET APT. RENTS			276,179
Commercial Income	_____ per Sq. Ft.	\$	_____
Garage & Parking	_____ per Sq. Ft.		_____
Commercial Vacancy	_____ %		_____
NET COMMERCIAL RENTALS			_____
TOTAL RENTAL INCOME		\$	276,179
OTHER INCOME			
Laundry Machines		\$	_____
Other: _____			_____
TOTAL OTHER INCOME		\$	_____
TOTAL REVENUE		\$	<u>276,179</u>
EXPENSES			
Administrative (Schedule I)		\$	25,081
Salaries (Schedule II)			96,688
Maint. & Repairs (Schedule III)			20,000
Maint. Contracts (Schedule IV)			10,000
Utilities (Schedule V)			19,000
Management Fee 60.00	_____ per unit		19,440
P.L.L.O.T. on Commercial Income(_____ %)			_____
Real Estate Taxes (Schedule VI)			16,151
Insurance \$1,111	_____ per Unit		29,997
Reserve for Repair and Replacement			
_____ \$25.00	_____ per unit		14,175
TOTAL EXPENSES		\$	<u>250,532</u>
NET OPERATING INCOME		\$	<u>25,647</u>
DEBT SERVICE			
1. Principal and Interest		\$	_____
2. Mortg & Bond Serv Fee	0.55 %		_____
3. MIP	_____ %		_____
4. Debt Service on Other			_____
Mortgage Loans \$ _____		\$	_____
AGENCY DEBT SERVICE		\$	_____
DEBT SERVICE NOT TO BE CONSIDERED IN DSR		\$	_____
TOTAL DEBT SERVICE		\$	_____
NET INCOME		\$	<u>25,647</u>
Less Return on Equity (_____ % on \$ _____)			_____
Project Profit/(Loss)		\$	<u>25,647</u>

DEBT SERVICE RATIO CALCULATION :

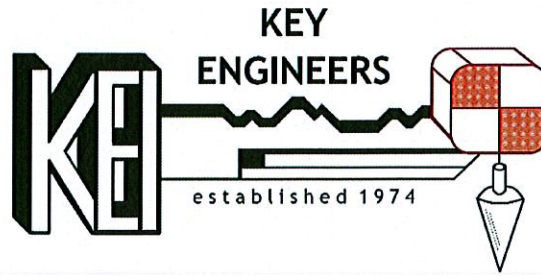
$$DSR = \frac{\text{NET OPERATING INCOME}}{\text{AGENCY DEBT SERVICE}} = \underline{\hspace{2cm}}$$

**New Mortgage
Amount**

**Appendix G: Route 561 Senior Housing Site Documentation; RLM
Ordinance**

ENGINEERING & PLANNING

Municipal
Consulting
Construction
Residential
Commercial
Industrial
Construction Management

**SURVEYING**

Residential
Commercial
Industrial
Governmental
Construction

~Celebrating Over 49 Years of Excellence~

September 26, 2023

Mary Beth Lonergan, P.P., A.I.C.P.
Clarke Caton Hintz
100 Barrack Street
Trenton, New Jersey 08608

RE: SEWER SERVICE AVAILABILITY
Inclusionary Age-Restricted Development
Concept - County Route 561
Borough of Gibbsboro, Camden County,
New Jersey (KEI #24-431GB)

Dear Ms. Lonergan:

The above referenced site is located within the Borough's sewer service area and there is sufficient capacity at this time for up to one-hundred ten (110) age-restricted units, including 20,000 square feet of commercial space at this site. The capacity has been calculated as follows:

20 - two (2) bedroom units x 225 gpd =	4,500 gpd
90 - one (1) bedroom units x 150 gpd =	13,500 gpd
20,000 sf of commercial space @ 0.125 gpd =	<u>2,500 gpd</u>
TOTAL =	20,500 gpd

The project is located approximately 850 linear feet south of an existing 8" diameter sanitary sewer main that will be required to be extended to the proposed development. Gravity flow is achievable for the project.




Key Engineers, Inc. • 80 S. White Horse Pike • Berlin, NJ 08009
(856) 767-6111 • Fax (856) 753-1091

Page 2

If you have any questions or comments, please feel free to contact me at this office (Ext. 27 or via email at gfusco@keyengineers.com).

Sincerely,



Gregary B. Fusco, P.E., P.P., C.P.W.M.
Certified Municipal Engineer
Gibbsboro Borough Engineer

GBF:ke

cc: Ms. Amy C. Troxel, R.M.C., Borough Clerk

projects\23\431\Docs\Sewer Service Availability

From: [Ruth Gavel](#)
To: [Kathryn Balitsos](#); [Elaine Clisham](#)
Subject: 165 Lakeview Drive S, Gibbsboro ==>Available Capacity
Date: Wednesday, October 11, 2023 5:49:10 PM
Attachments: [image002.png](#)
[image003.png](#)

Kathryn,

See Mark's email below regarding the capacity. Please reach out with any additional questions.

Thanks,

Ruth Gavel
Engineering Project Manager – Developer Services
New Jersey American Water
1 Water Street, Camden, NJ 08102
O: (856) 549-8604
C: (856) 470-4932
<https://www.amwater.com/njaw/About-Us/Providing-Solutions/Developers/>

From: Mark L Wright <Mark.Wright@amwater.com>
Sent: Friday, October 6, 2023 10:00 AM
To: Ruth Gavel <Ruth.Gavel@amwater.com>
Subject: RE: 165 Lakeview Drive S, Gibbsboro ==>GIS Map & Demand Spreadsheet

Ruth-

We have capacity in the Delaware River system to serve the projected 46,275 gpd Max Day Demand.

Thanks

Mark Wright, P.E. (*he/him*)
Planning Engineer
New Jersey American Water
One Water Street
Camden, New Jersey 08102

Office: (856) 549-8601
Cell: (856) 281-8697
Email: Mark.Wright@amwater.com

From: Ruth Gavel <Ruth.Gavel@amwater.com>
Sent: Friday, October 6, 2023 9:02 AM
To: Mark L Wright <Mark.Wright@amwater.com>
Subject: FW: 165 Lakeview Drive S, Gibbsboro ==>GIS Map & Demand Spreadsheet

Mark – Just wanted to confirm that we have available capacity for this project. See attached demand spreadsheet.

Thanks,

Ruth Gavel
Engineering Project Manager – Developer Services
New Jersey American Water
1 Water Street, Camden, NJ 08102
O: (856) 549-8604
C: (856) 470-4932
<https://www.amwater.com/njaw/About-Us/Providing-Solutions/Developers/>

BOROUGH OF GIBBSBORO
HEARING NOTICE

The ordinance published herewith was introduced and passed on first reading at a meeting of the Governing Body of the Borough of Gibbsboro on July 9, 2024, at 7:00 p.m. and will be further considered for final passage after public hearing at a meeting of said Governing Body on September 10, 2024 beginning at 7:00 p.m. at the Gibbsboro Municipal Building located at 49 Kirkwood Road, Gibbsboro, NJ 08026. The ordinance for public inspection in the Clerk's office.

2024-12

**ORDINANCE AMENDING CHAPTER 400, ZONING, OF THE BOROUGH OF
GIBBSBORO TO ADD THE SENIOR RESIDENTIAL LOW AND MODERATE (SRLM)
DISTRICT TO IMPLEMENT INCLUSIONARY AFFORDABLE HOUSING ZONING**

WHEREAS, the Gibbsboro Borough Council desires to implement standards for the development of inclusionary affordable housing in the Zoning Ordinance in furtherance of the municipality's constitutional obligation to provide the opportunity for affordable housing; and

WHEREAS, it has been determined by Gibbsboro Borough Council that creation of a new RLM zoning district will effectuate the intent and purpose of the goals and objectives of the Housing Element of the Master Plan and Fair Share Plan of the Borough of Gibbsboro; and

WHEREAS, the Municipal Land Use Law requires that any amendments or revisions to Gibbsboro Borough's Zoning Ordinance shall be reviewed by the Planning Board to determine if said amendments or revisions thereto are substantially consistent with the Master Plan of the Borough of Gibbsboro; and

WHEREAS, the Planning Board of Gibbsboro adopted a Housing Element and Fair Share Plan, Element of the Master Plan on June 26, 2024, that addresses the municipality's affordable housing obligations in a manner which will promote the public health, safety, morals, and general welfare; and

WHEREAS, the Municipal Land Use Law at N.J.S.A. 40:55D-62a requires substantial consistency of the provisions regulating zoning and land use with the adopted Land Use Plan Element; and

WHEREAS, the Planning Board of Gibbsboro adopted an amendment to the Land Use Plan Element of the Master Plan on June 26, 2024 identifying the subject zone as an area for multi-family affordable housing development; and

WHEREAS, the Gibbsboro Borough Council formally refers this Ordinance to the Planning Board for examination, discussion, and recommendations in accordance with N.J.S.A. 40:55D-26; and

WHEREAS, the adoption of this Ordinance was appropriately noticed pursuant to the Municipal Land Use Law at N.J.S.A. 40:55D-15 and in accordance with N.J.S.A.40:55D-62.1.

NOW, THEREFORE, BE IT ORDAINED, by the Borough Council of the Borough of Gibbsboro that the Zoning Ordinance is hereby amended as follows:

Section 1. §400-3.B, Definitions, shall be amended to add or revise the following definitions:

Affordable – A sales price or rent level that is within the means of a low- or moderate-income household as defined in *N.J.A.C. 5:93-7.4*; in the case of an ownership unit, that the sales price for the unit conforms to the standards set forth in *N.J.A.C. 5:80-26.6*, as may be amended and supplemented, and, in the case of a rental unit, that the rent for the unit conforms to the standards set forth in *N.J.A.C. 5:80-26.12*, as may be amended and supplemented.

Affordable Housing Development- A development included in the housing element and fair share plan, or proposed as an amendment to same, that may include, but is not limited to, an inclusionary development, a municipal construction project or a 100 percent affordable development.

Affordable Rental Charges – A monthly rent including utilities charged to an eligible very low, low- or moderate-income family which shall not exceed 30% of their monthly gross income as calculated by *N.J.A.C. 5:93-7.4(f)*.

Affordable Unit – A housing unit proposed or created to be affordable in accordance with the NJ Fair Housing Act, approved for crediting by the Court or other legally mandated means, and/or funded through an affordable housing trust fund.

Low-Income Household – A household with a total gross annual household income equal to 50% or less of the regional median household income by household size.

Low-Income Unit – A restricted unit that is affordable to a low-income household.

Moderate-Income Household – A household with a total gross annual household income in excess of 50% but less than 80% of the regional median household income by household size.

Moderate-Income Unit – A restricted unit that is affordable to a moderate-income household.

Personal Sales and Services - Establishments primarily engaged in providing services involving the care of a person or his or her goods or apparel, including but not limited to laundering, shoe repair, hair and body care, tailoring, and domestic services; and incidental sales related to such services.

Section 2. §14, RLM, Residential Low and Moderate Zone, shall be modified in its entirety as follows:

§14. RLM, Residential Low and Moderate Zone.

- A. Purpose and Intent. The purpose and intent of the RLM, Residential Low and Moderate Zone, is to provide for age-restricted inclusionary affordable housing in the Borough of Gibbsboro to aid in meeting its constitutional obligation to provide for very low, low and moderate income housing in accordance with the Fair Housing Act

(N.J.S.A. 52:27D-301 et seq.). The RLM Zone is being implemented in accordance with the objectives of the Housing Plan Element of the Master Plan and its implementing resolutions, ordinances, and agreements constituting the Fair Share Plan. The RLM district provides a compensatory benefit over the preceding zoning district's use and/or intensity standards sufficient to address the affordable housing components of inclusionary development. A secondary purpose is to provide additional opportunities for small scale retail sales and service, and medical office use on a ground floor in a mixed used building of buildings in conjunction with the development of housing.

B. Permitted Uses. In the RLM Residential Low and Moderate Zone, the following uses, and no others, shall be permitted:

(1) Principal Uses:

- (a) Age-restricted townhouse dwellings.
- (b) Age-restricted multifamily dwellings.
- (c) Municipal purpose.

(2) Accessory Uses:

- (a) Community building for the use of residents.
- (b) Parks and conservation areas; open space.
- (c) Indoor and outdoor recreational facilities for the use of residents.
- (d) Community swimming pool for the use of residents with ancillary services.
- (e) Off-street parking, including automobile sheds and garages.
- (f) Fences and walls., gazebos, mail kiosks, ornamental gatehouses and other street furniture.
- (g) Maintenance and storage building.
- (h) Management office.
- (i) Signs as permitted in Chapter 318.
- (j) Home occupation.
- (k) Accessory uses customarily incidental to a principal use, but not to include an operational gatehouse or other means of controlling access to and from streets.

(3) Conditional Uses. The following conditional uses shall be permitted with a gross leasable floor area of 1,000 sf. but not greater than 4,000 sf. per tenant, for a total of not more than 16,000 sf. gross leasable area in the development. Such use shall be located on the ground floor of a mixed use building where any upper floors consist of age-restricted multi-family dwellings.

- (a) Personal sales and services.
- (b) Medical offices.
- (c) Finance, insurance and real estate offices, but not to include a retail banking use.

C. Inclusionary development required. At least 15% of the total number of units in the RLM District shall be affordable to households of low and moderate income as defined in the Fair Housing Act of 1985 (N.J.S.A. 52:27D-301 et seq.) and the substantive rules of the Council on Affordable Housing (N.J.A.C. 5:93-1 et seq.), as they may be amended or superseded for rental tenure and 20% for for-sale

developments. All portions of the development that include affordable housing units shall comply with the Uniform Housing Affordability Controls, N.J.A.C. 5:80-26.1 et seq.

D. Bulk standards. The following area, yard, and coverage standards shall apply to uses within the RLM Zone:

- (1) Maximum gross density shall not exceed twelve (12) dwelling units per acre.
- (2) Minimum tract area shall be thirty-two thousand five hundred (32,500) square feet.)
- (3) Minimum tract frontage shall be seventy-five (75) feet.
- (4) Maximum building coverage for the tract shall not exceed thirty percent (30%).
- (5) Maximum impervious surface coverage – sixty-five percent (65%) of the tract area.
- (6) Minimum tract perimeter setback shall be forty (40) feet except in the event where adequate agreement exists for the continuation of a building or buildings across the tract perimeter as determined by the Planning Board, in which case side yard of the tract may be zero (0) feet.
- (7) Maximum building height.
 - (a) Townhouse – Two and a half stories and thirty-five (35) feet.
 - (b) Multifamily and mixed-use buildings – Four stories and fifty-five (55) feet.
 - (c) Community building – Twenty-eight (28) feet.
 - (d) Maintenance building and other accessory structures – Eighteen (18) feet.
 - (e) Building limitations and separation requirements for townhouses and multifamily uses shall be as indicated in the following table:

Requirement	Standard
Maximum Dwellings per Building (Townhouses)	8 dwellings
Maximum Dwellings per Building (Multifamily)	No Limit
Minimum Distance from Building front to Building front	50 feet
Minimum Distance from Building front to Building side	35 feet
Minimum Distance from Building front to Building rear	50 feet
Minimum Distance from Building side to Building rear	35 feet
Minimum Distance from Building rear to Building rear	40 feet
Minimum Distance from Building side to Building side	20 feet

- (8) Fee simple townhouse and community building requirements when placed on a fee simple lot shall be as indicated in the following table:

Use	Townhouse	Community Building
Minimum lot size	1,800 sf.	4,000 sf.

Use	Townhouse	Community Building
Minimum lot frontage	18 feet; 22 feet if internal garage	40 ft.
Minimum lot depth	100 ft.	100 ft.
Maximum building coverage	70%	60%
Maximum lot coverage	80%	75%
Principal Building Minimum Yard Depths and Height Limitations		
Front yard	20 ft.	20 ft.
Side yard	0 ft. common wall; 8 ft. end unit	20 ft.
Rear yard	20 ft.	30 ft.
Accessory Building Minimum Yard Depths and Height Limitations		
Front Yard	N.P.	N.P.
Side yard	N.P.	10 ft.
Rear yard	5 ft.	10 ft.
Tool shed side and rear yard	5 ft.	5 ft.

N.P. = Not a permitted location

- (9) Building setbacks from streets and driveways. Minimum building setbacks shall be as in the following table:

Requirement	Standard
From major collector drive or street (public r.o.w. or private r.o.w. easement)	40 feet ⁽¹⁾
Front façade from a residential access drive or street (public r.o.w. or private r.o.w. easement)	22 feet ⁽²⁾
Rear façade from a residential access drive or street (public r.o.w. or private r.o.w. easement)	20 feet
Side facades from a residential access drive or street (public r.o.w. or private r.o.w. easement)	12 feet ⁽³⁾

(1), or 50 feet from the edge of cartway, whichever is greater.

(2), or 25 feet from the edge of cartway, whichever is greater.

(3), or 20 feet from the edge of cartway, whichever is greater.

- (10) Parking requirements. Residential uses shall comply with the parking requirements of the Residential site Improvement Standards at N.J.A.C. 5:21-4.14. Non-residential uses shall comply with §400-7.E.

- (11) Parking lot setbacks. Where parking lots for residential uses are proposed, no parking space shall be closer than ten (10) feet to a building. This requirement shall not apply to driveways leading to individual garages. Parking lots shall be set back a minimum of twenty (20) feet from a right-of-way or private right-of-way or easement, forty (40) feet from the edge of cartway of a County road, and twenty (20) feet from the edge of a residential access cartway.
- (12) The Borough of Gibbsboro streetscape standards of Chapter 358-18 shall apply to the frontage of any County road.

E. Design Standards.

- (1) Multi-family buildings. The following standards shall be used in the design of multi-family buildings:
 - (a) A minimum of one hundred (100) cubic feet of storage shall be provided for each dwelling, exclusive of kitchen cabinetry.
 - (b) Access to dwellings shall be designed as to provide a sense of safety and security for the residents, particularly in internal stairwells.
 - (c) All stairs shall be enclosed in the building.
 - (d) The exterior of the building shall be designed to visually break up any facade in excess of one hundred (100) lineal feet through the use of, but not limited to, offsets, bump-outs and building entrances.
 - (e) The design should distinguish between the base, middle, and top of the building.
 - (f) Where an outdoor living space is proposed, adequate visual screening from all other neighboring dwellings, outdoor living spaces, parking areas and roadways shall be provided. Screening may be accomplished with plant materials, masonry structures or wood fencing a minimum of four (4) feet in height. Architectural elements, such as masonry walls and fences, shall be compatible in both style and materials with the dwelling.
 - (g) All utility meters or boxes, air compressors, heat pumps, or other exterior equipment shall be located at the side or rear of buildings and shall be screened by architectural elements or landscape plantings; or may be placed on the roof of a multifamily or mixed use building, provided the equipment is adequately screened from ground level view.
- (2) Townhouses. The following standards shall be used in the design of townhouse and stacked townhouse buildings:
 - (a) A minimum of one hundred fifty (150) cubic feet of storage shall be provided for each dwelling, exclusive of kitchen cabinetry.
 - (b) The front facades of at least forty percent (40%) of the number of dwellings in a structure shall be set back not less than two (2) feet behind the facades of the remaining dwellings in such structure.
 - (c) The roof lines of at least thirty percent (30%) of the number of dwellings which are attached in a structure, shall be staggered in line with the offsets required in -2.b, hereinabove. Chimneys, skylights, dormers, and other roof structures are encouraged, but not required, to vary the elevation and provide additional light into upper story dwellings.
 - (d) Where an outdoor living space is included for a unit, it shall be provided with

adequate visual screening from all other neighboring dwellings, outdoor living spaces, parking areas and roadways. Screening may be accomplished with plant materials, masonry structures or wood fencing a minimum of four (4) feet in height. Architectural elements, such as masonry walls and fences, shall be compatible in both style and materials with the dwelling unit.\

- F. Refuse and recyclables. Refuse collection stations, including provisions for the collection of recyclable materials, shall be provided. Such stations shall be located for the residents' convenience. All such structures shall be compatibly designed with the architecture of the adjacent buildings. A landscaping bed at least four (4) feet wide shall surround three sides of this structure planted at a height of at least six (6) feet, with a mature growth of at least eight (8) feet in height.
- G. Community rooms and building. Where community rooms are not provided within a principal multifamily building(s), the development shall include a separate community building that may include, but not be limited to, cooking and eating facilities, social activity room, management offices, indoor recreation, locker rooms, mail room, and snack bar. Where community buildings are required, the following requirements shall be met:
 - (1) A community room shall contain a minimum net floor area equal to or greater than twelve (12) square feet per dwelling within the development. A community building shall contain a minimum floor area equal to or greater than fifteen (15) square feet per dwelling within the development.
 - (2) Parking for a community building shall equal one space for each five hundred (500) square feet of floor area.
 - (3) The community building shall be open for occupancy and use prior to the issuance of more than half of the total certificates of occupancy for dwelling units within the development.
 - (4) The community building may be used as a sales office until ninety percent (90%) of the total certificates of occupancy to be issued have been issued.
- H. Facilities for pedestrians and bicyclists.
 - (1) Pedestrian sidewalks shall be provided throughout the development, interconnecting all units with community facilities and active open space and in such locations, including entrances and exits, where normal pedestrian traffic will occur.
 - (2) Where appropriate, bikeways may be provided instead of sidewalks. Provision of bikeways along streets shall be made upon determination and requirement by the board of jurisdiction and the Master Plan. The development shall be designed to connect to any existing bikeway within four hundred (400) feet of the proposed development, provided that access can be obtained via an existing right-of-way or easement.
 - (3) Bike racks shall be provided in one or more central locations for the use of residents and customers, connected to the shared pedestrian/bikeway required by

the streetscape standards, and in reasonable proximity to any non-residential uses and community room or building.

- (4) A minimum of 15 bicycle parking spaces shall be required.
- I. Open space requirements. Open space within an RLM development shall be designed and located according to the following standards:
- (1) Open space should be contiguous wherever possible.
 - (2) Open space should preserve the natural features of the site.
 - (3) Open space should be designed for both active and passive recreational facilities within easy access and walking distance of all residents and users of the development. The applicant shall designate on the submitted plans area(s) for active and passive recreation and conservation areas.
 - (4) The applicant shall propose recreational facilities for the RLM development based on its projected population and that are suitable for a senior population. Population projections shall be based on accepted planning standards.
- J. Additional site and building requirements.
- (1) The proposed development shall be designed as, or as a part of, a unified single architectural scheme and shall minimize any exterior differences between affordable housing dwellings and market rate dwellings.
 - (2) No more than fifty percent (50%) of the dwellings in any one structure may be designated for low- and moderate-income households, unless all residential development is in one building. It is the intent of this section that low- and moderate-income units shall be evenly dispersed throughout the entire development.
 - (3) In order to encourage an attractive building arrangement, variations in the setback or alignment of buildings erected on the same general plane or attached to one another shall be deemed desirable; parallel arrangements of buildings shall be avoided, and variation in design elements as the facade, width, color, exterior materials and rooflines shall be encouraged.
 - (4) All parking areas and walkways shall be illuminated at night in accordance with the Borough's promulgated design standards.
- K. Phasing. Any phasing schedule shall be approved by the board of jurisdiction to ensure that the timing of development shall be consistent with the requirements for the concurrent development of affordable housing units, development of infrastructure and supporting services. If a staging or phasing plan is proposed for the development, the recreation plan shall also be staged to provide adequate active recreation facilities appropriate for the population or use of each phase.
- L. Development agreement. The implementation of an approved development plan shall be guaranteed by a municipal development agreement between the Borough, and the applicant which shall set forth all the conditions of approval and the rights and obligations of both parties with respect to the timing, cost, guaranty and responsibility of providing the required affordable housing, on-tract and off-tract improvements necessary for the development and the provision of open space.

Section 3. The Zoning Map, last revised November 19, 2019, shall be revised to apply the R-40 Residential Zone to the existing Residential Low and Moderate Zone.

Section 4. The Zoning Map shall be further amended to apply the RLM Residential Low and Moderate Zone to Block 18.07, Lots pt. 2.01 and 12; and Block 18.05, Lots, 26, 26.01, 27, 29, 30 and 31 (encompassing 12.63 acres, more or less), plus the half-width of County Route 561 that adjoins such block and lots and as illustrated in the attachment, Proposed Zoning Change, dated June 2024.

Section 5. Continuation. In all other respects, the Zoning Ordinance of the Borough of Gibbsboro shall remain unchanged.

Section 6. Severability. If any portion of this Ordinance is for any reason held to be unconstitutional or invalid by a court of competent jurisdiction, such decision shall not affect the validity of this Ordinance as a whole, or any other part thereof. Any invalidation shall be confined in its operation to the section, paragraph, sentence, clause, phrase, term, or provision or part thereof directly involved in the controversy in which such judgment shall have been rendered.

Section 7. Interpretation. If the terms of this Ordinance shall be in conflict with those of another Ordinance of the Code of the Borough of Gibbsboro, then the restriction which imposes the greater limitation shall be enforced.

Section 8. Repealer. All ordinances or parts of ordinances which are inconsistent with the provisions of this Ordinance are hereby repealed to the extent of such inconsistency only.

Section 9. Enactment. This Ordinance shall take effect upon the filing thereof with the Camden County Planning Board after final passage, adoption, and publication by the Borough Clerk of the Borough of Gibbsboro in the manner prescribed by law.

Edward G. Campbell, III
Mayor

Amy C. Troxel, RMC
Borough Clerk

Introduced: July 9, 2024
Public Hearing: September 10, 2024
Adoption Date:

Roll Call Vote: Councilman Brown
Councilman Deterding
Councilwoman Karcsh
Councilman MacFerren

Councilman Rickert
Councilman Werner

CERTIFICATION

I, Amy C. Troxel, Borough Clerk of the Borough of Gibbsboro, County of Camden, State of New Jersey, do hereby certify that the foregoing is a true copy of an ordinance introduced by the Mayor and Council of the Borough of Gibbsboro at a meeting held on the 9th Day of July, 2024.

Amy C. Troxel, RMC
Borough Clerk