7. ARC of Warren County Documentation
This License is effective from 11/30/2017 to 11/30/2018.

ARC - Warren County
319 West Washington Ave
Washington, NJ 07883

Group Home Developmental Disability for 3 Individuals

Having met the requirements of the New Jersey Statute, P.L. 1977, c. 448, and the regulations of this Department.

License No. GH685
DEED

This Deed is made on December 7, 1999, between Viola Mattina & Angelo Miceliulla, Jr., whose address is 504 Route 173, Stewartsville, New Jersey 08886, referred to as the Grantor,

AND

The ARC, Warren County Chapter, Inc., whose address is about to be: 504 Route 173, Stewartsville, New Jersey 08886, referred to as the Grantee.

The words "Grantor" and "Grantee" refer to all Grantees and Grantors listed above.

Transfer Of Ownership. The Grantor grants and conveys, transfers ownership of, the Property, (called the "Property"), described below to the Grantee. This transfer is made for the sum of ONE HUNDRED FIFTY FIVE THOUSAND DOLLARS AND NO CENTS ($155,000.00).

The Grantor acknowledges receipt of this money.

Tax Map Reference. (N.J.S.A. 46:15-2.1) Township of Greenwich
Block No. 43 Lot No. 2 Account No.

Property. The Property consists of the land and all the buildings and structures on the land in the Township of Greenwich, County of Warren and State of New Jersey. The legal description is:

☐ See also legal description annexed as "Schedule A".

BEGINNING at an iron pipe found on the Southerly right of way line of NJ Route 173, said iron pipe being located 33.00 feet Southerly of the centerline of said road and 300.00 feet Easterly of the East side of Maple Drive (60 feet wide);

THENCE extending along the southerly right of way line of NJ Route 173, (66 feet wide), South 64 degrees 30 minutes East, 100.00 feet to an iron pipe found;

THENCE extending along the westerly property line of now or late G.L. Pieretti, Block 43, Lot 1, as recorded in Deed Book Volume 584 on Page 269, South 25 degrees 30 minutes West, 300.00 feet to a point;

THENCE extending along the Northerly property line of now or late Joseph Hixon, Block 43, Lot 1, North 64 degrees 30 minutes West, 100.00 feet to an iron pipe found;
RICHARD L. SCHREITER
Registered Professional Land Surveyor
3061 Meadowbrook Circle North
Allentown, Pennsylvania 18103-5421
610-433-5389
FAX 610-258-6878
610-433-8820
2857T 31410
Page 1 May 15, 1999
Lands To be Conveyed To:
The ARC, Warren County Chapter, Inc.
504 Warren County Route No. 173
Tax Sheet 22, Block 43, Lot 2
Greene Township, Warren County
New Jersey

All that certain messuage, tenement, tract or piece of land, together with all improvements thereon, situate, lying and being in the Township of Greenwich, County of Warren and State of New Jersey, bounded and described as follows to wit:

Beginning at a point located on the southerly side of Warren County Route Number 173, formerly the New Brunswick Turnpike and U.S. Route Number 22, said point being South Sixty Four Degrees, Thirty Minutes, Zero Seconds East (S64-30-00E) a distance of Three Hundred and Zero One-Hundredths Feet (300.01') from an iron pipe found which designates the southeast intersection of Maple Drive and Warren County Route Number 173, Thence,

(1) Continuing southeasterly along the southerly side of Warren County Route Number 173, South Sixty Four Degrees, Thirty Minutes, Zero Seconds East (S64-30-00E) a distance of One Hundred and Zero One-Hundredths Feet (100.01') to a point, Thence;

(2) Southwesterly along lands now or formerly of Barbara L. Pianta, Tax Block 43, Lot 1.01, South Twenty Five Degrees, Thirty Minutes, Zero Seconds West (S25-30-00W) a distance of Three Hundred and Zero One-Hundredths Feet (300.00') to a point in line of lands now or formerly of Michael L. DeGasper, Tax Block 43, Lot 1, Thence;

(3) Northwesterly along lands of DeGasper, Tax Block 43, Lot 1, North Sixty Four Degrees, Thirty Minutes, Zero Seconds West (N64-30-00W) a distance of One Hundred and Zero One-Hundredths Feet (100.00') to a point, Thence;

(4) Northwesterly along lands now or formerly of Linda M. Applegate, Tax Block 43, Lot 3.01, North twenty Five Degrees, Thirty Minutes, Zero Seconds East (N25-30-00E) a distance of Three Hundred and Zero One-Hundredths Feet (300.00') to a point, the place of beginning.

Containing a calculated area of 30,000.000 square Feet (0.689 Acres) of land as surveyed in May, 1999, by Richard L. Schreiter, a Registered Professional Land Surveyor, New Jersey License Number 2857.

Property subject to the public's rights to Warren County Route Number 173.

Property subject to a utility pole and utility lines which lie on Lot 2 but service both Lots 2 and 3.01.
THENCE extending along the Easterly property line of now or late Clayton Janisch, Block 43, Lot 3, as recorded in Deed Book Volume 701, Page 33, North 25 degrees 30 minutes East, 300.00 feet to the place of beginning.

Subject to all easements and restrictions of record.

Being the same lands and premises conveyed to Viola Mattina and Angelo Micciulla, Jr., by Deed from Richard J. Norton and Nancy A. Norton, his wife, which Deed was dated December 8, 1995 and recorded December 13, 1995 in the Warren County Clerk’s Office in Deed Book 1450, Page 326.

The street address of the Property is: 504 Route 173, Stewartsville, NJ 08886.

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

Signatures. The Grantor signs this Deed as of the date at the top of the first page.

Witnessed or Attested By:

Viola Mattina

Angelo Micciulla, Jr.
STATE OF NEW JERSEY

COUNTY OF WARREN

I CERTIFY that on December 17, 1999, Viola Mattina and Angelo Miccullia, Jr., personally came before me and stated to my satisfaction that this person, (or if more than one, each person):

(a) was the maker of this Deed;

(b) executed this Deed as his or her own act; and

(c) made this Deed for $155,000.00 as the full and actual consideration paid or to be paid for the transfer of title. (Such consideration is defined in N.J.S.A. 46:15-5).

Rahim A. Munir, Esq.
Attorney At Law of New Jersey

Record & Return To:

Christopher M. Traxell, Esq.
235 Frost Avenue
Philipsburg, NJ 08865

9C REC 20 P2 31
The Arc
Warren County Chapter, Inc.
Post Office Box 389, Washington, New Jersey 07882
908/689-7525 Fax: 908/689-4898

August 3, 2000

DHS/DIVISION OF DEVELOPMENTAL DISABILITIES
Northern Regional Assistant Director's Office
275 Greenbrook Road
Greenbrook, New Jersey 08812
Attention: Joan Lewinski

Dear Joan,

Enclosed please find a copy of the CAFU closeout. Please call me anytime, should you have any questions or concerns.

As always, it is certainly a pleasure doing business with you.

Sincerely,

John D. Whitehead, Director
Community Living Arrangements

JDW/bgh

"An Association Dedicated to Serve Individuals with Developmental Disabilities"
<table>
<thead>
<tr>
<th>ITEM</th>
<th>ORIGINAL COST ESTIMATE</th>
<th>ACTUAL COST</th>
<th>DIFFERENCE</th>
<th>NOTES</th>
</tr>
</thead>
<tbody>
<tr>
<td>Purchase</td>
<td>$155,000.00</td>
<td>$155,000.00</td>
<td>$0.00</td>
<td></td>
</tr>
<tr>
<td>Closing Costs</td>
<td>$4,639.00</td>
<td>$896.00</td>
<td>($3,743.00)</td>
<td>Title Insurance</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$109.32</td>
<td>$0.00</td>
<td>$109.32 Taxes</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$59.00</td>
<td>$0.00</td>
<td>$59.00 Record. Fees</td>
</tr>
<tr>
<td>Survey</td>
<td></td>
<td>$357.00</td>
<td>$357.00</td>
<td></td>
</tr>
<tr>
<td>Legal Fees</td>
<td>$0.00</td>
<td>$875.00</td>
<td>$875.00</td>
<td></td>
</tr>
<tr>
<td>Appraisal/Pitchell</td>
<td>$0.00</td>
<td>$300.00</td>
<td>$300.00</td>
<td></td>
</tr>
<tr>
<td>Septic Inspection/Rutan</td>
<td>$0.00</td>
<td>$400.00</td>
<td>$400.00</td>
<td></td>
</tr>
<tr>
<td>Oil Tank Inspection</td>
<td>$0.00</td>
<td>$350.00</td>
<td>$350.00</td>
<td></td>
</tr>
<tr>
<td>Home Inspections/Castle</td>
<td>$0.00</td>
<td>$439.00</td>
<td>$439.00</td>
<td></td>
</tr>
<tr>
<td>Soil Logs</td>
<td>$0.00</td>
<td>$50.00</td>
<td>$50.00</td>
<td></td>
</tr>
<tr>
<td>Renovations</td>
<td>$10,600.00</td>
<td>$10,600.00</td>
<td>$0.00</td>
<td></td>
</tr>
<tr>
<td>Furnace</td>
<td>$2,900.00</td>
<td>$2,900.00</td>
<td>$0.00</td>
<td></td>
</tr>
<tr>
<td>Fire Alarm</td>
<td>$3,945.00</td>
<td>$3,950.00</td>
<td>$5.00</td>
<td></td>
</tr>
<tr>
<td>Appliances</td>
<td>$597.00</td>
<td>$539.00</td>
<td>($58.00)</td>
<td></td>
</tr>
<tr>
<td><strong>Total Change Orders</strong></td>
<td><strong>$0.00</strong></td>
<td><strong>$0.00</strong></td>
<td><strong>$0.00</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Total Project Cost</strong></td>
<td><strong>$177,681.00</strong></td>
<td><strong>$177,024.32</strong></td>
<td><strong>($656.68)</strong></td>
<td></td>
</tr>
<tr>
<td>Received to date:</td>
<td><strong>$175,936.50</strong></td>
<td><strong>$175,936.50</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total Still Due:</strong></td>
<td><strong>$1,087.82</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Application for Capital Funding
The Arc Warren County Chapter, Inc.
319 W. Washington Avenue
Suite 2
Washington, N.J. 07882
Exhibit 1
Capital Funding Application
**AGENCY INFORMATION**

<table>
<thead>
<tr>
<th>Legal Name</th>
<th>The Arc, Warren County Chapter, Inc.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address</td>
<td>319 W. Washington, Ave., Suite 2, Washington, NJ 07882</td>
</tr>
<tr>
<td>Legislative District</td>
<td>23rd</td>
</tr>
<tr>
<td>County</td>
<td>Warren</td>
</tr>
<tr>
<td>Congressional District</td>
<td>5th</td>
</tr>
<tr>
<td>Telephone</td>
<td>908-689-7525</td>
</tr>
<tr>
<td>FEDERAL ID</td>
<td>22 6018 015</td>
</tr>
</tbody>
</table>

**PROPOSED FACILITY**

<table>
<thead>
<tr>
<th>Address</th>
<th>504 Route 173, Greenwich Twp., NJ</th>
</tr>
</thead>
<tbody>
<tr>
<td>Current Owner</td>
<td>Viola Mottino</td>
</tr>
<tr>
<td>Appraiser</td>
<td>Doug Pitchell</td>
</tr>
<tr>
<td>Realtor</td>
<td>Ann Foose</td>
</tr>
<tr>
<td>Asking Price</td>
<td>$159,900</td>
</tr>
<tr>
<td>Appraised At</td>
<td>$157,000</td>
</tr>
<tr>
<td>Closing Price</td>
<td>$155,000</td>
</tr>
<tr>
<td>Type Proposed</td>
<td>X</td>
</tr>
<tr>
<td>Group Home</td>
<td></td>
</tr>
<tr>
<td>Supervised Apt.</td>
<td></td>
</tr>
<tr>
<td>Other</td>
<td></td>
</tr>
<tr>
<td># of Residents</td>
<td>3</td>
</tr>
<tr>
<td>Ages</td>
<td>39 to 48</td>
</tr>
<tr>
<td>Ambulant</td>
<td>NO (limited ambulation)</td>
</tr>
<tr>
<td>Date Facility Sched.</td>
<td>9/1/99</td>
</tr>
<tr>
<td>Open</td>
<td></td>
</tr>
<tr>
<td>Projected Annual Operating Cost</td>
<td>$194,103.00</td>
</tr>
</tbody>
</table>

**BRIEF DESCRIPTION OF PROPOSED FACILITY AND NEIGHBORHOOD**

This is a 9 room bi-level located on a rural stretch of Route 173 in Greenwich Twp., Warren County - Blk 43, Lot 2. The lot is .69 acres. House is in good condition with aluminum siding, new kitchen and recently renovated bathrooms.
APPLICATION TO THE CAPITAL FACILITIES APPROVAL UNIT
FUNDS FOR PURCHASE, RENOVATION OR CONSTRUCTION

DIVISION: D.D.D.

SATURATION/NOTIFICATION

<table>
<thead>
<tr>
<th># OF COMMUNITY RESIDENCES IN MUNICIPALITY</th>
<th>0</th>
<th>4 miles</th>
</tr>
</thead>
<tbody>
<tr>
<td>MUNICIPALITY</td>
<td>Greenwich Twp.</td>
<td></td>
</tr>
<tr>
<td>COUNTY</td>
<td>Warren</td>
<td></td>
</tr>
<tr>
<td>LEGISLATIVE DISTRICT</td>
<td>23rd</td>
<td></td>
</tr>
</tbody>
</table>

DISTANCE TO NEAREST COMMUNITY RESIDENCE

MAYOR:

SENATOR:

ASSEMBLYMAN:

ASSEMBLYMAN:

SPATIAL COMPONENTS

GROSS SQUARE FOOTAGE: 1818

BEDROOMS: 11 x 9 (99)

15 x 12 (180)

15 x 11 (165)

11 x 9 (99)

LIVING ROOM: 210

KITCHEN: 88

DINING ROOM: 132

RECREATION ROOM: 288

NET SQUARE FOOTAGE (including bathroom & hallways):

1695

1

1

1

Office

BASEMENT:

EMP. HOUSING:

OTHER:

N/A
<table>
<thead>
<tr>
<th>Access to Public Transportation</th>
<th>Yes</th>
<th>3 miles</th>
<th>Distance to</th>
<th>Bus</th>
<th>Train</th>
</tr>
</thead>
<tbody>
<tr>
<td>Nearest Primary Health Care Facility</td>
<td>Warren Hospital</td>
<td>5 miles</td>
<td>Distance</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Nearest Emergency Health Care Facility</td>
<td>Warren Hospital</td>
<td>5 miles</td>
<td>Distance</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Nearest Community Based Support Facilities</td>
<td></td>
<td></td>
<td>Distance</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Description of Attachments

- Funds are being sought for
  - Purchase and renovation of property (see attached)
  - New construction (see attached)
  - Renovation only (see attached)
  - Pertinent documentation attached

- Copy of certificate of agency incorporation
- List of board of directors (trustees)
- Code of conduct statement (notarized)
- Copy of the board of directors resolution stating who is authorized to sign the contract (notarized)
- Copy of board of directors resolution authorizing the agency to execute and deliver to the department a promissory note and mortgage against the facility, notarized
- Copy of agreement of sale
- Evidence of the commitment and source of the agency's matching share of the costs, if applicable
- Copy of valid appraisal of the property
- Architectural plans
- Other documents as listed

Signature of authorized official: [Signature]
### APPLICATION TO THE CAPITAL FACILITIES APPROVAL UNIT FUNDS FOR PURCHASE, RENOVATION OR CONSTRUCTION

### NEW CONSTRUCTION

<table>
<thead>
<tr>
<th>Project Costs</th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Studies/Surveys</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Site Survey/Soil Invest.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Architect/Engineer Fees</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Legal and Special Services</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Plans and Specifications</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Construction Contracts</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Total Project Cost**

**Amount Requested**

**Agency Match**

**Cost Per Client**

**Cost Per Square Ft.**

The proposed site for the land and building is to be (owned or leases)

### PURCHASE AND RENOVATION COSTS

<table>
<thead>
<tr>
<th>Purchase and Renovation Costs</th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Acquisition Costs</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Purchase Price</td>
<td>155,000</td>
<td>17,445</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Closing Cost</td>
<td>3,000</td>
<td>597</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Appraisal/Flood Plain</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Site Inspection</td>
<td>380</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Termite Inspection</td>
<td>59</td>
<td>177,681</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Architectural Fees</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Site Survey/Soil Survey</td>
<td>800</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Legal Fees</td>
<td></td>
<td>59,227</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other</td>
<td>400</td>
<td>97.73</td>
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<td></td>
</tr>
</tbody>
</table>

**Renovation Costs**

**Construction**

**Refrigeration**

**Other**

**Total Project Cost**

**Amount Requested**

**Agency Match**

**Cost Per Client**

**Cost Per Square Ft.**
You must have received renovation estimates from three different contractors. Please list them below and attach their estimates.

### Appliance

<table>
<thead>
<tr>
<th>NAME</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Howard's (refrigerator)</td>
<td>599</td>
</tr>
<tr>
<td>Trading Post</td>
<td>599</td>
</tr>
<tr>
<td>Dean's</td>
<td>597</td>
</tr>
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</table>

### Carpeting

<table>
<thead>
<tr>
<th>NAME</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Fire Alarm

<table>
<thead>
<tr>
<th>NAME</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fox Brothers</td>
<td>3950</td>
</tr>
<tr>
<td>Knight Protective Sys.</td>
<td>3925</td>
</tr>
<tr>
<td>A.D.T.</td>
<td>4725</td>
</tr>
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</table>

### Construction

<table>
<thead>
<tr>
<th>NAME</th>
<th>Amount</th>
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</thead>
<tbody>
<tr>
<td>Precision Construction</td>
<td>14035</td>
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<tr>
<td>Jeff Howell Home Improve.</td>
<td>10,600</td>
</tr>
<tr>
<td>Busher Construction</td>
<td>15,800</td>
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### Other

<table>
<thead>
<tr>
<th>NAME</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bowman Oil Co. (furnace)</td>
<td>2967</td>
</tr>
<tr>
<td>Link &amp; Son</td>
<td>2895</td>
</tr>
<tr>
<td>Huntington Oil</td>
<td>2900</td>
</tr>
</tbody>
</table>
ROBERT RUTAN
4288 Christian Spring Rd.
Nazareth, PA 18064
908-689-2902 • 610-614-0192

<table>
<thead>
<tr>
<th>QUAN.</th>
<th>DESCRIPTION</th>
<th>PRICE</th>
<th>AMOUNT</th>
</tr>
</thead>
</table>
**HUD-1 Uniform Settlement Statement**

**A. U.S. Department of Housing and Urban Development**

<table>
<thead>
<tr>
<th>B. Type of Loan</th>
<th>Settlement Statement</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. FHA</td>
<td>5. File Number:</td>
</tr>
<tr>
<td>2. VA</td>
<td>T. Loan Number:</td>
</tr>
<tr>
<td>3. CONV. UNITS</td>
<td>6. Mortgage Insurance Case Number:</td>
</tr>
</tbody>
</table>

**C. Notes:** This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.

**D. Name and Address of Borrower:**

The Arc of Warren County Chapter, Inc.
P.O. Box 42
Washington, NJ 07882

**E. Name, Address and TIN of Seller:**

Viola Matlina and Angelo Micciulla, Jr.
2 Xavier Court
Lakehurst, NJ 08733

**F. Name and Address of Lender:**

State of New Jersey
Department of Human Services
222 S. Warren St.
Trenton, NJ 08625

**G. Property Location:**

504 County Route 173
Greenwich Twp.
Stewartsville, NJ 08886

**H. Settlement Agent, Name, Address and TIN:**

Christopher M. Troxell, Esquire
235 Frost Avenue, Phillipsburg, NJ 08865

**I. Settlement Date:**

12/17/99

---

**J. Summary of Borrower’s Transaction**

| 100. Gross Amount Due from Borrower: | 155,000.00 |
| 101. Contract sales price | 155,000.00 |
| 102. Personal property | 2,387.00 |
| 103. Settlement charges to borrower (line 100) | 2,387.00 |
| 104. | |
| 105. Adjustments for items paid by seller in advance | |
| 106. City/town taxes 12/17/99 to 12/31/99 | 109.32 |
| 107. County taxes | |
| 108. Assessments | |
| 109. | |
| 110. | |
| 111. | |
| 112. | |
| 120. Grossamt. Due from Borrower | 157,496.32 |

**K. Summary of Seller’s Transaction**

| 400. Gross Amount Due to Seller: | 155,000.00 |
| 401. Contract sales price | 155,000.00 |
| 402. Personal property | 2,387.00 |
| 403. | |
| 404. | |
| 405. Adjustments for items paid by seller in advance | |
| 406. City/town taxes 12/17/99 to 12/31/99 | 109.32 |
| 407. County taxes | |
| 408. Assessments | |
| 409. | |
| 410. | |
| 411. | |
| 412. | |
| 420. Gross Amount Due to Seller | 155,109.32 |

**L. Amounts Paid by or in Behalf of Borrower:**

| 500. Reructions in Amount Due to Seller: | 100.00 |
| 501. Excess deposit (see instructions) | 100.00 |
| 502. Settlement charges to seller (Line 100) | 9,870.00 |
| 503. Existing liens taken subject to | |
| 504. Payoff of first mortgage loan | 133,087.53 |
| 505. Payoff of second mortgage loan | |
| 506. | |
| 507. | |
| 508. Escrow for Septic | 12,000.00 |
| 509. | |

**M. Adjustments for Items Unpaid by Seller:**

| 600. Cash at Settlement From/To Borrower | 155,109.32 |
| 601. Gross amount due to seller (Line 260) | 155,109.32 |
| 602. Less reduction in amount due seller (Line 260) | 155,057.53 |
| 603. Cash (2) To (3) From Seller | 517.99 |

---

The information contained in Blocks E, G, H and I and on Line 401 or, if line 401 is unraveled, Lines 402 and 404 is important tax information and is being furnished to the Internal Revenue Service. If you are required to file a return, a negligence penalty or other sanctions will be imposed on you if this item is required to be reported and the IRS determines that it has not been reported. If this real estate is your principal residence, file Form 2119, Sale or Exchange of Principal Residence, for any gain, with your income tax return; for other transactions, complete the applicable parts of Form 4797, Form 8822 and/or Schedule D (Form 1040). You are required to provide the settlement agent (named above) with your correct taxpayer identification number. If you do not provide the settlement agent with your correct taxpayer identification number, you may be subject to civil or criminal penalties imposed by law. Under penalties of perjury, I certify that the number shown on this statement is my correct taxpayer identification number.
**SETTLEMENT CHARGES**

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
<th>Paid From</th>
<th>Note</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Total Sales/Broker's Commission</td>
<td>$155,000.00@ 6.00% = $9,300.00</td>
<td>Borrower's Funds at Settlement</td>
<td></td>
</tr>
<tr>
<td>2. Commission paid at settlement</td>
<td>$9,300.00</td>
<td>Seller's Funds at Settlement</td>
<td></td>
</tr>
</tbody>
</table>

**Items Payable in Connection with Loan**

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>3. Loan Origination Fee</td>
<td>%</td>
</tr>
<tr>
<td>4. Loan Discount</td>
<td>%</td>
</tr>
<tr>
<td>5. Appraisal Fee</td>
<td>to</td>
</tr>
<tr>
<td>6. Credit Report</td>
<td>to</td>
</tr>
<tr>
<td>7. Lender's Inspection Fee</td>
<td>to</td>
</tr>
<tr>
<td>8. Mortgage Insurance Application Fee</td>
<td>to</td>
</tr>
<tr>
<td>9. Assumption Fee</td>
<td>to</td>
</tr>
</tbody>
</table>

**Items Required by Lender to Be Paid in Advance**

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
<th>Per</th>
</tr>
</thead>
<tbody>
<tr>
<td>10. Interest from to</td>
<td>$</td>
<td>/day</td>
</tr>
<tr>
<td>11. Hazard Insurance Premium for</td>
<td>months to</td>
<td>(POC)</td>
</tr>
<tr>
<td>12. Mortgage Insurance Premium for</td>
<td>years to</td>
<td></td>
</tr>
</tbody>
</table>

**Reserves Deposited with Lender**

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
<th>Per</th>
</tr>
</thead>
<tbody>
<tr>
<td>13. Hazard Insurance</td>
<td>months @ $</td>
<td>per month</td>
</tr>
<tr>
<td>14. Mortgage Insurance</td>
<td>months @ $</td>
<td>per month</td>
</tr>
<tr>
<td>15. City property taxes</td>
<td>months @ $</td>
<td>per month</td>
</tr>
<tr>
<td>16. County property taxes</td>
<td>months @ $</td>
<td>per month</td>
</tr>
<tr>
<td>17. Annual assessments</td>
<td>months @ $</td>
<td>per month</td>
</tr>
</tbody>
</table>

**Title Charges**

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>18. Title insurance</td>
<td>to Prentice Lawyer Service</td>
</tr>
</tbody>
</table>

**Government Recording and Transfer Charges**

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>19. Recording fees:</td>
<td>$22.00 ; Mortgage $21.00 Release</td>
</tr>
<tr>
<td>20. City/county tax/stamps</td>
<td>$</td>
</tr>
<tr>
<td>21. State tax/stamps</td>
<td>$</td>
</tr>
<tr>
<td>22. Realty Transfer Fee</td>
<td></td>
</tr>
</tbody>
</table>

**Additional Settlement Charges**

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>23. Survey to</td>
<td>Richard L. Schreiter, PLS</td>
</tr>
<tr>
<td>24. Post inspection</td>
<td>Gastle Real Estate Inspections, Inc. (POC)</td>
</tr>
<tr>
<td>25. Notice of Settlement</td>
<td></td>
</tr>
</tbody>
</table>

**Total Settlement Charges**

| Amount | $2,387.00 |

**Certification**

I have reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.

Christopher M. Troxell, Esquire
Settlement Agent

December 17, 1999

WARNING: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can be

To the best of my knowledge the HUD-1 Settlement Statement which I have prepared is a true and accurate statement of the funds which were received and have been or will be disbursed by the undersigned as part of the settlement of the transaction.

Christopher M. Troxell, Esquire
Settlement Agent

Angela Mcculloch, Jr.

To the best of my knowledge the HUD-1 Settlement Statement which I have prepared is a true and accurate statement of the funds which were received and have been or will be disbursed by the undersigned as part of the settlement of the transaction.

Christopher M. Troxell, Esquire
Settlement Agent

December 17, 1999

WARNING: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can be
INVOICE

Pitchell Appraisal & Research Assoc.
158 North 8th Street
Kenilworth, New Jersey 07033-1127
(908) 709-8988, FAX (908) 709-4087

Date: 5/11/99
Invoice No: 20-G-260
File No: 20-G-260
Client No: 172
Job Id: 20-G-260

Bill to: Warren County ARC
c/o John Whitehead
P.O. Box 42
Washington, NJ 07882

Itemized Fees

Description: Single family appraisal

Amount: 300.00

Total Amount: 300.00
Amount Paid: 300.00
Balance Due: 300.00

Thank You
To: THE ARC WARREN COUNTY
CHAPTR
319 W. WASHINGTON AVE
SUITE #2
PO BOX 42 WASHINGTON
NJ 07982

Date 10-20-94
Account No. 1009102A

Invoice No. Description Due Date Amount

OIL TANK LEAK TESTING 350-

Remit to:
MR. JOHN WHITCHEARD

From: HOME ANALYSIS
1800-8406904

Invoice No. Amount Paid

Paid in full
check # 206

Current Past Due 1-30 days Past Due 31-60 days Past Due over 61 days

Total Balance 350-

Amount
Remitted $350-

If paying by invoice, please check
individual invoices paid.

Thank You!
<table>
<thead>
<tr>
<th>Description</th>
<th>Rate</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Home Inspection on 504 Rt. 173 Greenwich Township, NJ</td>
<td>240.00</td>
<td>240.00</td>
</tr>
<tr>
<td>Radon Test</td>
<td>50.00</td>
<td>50.00</td>
</tr>
<tr>
<td>Termite Inspection</td>
<td>59.00</td>
<td>59.00</td>
</tr>
<tr>
<td>Water Analysis - Chem 5</td>
<td>90.00</td>
<td>90.00</td>
</tr>
</tbody>
</table>

**Subtotal** | **439.00**

**Subtotal** | **0.00**

**Grand Total** | **439.00**
Estimate for requested repairs:

1. Tear down and remove existing deck
2. Dig and pour footings for new deck
3. Construct new 12 x 16 pressure treated deck
4. Construct new deck stairs/bi level with landing and double rail
5. Install 250 linear feet chain link fence with two gates
6. Construct walls around furnace with lower door
7. Tear out existing closet in office and patch walls
8. Fill gap behind kitchen counter top
9. Replace door lock on downstairs slider
10. Paint panelling in . with fire proof paint
11. Replace all broken glass windows
12. Install 3 handrails in front stairwell
13. Replace 4 mirrored closet doors with wood doors
14. Install 1/2 door at top of stairwell
15. Install GFI receptacles in bathrooms
16. Replace back door
17. Secure vanity and top in down stairs bathroom
18. Install new trap under kitchen sink
19. Rewire closet light in front bedroom
20. Repair or replace trap in upstairs bathroom
21. Install junction box and cover plate
22. Repair attic access
23. Disconnect coach light and install new fixture over garage
24. Clean gutters

Payment to be made as follows:
1/2 down $5,300.00
1/2 upon completion $5,300.00
Total Price $10,600.00

Contract Expires: August 11, 1999

Please make checks payable to Jeff Howell
<table>
<thead>
<tr>
<th>Date</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>02/18/2000</td>
<td>Instillation of Weil McLain high efficiency Cast-iron, oil fired boiler &amp; removal of oil boiler inc. permits &amp; inspections.</td>
<td>2,900.00</td>
</tr>
</tbody>
</table>

**INVOICE SUB-TOTAL:**

<table>
<thead>
<tr>
<th></th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>2,900.00</td>
</tr>
</tbody>
</table>

**HUNTINGTON OIL CO., INC.**

10743

On balances of 30 days or over we will compute a finance charge of 1.50% per month, which is 18.0% annual percentage rate.

<table>
<thead>
<tr>
<th>PAY THIS AMOUNT</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>2,900.00</td>
</tr>
<tr>
<td>Description</td>
<td>Amount</td>
</tr>
<tr>
<td>----------------------------------------------------------------------------</td>
<td>------------</td>
</tr>
<tr>
<td>Installation of fire alarm system at 504 Route 173, Bloomsbury, NJ</td>
<td>$3,950.00</td>
</tr>
<tr>
<td>Central monitoring of alarm signals</td>
<td></td>
</tr>
<tr>
<td>@ $35.00/month for 12 months from 5/15/00 to 6/1/01</td>
<td>$242.50</td>
</tr>
<tr>
<td>PA State Tax on monitoring only</td>
<td>$15.75</td>
</tr>
<tr>
<td>TOTAL DUE:</td>
<td>$4,413.75</td>
</tr>
</tbody>
</table>

Reorder item X782 Grayson, P.O. Box 2944, Hartford, CT 06104-2944
KSECJ, 1982. Printed in U.S.A.
# INVOICE

**INVOICE NUMBER**: 25322

**CUSTOMER NUMBER**: 

**PAGE NUMBER**: 

---

**BILL TO**

A.R.C.
WARREN UNIT
BOX 42
WASHINGTON, N.J. 07882

**SHIP TO**

A.R.C.
504 ROUTE 173
STEWARDVILLE, N.J.
(JOHN OR KAREN 689-4073)

---

<table>
<thead>
<tr>
<th>INVOICE DATE</th>
<th>PURCHASE ORDER NUMBER</th>
<th>PAYMENT TERMS</th>
<th>ORDER DATE</th>
<th>SALESPEOPLE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1/20/2000</td>
<td>JOHN</td>
<td>10 DAYS</td>
<td>JR</td>
<td></td>
</tr>
</tbody>
</table>

**SHIP VIA**

**F.O.B.**

**TODAY CALL**

**REF**

---

<table>
<thead>
<tr>
<th>QUANTITY ORDERED</th>
<th>QTY. SHIPPED</th>
<th>ITEM NUMBER</th>
<th>QUANTITY BACKORDERED</th>
<th>DESCRIPTION</th>
<th>UNIT PRICE</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>1</td>
<td>CTX18GACWW</td>
<td>1</td>
<td>HOTPOINT REF</td>
<td>539.00</td>
<td>539.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>NJ SALES TAX</td>
<td>6.00%</td>
<td>0.00</td>
</tr>
</tbody>
</table>

---

**Terms are net cash - 2% per month carrying charge after 10 days**

---

**Henry Shaw**

**Date**: 1-20-00

**$539.00**

---

*Estimates are for labor only, material additional. We will not be responsible for loss, or damage caused by fire, theft, testing or any other causes beyond our control.*

---

*The merchandise you have ordered is promised for delivery to you on or before:*
**Department of Community Affairs**  
**Council on Affordable Housing**  
**Supportive and Special Needs Housing Survey**

**Municipality:** Greenwich  
**County:** Warren  
**Developer:**  
**Street Address:** 504 Route 173

**Block:** 43  
**Lot:** 2  
**Facility Name:** The Arc, Warren Cty., Greenwich Group Home

### Section 1: Type of Facility
- [ ] Licensed Group Home
- [ ] Transitional facility for the homeless (not eligible for credit as affordable housing after June 2, 2008)
- [ ] Residential health care facility (licensed by NJ Dept. of Community Affairs or DHSS)
- [ ] Permanent supportive housing
- [ ] Supportive shared housing
- [ ] Other – Please Specify: ________________________________

### Section 2: Sources and amount of funding committed to the project
- [ ] Capital Application Funding Unit $________
- [ ] HMFA Special Needs Housing Trust $________
- [ ] Balanced Housing – Amount $________
- [ ] HUD – Amount $________ Program
- [ ] Federal Home Loan Bank – Amount $________
- [ ] Farmes Home Administration – Amount $________
- [ ] Development fees – Amount $________
- [ ] Bank financing – Amount $________
- [ ] Other – Amount $________ Program

- [ ] For proposed projects, please submit a pro forma
- [ ] Municipal resolution to commit funding, if applicable
- [ ] Award letter/financing commitment (proposed new construction projects only)

### Section 3: For all facilities other than permanent supportive housing

- Total # of bedrooms reserved for:  
  - Very low-income clients/households ________
  - Low-income clients/households ________
  - Moderate-income clients/households ________
  - Market-income clients/households ________

### Section 4: For permanent supportive housing

- Total # of units ________ including:  
  - # of very low-income units ________
  - # of low-income units ________
  - # of moderate-income units ________
  - # of market-income units ________

### Section 5: Length of Controls
- Length of Controls: ________ years
- Effective Date of Controls: Indefinite
- Expiration Date of Controls: Indefinite
- Average Length of Stay: ________ months (transitional facilities only)

### Section 6: CO Date
- CO Date:  
- Initial License Date: 8/31/2015
- Current License Date: 8/31/2015

### Section 7: Has the project received project-based rental assistance?  
- [ ] Yes  [ ] No  
- Length of commitment: ________ years
- Other operating subsidy sources: ________  
- Length of commitment: ________ years
- Is the subsidy renewable?  
- [ ] Yes  [ ] No

### Section 8: The following verification is attached:
- [ ] Copy of deed restriction or mortgage and/or mortgage note with deed restriction (30-year minimum, HUD, FHA, FHLB, UHAC deed restriction, etc.)
- [ ] Copy of Capital Application Funding Unit (CAFU) or DHS Capital Application Letter (20 year minimum, no deed restriction required)

### Section 9: Residents 18 yrs or older?  
- [ ] Yes  [ ] No
- Age-restricted?  
- [ ] Yes  [ ] No
- Population Served (describe): Intellectual and Developmental Disabilities
- Accessible (in accordance with NJ Barrier Free Subcode)?  
- [ ] Yes  [ ] No

### Section 10: Affirmative Marketing Strategy (check all that apply):
- [ ] DOD/DMHS/DHSS waiting list
- [ ] Affirmative Marketing Plan approved by the Council’s executive Director

**CERTIFICATIONS**

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

Certified by:  
Bonnie Hill  
Project Administrator  
4/10/2015

Certified by:  
Municipal Housing Liaison  
Date

* New Jersey Is An Equal Opportunity Employer *
State of New Jersey
Department of Human Services
Office of Licensing

LICENSE
ARC - Warren County
319 West Washington Ave
Washington, NJ 07882

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

Group Home Developmental Disability
for 3 individuals
at
504 ROUTE 173
STEWARTSVILLE, NJ 08886

This License is effective from 08/31/2014 to 08/31/2015

Jennifer Velez, Commissioner
Department of Human Services
Randy Fixman

From: Bonnie Hill <bhill@arcwarren.org>
Sent: Friday, May 15, 2015 12:20 PM
To: Randy Fixman
Subject: RE: Greenwich- 504 Rt. 173

Here you go, Randy!
Take care,
Bonnie

From: Robert Pruznick
Sent: Wednesday, May 6, 2015 2:13 PM
To: Bonnie Hill
Subject: RE: Greenwich- 504 Rt. 173

The Division has been requiring us to extend the lien another 20 years when the initial period ends.

From: Bonnie Hill
Sent: Wednesday, May 06, 2015 11:34 AM
To: Robert Pruznick
Subject: FW: Greenwich- 504 Rt. 173

Bob,
Can you please get back to me on the question posed in Randy’s email below?

*Beyond the initial 20 years required by DDD capital funding, does the control only last as long as you receive DDD operational funding?*

I will await your response.

Thank you,
Bonnie

From: Randy Fixman [mailto:rfixman@cchnj.com]
Sent: Monday, May 4, 2015 5:06 PM
To: Bonnie Hill
Subject: Greenwich- 504 Rt. 173

Dear Bonnie,

Thank you for mailing the information I requested for ARC’s facility in Greenwich; I received the documents today. My only follow-up question at this time is the source of the indefinite affordability control you list on the group home survey. Beyond the initial 20 years required by DDD capital funding, does the control only last as long as you receive DDD operational funding? Thank you for your continued assistance.

Sincerely,

Randy Fixman
This transmittal and attachments may be a confidential communication and may otherwise be privileged and/or confidential. If you are not the intended recipient, you are hereby notified that you have received this transmittal in error; any review, dissemination, distribution or copying of this transmittal is strictly prohibited. If you have received this transmittal and/or attachments in error, please notify us immediately by reply or telephone us at 609-883-8383 and immediately delete this message and all its attachments.

Thank you.

Please consider the environment before printing this email.
8. Dumont Road Documentation
AFFORDABLE HOUSING AGREEMENT

DUMONT ROAD AFFORDABLE HOUSING DEVELOPMENT

This AFFORDABLE HOUSING AGREEMENT (this "Agreement") is made and entered into as of the 21st day of February, 2019 by and between the TOWNSHIP OF GREENWICH, in Warren County, a municipal corporation of the State of New Jersey (the "Township"), with an address of 321 Greenwich Street, Stewartsville, NJ 08886, and GREENWICH DUMONT URBAN RENEWAL ASSOCIATES, LLC, a New Jersey limited liability company (the "URE"), with an address at 5 Powell Lane, Collingswood, New Jersey 08108.

RECITALS:

WHEREAS, the URE is the Township-designated developer of a certain parcel of land within the Township of Greenwich identified as Block 26, Lot 2 on the official tax map of the Township (the "Property"), as more thoroughly described on Exhibit A attached hereto; and

WHEREAS, the URE intends to develop 66 units of affordable family rental housing on the Property, together with such other improvements as may be necessary such as leasing offices, community meeting space, landscaping, curbing, and paving (the "Development"); and

WHEREAS, in connection with its ongoing efforts to satisfy the obligations of New Jersey's Fair Housing Act and the judicial requirements of the Mount Laurel Doctrine, which are currently under the jurisdiction of Superior Court of New Jersey (Vicinage 13) in furtherance of the decision of the New Jersey Supreme Court known as Mount Laurel IV (In the Matter of the Adoption of N.J.A.C. 5:96 and 5:97 by the New Jersey Council on Affordable Housing, 221 N.J. 1 (2015)), the Township has deemed it appropriate to take certain actions in support of the Development as further described herein;

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the parties hereto covenant and agree as follows:

ARTICLE I

DEFINITIONS

Section 1.1. Definitions. Certain terms used in this Agreement are defined in this Section or other portions of this Agreement by reference to other documents. Each term defined shall have the meaning given it unless the context clearly indicates otherwise. The following terms are defined in this Section:

(a) "Agreement" shall mean this Affordable Housing Agreement, as it may be amended or modified from time to time;
(b) "Event of Default" shall have the meaning set forth in Section 7.1 of this Agreement;

(c) "Federal and State Regulations" shall mean any federal and/or state regulations which may apply to the Development from time to time;

(d) "Forced Delay" shall mean delay or delays due to: war; insurrection; strikes; riots; floods; earthquakes; acts of God; fires; casualties; governmental restrictions; litigation; acts or failures to act of any public or governmental agency or entity not attributable solely to the URE or affiliates of the URE; or any other causes beyond the control or without the fault of the party claiming an extension of time to perform;

(e) "Plans and Specifications" shall mean those plans and specifications that will be developed for the construction of the Development as they may be amended from time to time and as approved by the Township construction official;

(f) "Development" shall mean the URE’s interest in the Property and the construction of approximately 66 affordable family rental units to be used and maintained in accordance with Section 42 of the Internal Revenue Code; and

(g) "Tax Credit Closing" shall have the meaning set forth in Section 4.1 of this Agreement.

Section 1.2. Headings. The headings of this Agreement are for convenience only and shall not define or limit the provisions of this Agreement.

ARTICLE II

REPRESENTATIONS AND COVENANTS

Section 2.1. Representations and Covenants of the URE. The URE represents and covenants that: (a) it is a duly organized and validly existing limited liability company under the laws of the State of New Jersey; (b) to the best of the URE’s knowledge, it is not in violation of or in conflict with any applicable provisions of the laws of the State of New Jersey or any other agreement related to the Development which would impair its ability to carry out its obligations under this Agreement; (c) it is empowered to enter into the transactions contemplated by this Agreement; (d) it has duly authorized the execution, delivery, and performance of this Agreement; (e) there is no litigation or proceeding pending, or to the knowledge of the URE threatened, against the URE or to the knowledge of the URE, any other person affecting in any material manner whatsoever the right of the URE to execute this Agreement or to otherwise comply with its obligations contained in this Agreement; and (f) when executed by duly authorized officers, this Agreement will be binding upon the URE and enforceable in accordance with its terms; and (g) it intends to enter into a construction contract in connection with the construction and development of the Development, and that, other than the Municipal Property Contribution and the Municipal Sewer Contribution, the construction and development of the
Development shall be at the sole cost and expense of the URE through its own equity, loan proceeds, proceeds from the sale of low income housing tax credits, and such other sources as may be deemed necessary by the URE. The URE covenants and agrees that the Municipal Property Contribution shall be used only for the purposes permitted in this Agreement.

Section 2.2. Representations and Covenants of the Township. The Township represents and covenants that: (a) it is empowered to enter into the transactions contemplated by this Agreement; (b) it has duly authorized the execution, delivery and performance of this Agreement; (c) there is no litigation or proceeding pending, or to the knowledge of the Township threatened, against the Township or any other person affecting in any material manner whatsoever the right of the Township to execute this Agreement or to otherwise comply with its obligations contained in this Agreement; (d) it will cooperate in responding to reasonable requests for action in a prompt and timely manner in order to assist the URE in meeting its completion deadlines with respect to application for, and compliance with, the federal low-income housing tax credits for the Development; and (e) it will cooperate and transfer the rights in the necessary sewer capacity to serve the Development upon the URE meeting the terms and conditions stated below herein.

Section 2.3 Pre-Closing Property Testing. Prior to transfer of the Municipal Property Contribution and the Municipal Sewer Contribution to the URE in accordance with the terms of this Agreement, the URE and its representatives, contractors, and agents may from time to time access the Property to conduct due diligence inspections and perform testing (including soil borings and other invasive testing) provided the URE provides the Township with 24 hours’ prior notice of such inspections and testing, maintains, or causes its applicable affiliate to maintain, a policy of commercial general liability insurance in an amount of at least $1 million per claim for such activities naming Township as an additional insured, and promptly restores to its original condition any damage caused by such inspections or testing.

ARTICLE III

ADOPTION OF HOUSING ELEMENT AND FAIR SHARE PLAN

Section 3.1 Adoption of Housing Element and Fair Share Plan; Submission to Court

In connection with the Township’s settlement with Fair Share Housing Center ("FSHC") of the Township’s Mount Laurel IV declaratory judgment action titled In re: Township of Greenwich Compliance with Third Round Mount Laurel Obligations, Docket No. WRN-L-228-15, the Township agrees to include the Development in its Housing Element and Fair Share Plan ("HE&FSP") and to submit the HE&FSP to the Superior Court of New Jersey (Vicinage 13) for review and approval at a combined fairness and compliance hearing as required by the Third Amended Settlement Agreement entered into by the Township and FSHC dated January 22, 2019.
ARTICLE IV

OTHER TOWNSHIP RESPONSIBILITIES

Section 4.1. Municipal Property Contribution, Municipal Sewer Contribution: 30-Year PILOT.

(a) Subject to the URE's satisfaction of the conditions of this Agreement, the Township agrees to directly contribute the Property (the "Municipal Property Contribution") to the URE for one dollar ($1.00) to be used by the URE for the Development. Said Municipal Property Contribution shall be made to the URE at the closing of the tax credit financing for the URE (the "Tax Credit Closing"), provided the conditions set forth in Section 4.2, below, have been met. In connection with the Municipal Property Contribution, the Township shall execute and deliver to the URE a deed and such other documents as are necessary or customary in order to convey the Property to the URE.

(b) In connection with its support of the Development, the Township shall adopt a resolution of need for the Development and a resolution authorizing a 30-year payment in lieu of tax agreement ("PILOT") under the New Jersey Housing and Mortgage Finance Agency Law of 1983, N.J.S.A. 55:14K-1 et seq. (the "HMFA Law"), to grant an exemption for real estate taxes to housing projects that meet an existing housing need if the project's owner agrees to pay to the Township an annual charge (expected to be calculated based on 6.28% of project revenues) for municipal services supplied to the Development. Under the HMFA Law, such exemptions for real estate taxes typically remain in effect for the duration of the NJHMFA permanent mortgage which encumbers the property to which such tax exemption applies. The resolution of need and PILOT resolutions will be in substantially the forms attached hereto as Exhibits B and C, respectively.

(c) The Township shall cooperate with the URE to the extent necessary for the URE to establish "site control" with respect to the Property, as may be required by the New Jersey Housing and Mortgage Finance Agency ("NJHMFA"), or any other party, in connection with the Development.

(d) In connection with its support of the Development, the Township shall also convey to the URE for one dollar ($1.00) sufficient sewer capacity for the Development (the "Municipal Sewer Contribution") which shall be used by the URE in connection with the Development on the Property. The Township shall execute and deliver to the URE all such documents as are necessary or customary in order to convey the sewer capacity to the URE, and the URE shall not be required to pay any connection or other fees (other than usage fees at standard rates) as a condition to its connection to, or usage of, the Municipal Sewer Contribution.

Section 4.2. Conditions to Municipal Property Contribution and Municipal Sewer Contribution. The obligation of the Township to make the Municipal Property Contribution and
the Municipal Sewer Contribution to the URE shall be expressly conditioned upon the satisfaction of the following:

(a) The URE shall, as a result of the Municipal Property Contribution, be the fee-simple owner of the Property and shall have good and marketable title to same, subject only to non-monetary encumbrances that do not impair the ability of the Development to be developed for the purposes set forth herein, and subject to all mortgages and other deed restrictions required in connection with the financing of the Development;

(b) The URE shall, as a result of the Municipal Sewer Contribution, be the owner of sewer capacity sufficient to serve the Development.

(c) The Development shall have received all final major and minor site plan and subdivision approvals and zoning approvals required by the Township in connection with the development of the Development, which approvals the URE shall diligently pursue;

(d) The Development shall have received all approvals required by the County of Warren (if any) in connection with the development of the Development, including, but not limited to, the Warren County Planning Board and the Warren County Soil Conservation District;

(e) The Development shall have received all approvals required by the State of New Jersey or any department, agency or authority thereof, including, but not limited to the New Jersey Department of Environmental Protection, the New Jersey Department of Transportation, the New Jersey Highlands Council and the New Jersey Department of Community Affairs; and

(f) The Development shall have received an allocation of federal low-income housing tax credits ("Tax Credits") from the NJHMFA.

Section 4.3. Sale or Transfer. The Development shall not be sold or transferred without the prior written consent of the Township, which consent shall not be unreasonably withheld, subject to all statutory and regulatory requirements and conditions applicable to transfer of the Development. The URE agrees that the Township shall not be deemed unreasonable in refusing to consent to the sale or transfer of the Development if (a) the URE is in material default under this Agreement or the Federal and State Regulations, and such default has continued beyond any applicable cure period; (b) the Township reasonably believes that the risk of a breach of any covenant or agreement contained in this Agreement would be increased as a result of such sale or transfer; (c) the Township reasonably believes that the prospective transferee has insufficient experience or net worth to operate the Development in a manner satisfactory to the Township, or has willfully violated affordability or management covenants with the Township or other public agencies; or (d) the Township reasonably believes that such sale or transfer will result in the loss of the Development’s exemption from real estate taxes, without satisfactory payment or arrangement therefor. No such sale or transfer shall be effective until the transferee signs an assumption agreement that is acceptable to the Township and that obligates the transferee to keep all the covenants and agreements contained in this Agreement.
Notwithstanding anything to the contrary contained herein, the withdrawal, removal and/or replacement of the URE's managing member(s) for cause in accordance with the operating agreement of the URE which is in effect from time to time (the "Operating Agreement") shall not require the consent of the Township and shall not constitute a default under this Agreement; provided that the substitute managing member shall assume all of the rights and obligations of the removed managing member under this Agreement and the Federal and State Regulations.

Notwithstanding anything to the contrary contained herein, the replacement of the URE as a result of the foreclosure of the NJHMFA or other mortgagee shall not require the consent of the Township and shall not constitute a default under this Agreement, provided that, the replacement entity signs an assumption agreement that obligates it to keep all the covenants and agreements contained in this Agreement and/or the Financing, Deed Restriction and Regulatory Agreement that will be recorded in connection with the NJHMFA first mortgage (as applicable).

Section 4.4. Alteration of Development Improvements. No improvements or capital equipment built or installed pursuant to the Plans and Specifications for the Development shall be removed, demolished, or materially altered (other than in the course of construction and operation of the Development), without prior written consent of the Township, such consent not to be unreasonably withheld, except that the URE shall have the right, without such consent, to remove and replace such equipment as from time to time may become worn out or obsolete. Notwithstanding the foregoing, the URE shall have the right to reconstruct the Development after a casualty.

Section 4.5. Closing Costs. The URE shall pay all title-related closing costs in connection with the closing of the Municipal Property Contribution, including but not limited to, title and title insurance costs, filing and recording costs, and escrow costs. The Township shall not be liable for any closing costs (whether in-house or third party) which are incurred by the URE in connection with the closing of (i) the Tax Credits and/or (ii) any mortgage loans to be made in connection with the Development. Notwithstanding the foregoing, each party shall be responsible for its own legal and professional costs incurred in connection with the closing of the Municipal Property Contribution and the Municipal Sewer Contribution.

Section 4.6. Use of the Property and Sewer Capacity for Affordable Housing Development Only. In accordance with the requirements of N.J.S.A. 40A:12-21(l), the Municipal Property Contribution as well as the Municipal Sewer Contribution can be used for a low and moderate income person or family development only. In the event the Property ceases to be used for these purposes, and the Township does not agree to waive or release this limitation pursuant to N.J.S.A. 40:60-51.2, title to the Property and title to the sewer capacity shall revert to the Township unless the URE (a) continues to use the Development as housing for low and moderate income persons or families; or (b) agrees to pay the Township for the fair market value of the Property and the sewer capacity at that time. For the avoidance of doubt, any calculation of the fair market value of the Property shall expressly exclude the value of any improvements located thereon, and shall be calculated based on land value only. At the time the Property is transferred to the URE, the deed conveying the Property to the URE shall, except to the extent prohibited by the URE's lender or investor, contain a description of the reverter as described in this Section 4.6.
ARTICLE V

TIMING OF CONSTRUCTION

Section 5.1. Timing of Construction. Subject to the satisfaction of the requirements set forth in Section 4.2 above and such other conditions to the Tax Credit Closing as may be applicable, the URE shall use commercially reasonable efforts to commence construction of the Development on or before July 1, 2021 or, if the URE is not awarded 9% tax credits for its 2020 tax credit application, such later date to be mutually agreed upon by the parties hereto.

ARTICLE VI

REGULATORY TERMS AND CONDITIONS

Section 6.1. Limitation on the Township’s Obligation. The Township shall not be liable under this Agreement to the URE or any other party for the completion of, or failure to complete, any activities which are part of the Development except the making of the Municipal Property Contribution, the Municipal Sewer Contribution and the administration of its responsibilities pursuant to this Agreement.

Section 6.2. Equal Opportunity. During the construction of the Development, the URE shall not discriminate on the basis of race, color, creed, religion, sex, sexual orientation, age, disability, marital status, condition of Acquired Immune Deficiency Syndrome (AIDS) or AIDS-related complex, national origin or ancestry in the hiring, firing, promoting, or demoting, of any person engaged in the construction work.

Section 6.3 Maintenance of the Development. The URE shall maintain the Development in good condition and in compliance with all applicable health, safety, building, fire, zoning, subdivision, and environmental laws, regulations, codes and ordinances.

ARTICLE VII

DEFAULT AND REMEDIES

Section 7.1. Events of Default. Each of the following shall constitute an “Event of Default” hereunder:

(a) Failure of the URE or the Township to materially comply with terms, provisions, or conditions of this Agreement and failure to cure the same within thirty (30) days of receipt of written notice by the non-defaulting party specifying such failure (or if such failure to perform cannot be cured within thirty (30) days, failure to commence cure within thirty (30) days after receipt of such notice and thereafter diligently pursue such cure within 90 days after receipt of such notice);
(b) Failure of the URE or the Township to pay any amounts due hereunder or failure by the Township to make the Municipal Property Contribution or the Municipal Sewer Contribution upon the satisfaction of the applicable requirements of Section 4.2 above, if, in any event, such default continues after ten (10) days following the defaulting party’s receipt of written notice by the non-defaulting party, subject to all applicable notice and cure periods;

(c) Abandonment, cessation, or delay of construction (other than for Forced Delay) for more than ninety consecutive (90) days;

(d) Except as may be expressly contemplated herein, an attachment of the interest of the URE in the Property or the Development or the filing of any legal, equitable, or administrative action, not adequately insured, bonded over, dismissed, or adjudicated within 120 days to the reasonable satisfaction of the Township, the effect of any of which would have a material adverse impact on: (1) the URE’s title to, or use of, the Development; (2) the URE’s right to construct the Development; or (3) the right of the URE to use and occupy the entire Development for its intended purposes;

(e) The filing of any voluntary petition in bankruptcy court or otherwise seeking relief from creditors by or against the URE or the URE’s managing member or the filing of any involuntary petition in bankruptcy not dismissed within ninety (90) days of the date of filing, unless with respect to the managing member of the URE, the managing member is replaced without the necessity of obtaining consent from the Township, with the investor member or any affiliate thereof;

(f) The URE shall make an assignment for the benefit of creditors, or shall submit in writing its inability to pay its debts generally as they become due;

(g) The URE consents to, or acquiesces in, the appointment of a receiver, liquidator, or trustee of itself or of the whole or any substantial part of its properties or assets or a court of competent jurisdiction enters an order, judgment or decree appointing a receiver, liquidator or trustee of the URE, or of the whole or any substantial part of the property or assets of the URE, and such order, judgment or decree shall remain unvacated or not set aside or unstayed for one hundred twenty (120) days;

(h) Misrepresentation or misstatement of fact when made in any written document and/or written agreement by the URE or any of its managing members to the Township that has a material adverse effect on the Township;

(i) Sale or transfer of the Development by the URE in violation of Section 4.3 hereof.

Section 7.2. Remedies. Upon the occurrence and during the continuance of an Event of Default under this Agreement,
(a) If the defaulting party is the URE, then the Township shall have the right to institute appropriate proceedings to specifically enforce performance hereof;

(b) If the defaulting party is the Township, then the URE shall have the right to institute appropriate proceedings to specifically enforce the performance hereof and pursue all other rights remedies available at law or in equity.

Section 7.3. Attorney’s Fees and Costs. In the event of a dispute hereunder, the prevailing party shall be entitled to reasonable attorney’s fees and all other reasonable costs and expenses incurred in connection with the adjudication of such dispute.

Section 7.4. Right to Cure Defaults. In the event of a default under this Agreement where no timeline for cure is given, the defaulting party shall have 90 days from the date of the receipt of written notice of default to cure such default.

ARTICLE VIII

MISCELLANEOUS PROVISIONS

Section 8.1. Agreement Term.

(a) The term of this Agreement shall commence upon the date hereof and, subject to earlier termination (including, without limitation, pursuant to the terms of this Section 8.1, as otherwise provided under this Agreement, or on such date as mutually agreed upon by the parties hereto), terminate on the date on which the NJHMFA Financing, Deed Restriction and Regulatory Agreement shall terminate.

(b) The URE agrees to exert commercially reasonable efforts to diligently pursue an award of 9% tax credits for the Development for two (2) annual rounds. If it does not obtain an award of 9% tax credits after two (2) annual rounds, or should the regulations applicable to the tax credits change such that the Development would become non-competitive as a result, then the parties agree, at such time, that the URE shall notify the Township of same, and the parties shall discuss alternative financing options for the Development, such as, for example (but without limitation), seeking 4% tax credits for the Development or continuing to pursue 9% tax credits for the Development, prior to agreeing to terminate this Agreement. If, after good faith discussions between the parties, the parties are unable to reach agreement on alternative financing options, either party may terminate this Agreement upon sixty (60) days’ prior written notice to the other party.

Section 8.2. Hold the Township Harmless from Claims. The URE hereby agrees to defend and hold the Township harmless from and against any and all claims, actions, damages, liability and expense, including attorney’s fees, in connection with any loss of life, personal injury, damage to property, breach of contract or any other claims, actions, or damages arising from or out of the construction or operation of the Development by the URE other than and to the extent of those caused by the willful actions or negligence of the Township. The URE’s
obligations under this Section 8.2 shall terminate upon the issuance of final Certificates of Occupancy for the Development by the Township. This provision shall survive the termination of this Agreement.

During the term of this Agreement, the Township and the URE shall each maintain general liability insurance of not less than $1 million per occurrence combined single limit with excess umbrella liability coverage of not less than $5 million. This provision shall survive the termination of this Agreement.

Section 8.3. Notices. All notices given in connection herewith shall be deemed effective upon receipt (as evidenced by the U.S. Mail return receipt or commercial delivery service receipt) or refusal to accept delivery, and shall be given by personal delivery, express overnight delivery service, or placed in the U.S. Mail, registered, with return receipt requested, and postage prepaid. Any of the following parties may effect a change of address for notice purposes by written notice thereof to all of the other following parties:

If to the URE: M. Brad Ingerman, CEO
c/o The Ingerman Group
5 Powell Lane
Collingswood, NJ 08108

or to such other address as the URE may hereafter designate in writing,

with copies to: Geoffrey Long, Development Principal
c/o The Ingerman Group
5 Powell Lane
Collingswood, NJ 08108

and: Ronen L. Mitra, General Counsel
c/o The Ingerman Group
5 Powell Lane
Collingswood, NJ 08108

If to the Township: Township of Greenwich
321 Greenwich Street,
Stewartsville, NJ 08886
Attn: Municipal Clerk

With a copy to: Jonathan E. Drill, Esq.
Stickel, Koenig, Sullivan & Drill, LLC
571 Pompton Avenue
Cedar Grove NJ, 07009

If to NJHMFA: New Jersey Housing and Mortgage Finance Agency
PO Box 18550
Trenton, NJ 08650-2085
Attn: Director of Regulatory Affairs

The Township shall also provide copies of all notices given in connection herewith to the Investor and its counsel to the extent that they provide written notice to the Township of their contact information.

Section 8.4. Entire Agreement. This Agreement, including the Exhibits incorporated herein, expresses the entire understanding and agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior understandings, agreements, representations, or arrangements, oral or written, between the parties hereto relating to the subject matter of this Agreement, all of which are merged into this Agreement.

Section 8.5. Severability. Each provision of this Agreement is intended to be severable to the extent that such Severability does not materially affect the basic understanding of the parties as reflected in this Agreement. In the event that any one or more provisions contained in this Agreement shall be held to be invalid, illegal, or unenforceable in any respect by a final, non-appealable decision of a court of competent jurisdiction, the same shall not invalidate or otherwise affect any other provision of this Agreement, and this Agreement shall be construed as if such an invalid, illegal, or unenforceable provision had never been contained herein, provided such Severability does not materially affect the basic understanding of the parties as reflected in this Agreement.

Section 8.6. Counterparts. This Agreement and any amendments hereto may be executed by the parties hereto in two or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same instrument.

Section 8.7. Conflicts. To the extent that there may be any inconsistency or conflict between the terms of this Agreement and any other agreement or settlement between the parties, the terms of this Agreement shall control.

Section 8.8. Further Assurances. The parties hereto shall cooperate and take such action, give assurances and execute and deliver such documents as may be reasonably required by the other party in order to effectuate the purposes and provisions of this Agreement and to confirm to third parties the existence and good standing of this Agreement.

Section 8.9. Not Assignable. This Agreement is not assignable by the URE, except to an affiliate.

Section 8.10. Successors. This Agreement shall be binding upon and inure to the benefit of the URE and the Township and their respective successors and assigns.

Section 8.11. The Township Not a Joint Venturer. The Township, by making this Agreement or by any action pursuant hereto, will not be deemed a partner or joint venturer with the URE, and the URE and the Township each agree to hold the other harmless for any damages and expenses resulting from such a construction of the relationship of the parties or any assertion thereto.
Section 8.12. Applicable Law. This Agreement shall be governed by and construed under the laws of the State of New Jersey. The parties hereto consent to be sued in New Jersey Superior Court - Warren County in any action to enforce the provisions of this Agreement.

Section 8.13. Modification and Assignment. The terms of this Agreement may not be waived, modified, or changed in any way by implication, correspondence, or otherwise unless such waiver, modification, or change is made in the form of a written amendment to this Agreement signed by both parties. The URE shall not assign or transfer this Agreement without the prior written consent of the Township, except as provided in this Agreement. Any attempted assignment or transfer shall be void unless it is pursuant to the terms of this Agreement.

Section 8.14. Captions and Headings. The captions and headings contained in this Agreement are included herein for convenience of reference only and shall not be considered a part hereof and are not in any way intended to limit or enlarge the terms hereof.

Section 8.16. Waiver. A waiver by the Township of any of the terms and conditions herein shall be in writing and shall not constitute a continuing waiver of said terms and conditions.

Section 8.17. Time of Essence. Time shall be of the essence of all of the terms, conditions, and provisions of this Agreement.

Section 8.18. No Presumption Against Drafter. The parties hereto acknowledge that no provision of this Agreement will be interpreted in favor of, or against, any of the parties hereto because any such party or its counsel performed or participated in the drafting thereof. Each party acknowledges such party has participated in the negotiation of this Agreement and the drafting and preparation of this Agreement, and the parties represent and warrant that they have not been coerced into entering into this Agreement, nor has any person or entity exercised any pressure or undue influence on such party to enter into this Agreement. As a result of the foregoing, should any provision of this Agreement require judicial interpretation, the governmental entity interpreting or construing such provision shall not apply the rule of construction that a document is to be construed more strictly against one party.

***signature page follows***
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed under seal as of the date first set forth above by their duly authorized signatories.

Witness/Attest:

THE TOWNSHIP OF GREENWICH,
a public body corporate and politic

By: Robert Barsomy
Name: Robert Barsomy
Title: Mayor

GREENWICH DUMONT URBAN RENEWAL ASSOCIATES, LLC

By:
Name: M. Brad Ingerman
Title: Authorized Signatory
EXHIBIT A

LEGAL DESCRIPTION

Block 26, Lot 2 on the Official Tax Map of Greenwich Township, Warren County, New Jersey, as approximately depicted on the attached drawing.
EXHIBIT B

RESOLUTION OF NEED
EXHIBIT C

RESOLUTION AUTHORIZING PAYMENT IN LIEU OF TAXES
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<td>Occupancy:</td>
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PRO FORMA

DUMONT ROAD MUNICIPALLY SPONSORED CONSTRUCTION PROJECT
TOWNSHIP OF GREENWICH, WARREN COUNTY, NEW JERSEY

The Township is proposing a municipally sponsored construction program on Block 26, Lot 2. It is Township-owned lot at the corner of Dumont Street and Greenwich Street and is currently used for agriculture. The 14 acre lot is adjacent to both an established neighborhood and the Township’s primary commercial district. The site will be developed with 66 family rental low and moderate income units.

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<th>Construction Cost per Unit(^1)</th>
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Greenwich will partner with an affordable housing developer in the construction and funding of the project. Furthermore, the Township anticipates that funding will come from one or more outside sources to reduce the cost of the program to the Borough. These sources include, but are not limited to, governmental sources such as, but not limited to, Low Income Housing Tax Credits, Balanced Housing and County HOME funds.

\(^1\) Source: Payments in lieu of construction per N.J.A.C. 5:97-6.4(c)3. This figure does not include the land costs since Block 26, Lot 2 is currently owned by Greenwich Township.
9. Furhman Site Documentation
AFFORDABLE HOUSING AGREEMENT
FUHRMAN SITE AFFORDABLE HOUSING DEVELOPMENT

This AFFORDABLE HOUSING AGREEMENT (this “Agreement”) is made and entered into as of the ___st day of February, 2019 by and between the TOWNSHIP OF GREENWICH, in Warren County, a municipal corporation of the State of New Jersey (the “Township”), with an address of 321 Greenwich Street, Stewartsville, NJ 08886, and JAC FARMERS LLC, a New Jersey limited liability company, with a mailing address c/o J.G. Petrucci Co., Inc., 171 State Route 173, Suite 201, Asbury, New Jersey 08802 (the “DEVELOPER”).

RECITALS:

WHEREAS, the DEVELOPER, through an affiliate, is the contract purchaser of a certain parcel of land within the Township of Greenwich identified as Block 40, Lot 1.01 on the official tax map of the Township (the “Property”), as more thoroughly described on Exhibit A attached hereto; and

WHEREAS, J.G Petrucci Co., Inc. and TD+Partners is the Township designated developer of the Property and in furtherance thereof, said entities formed J.G Petrucci Co., Inc. and TD+Partners; and

WHEREAS, the DEVELOPER and/or their affiliates shall jointly form and become members of a to-be-formed New Jersey urban renewal limited liability company (the “DEVELOPMENT ENTITY”), whose sole purpose will be to undertake development of approximately 64 units of affordable family rental housing on the Property, together with such other improvements as may be necessary such as ancillary parking, community space, landscaping, curbing, paving and related amenities (the “Development”); and

WHEREAS, in connection with its ongoing efforts to satisfy the obligations of New Jersey’s Fair Housing Act and the judicial requirements of the Mount Laurel Doctrine, which are currently under the jurisdiction of Superior Court of New Jersey (Vicinage 13) in furtherance of the decision of the New Jersey Supreme Court known as Mount Laurel IV (In the Matter of the Adoption of N.J.A.C. 5:96 and 5:97 by the New Jersey Council on Affordable Housing, 221 N.J. 1 (2015)), the Township has deemed it appropriate to take certain actions in support of the Development as further described herein;

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the parties hereto covenant and agree as follows:

ARTICLE I

DEFINITIONS

Section 1.1. Definitions. Certain terms used in this Agreement are defined in this Section or other portions of this Agreement by reference to other documents. Each term defined
shall have the meaning given it unless the context clearly indicates otherwise. The following terms are defined in this Section:

(a) “Agreement” shall mean this Affordable Housing Agreement, as it may be amended or modified from time to time;

(b) “Development” shall mean the DEVELOPER’s and/or DEVELOPMENT ENTITY’s interest in the Property and the construction of approximately 64 affordable family rental units to be used and maintained in accordance with Section 42 of the Internal Revenue Code; and

(c) “Event of Default” shall have the meaning set forth in Section 7.1 of this Agreement;

(d) “Federal and State Regulations” shall mean any federal and/or state regulations which may apply to the Development from time to time;

(e) “Forced Delay” shall mean delay or delays due to: war; insurrection; strikes; riots; floods; earthquakes; acts of God; fires; casualties; governmental restrictions; litigation; acts or failures to act of any public or governmental agency or entity not attributable solely to the DEVELOPER or affiliates of the DEVELOPER; or any other causes beyond the control or without the fault of the party claiming an extension of time to perform;

(f) “Plans and Specifications” shall mean those plans and specifications that will be developed for the construction of the Development as they may be amended from time to time and as approved by the Township construction official;

(g) “Tax Credit Closing” shall have the meaning set forth in Section 4.1 of this Agreement.

Section 1.2. Headings. The headings of this Agreement are for convenience only and shall not define or limit the provisions of this Agreement.

ARTICLE II

REPRESENTATIONS AND COVENANTS

Section 2.1. Representations and Covenants of the DEVELOPER and/or DEVELOPMENT ENTITY. The DEVELOPER represents and covenants that: (a) the DEVELOPER and the DEVELOPMENT ENTITY are each a duly organized and validly existing limited liability company under the laws of the State of New Jersey; (b) to the best of the DEVELOPER’s knowledge, it is not in violation of or in conflict with any applicable provisions of the laws of the State of New Jersey or any other agreement related to the Development which would impair its ability to carry out its obligations under this Agreement; (c) it is empowered to enter into the transactions contemplated by this Agreement; (d) it has duly authorized the execution, delivery, and performance of this Agreement; (e) there is no litigation or proceeding
pending, or to the knowledge of the DEVELOPER threatened, against the DEVELOPER or to the knowledge of the DEVELOPER, any other person affecting in any material manner whatsoever the right of the DEVELOPER to execute this Agreement or to otherwise comply with its obligations contained in this Agreement; and (f) when executed by duly authorized officers, this Agreement will be binding upon the DEVELOPER and DEVELOPMENT ENTITY and enforceable in accordance with its terms; and (g) the DEVELOPER and/or DEVELOPMENT ENTITY intends to enter into a construction contract in connection with the construction and development of the Development, and that, other than the Municipal Sewer Contribution, the construction and development of the Development shall be at the sole cost and expense of the DEVELOPER and/or DEVELOPMENT ENTITY through its own equity, loan proceeds, proceeds from the sale of low income housing tax credits, and such other sources as may be deemed necessary by the DEVELOPER. The DEVELOPER covenants and agrees that the Property shall be used only for the purposes permitted in this Agreement.

Section 2.2 Representations and Covenants of the Township. The Township represents and covenants that: (a) it is empowered to enter into the transactions contemplated by this Agreement; (b) it has duly authorized the execution, delivery and performance of this Agreement; (c) there is no litigation or proceeding pending, or to the knowledge of the Township threatened, against the Township or any other person affecting in any material manner whatsoever the right of the Township to execute this Agreement or to otherwise comply with its obligations contained in this Agreement; (d) it will cooperate in responding to reasonable requests for action in a prompt and timely manner in order to assist the DEVELOPER and/or DEVELOPMENT ENTITY in meeting its completion deadlines with respect to application for, and compliance with, the federal low-income housing tax credits for the Development; and (e) it will cooperate and transfer the rights in the necessary sewer capacity to serve the Development upon the DEVELOPER and/or DEVELOPMENT ENTITY meeting the terms and conditions stated below herein.

Section 2.3 Pre-Closing Property Testing. Prior to transfer of the Municipal Sewer Contribution to the DEVELOPER in accordance with the terms of this Agreement, the DEVELOPER and/or DEVELOPMENT ENTITY and its representatives, contractors, and agents may from time to time access the Property to conduct due diligence inspections and perform testing (including soil borings and other invasive testing) provided the DEVELOPMENT and/or DEVELOPMENT ENTITY provides the Township with 24 hours’ prior notice of such inspections and testing, maintains, or causes its applicable affiliate to maintain, a policy of commercial general liability insurance in an amount of at least $1 million per claim for such activities naming Township as an additional insured, and promptly restores to its original condition any damage caused by such inspections or testing.

ARTICLE III

ADOPTION OF HOUSING ELEMENT AND FAIR SHARE PLAN

Section 3.1 Adoption of Housing Element and Fair Share Plan; Submission to Court
In connection with the Township’s settlement with Fair Share Housing Center ("FSHC") of the Township’s Mount Laurel IV declaratory judgment action titled In re: Township of Greenwich Compliance with Third Round Mount Laurel Obligations, Docket No. WRN-L-228-15, the Township agrees to include the Development in its Housing Element and Fair Share Plan ("HE&FSP") and to submit the HE&FSP to the Superior Court of New Jersey (Vicinage 13) for review and approval at a combined fairness and compliance hearing as required by the Third Amended Settlement Agreement entered into by the Township and FSHC dated January 22, 2019.

ARTICLE IV

OTHER TOWNSHIP RESPONSIBILITIES

Section 4.1. Municipal Sewer Contribution; 30-Year PILOT.

(a) In connection with its support of the Development, the Township shall either (a) adopt a resolution of need for the Development and a resolution authorizing a 30-year payment in lieu of tax agreement ("PILOT") under the New Jersey Housing and Mortgage Finance Agency Law of 1983, N.J.S.A. 55:14K-1 et seq. (the "HMFA Law"), or (b) adopt an ordinance approving the PILOT under the Long Term Tax Exemption Law, N.J.S.A. 40:20-1 et seq. (the "LTTE Law"), either of which permit the granting of exemptions for real estate taxes to housing projects that meet an existing housing need if the project’s owner agrees to pay to the Township an annual charge (as set forth in the proposal submitted by J.G. Petrucci to the Township and which the Township agreed to accept) for municipal services supplied to the Development. Under the HMFA Law, such exemptions for real estate taxes typically remain in effect for the duration of the NJHMFA permanent mortgage which encumbers the property to which such tax exemption applies. Under the LTTE Law, such exemptions may not exceed 30 years from the completion of construction or 35 years from the date of execution of the PILOT agreement. The resolution of need, PILOT resolution, and PILOT Ordinance will be in substantially the forms attached hereto as Exhibits B, C and D, respectively.

(b) The Township shall cooperate with the DEVELOPER to the extent necessary for the DEVELOPER to establish "site control" with respect to the Property, as may be required by the New Jersey Housing and Mortgage Finance Agency ("NJHMFA"); or any other party, in connection with the Development.

(c) In connection with its support of the Development, the Township shall also convey to the DEVELOPER for one dollar ($1.00) sufficient sewer capacity for the Development (the "Municipal Sewer Contribution") which shall be used by the DEVELOPER and/or DEVELOPMENT ENTITY in connection with the Development on the Property. The Township shall execute and deliver to the DEVELOPER all such documents as are necessary or customary in order to convey the sewer capacity to the DEVELOPER, and the DEVELOPER shall not be required to pay any connection or other fees (other than usage fees at standard rates) as a condition to its connection to, or usage of, the Municipal Sewer Contribution.
Section 4.2. Conditions to Municipal Sewer Contribution. The obligation of the Township to make the Municipal Sewer Contribution to the DEVELOPER shall be expressly conditioned upon the satisfaction of the following:

(a) The DEVELOPER shall be the fee-simple owner of the Property and shall have good and marketable title to same, subject only to non-monetary encumbrances that do not impair the ability of the Development to be developed for the purposes set forth herein, and subject to all mortgages and other deed restrictions required in connection with the financing of the Development;

(b) The DEVELOPER shall, as a result of the Municipal Sewer Contribution, be the owner of sewer capacity sufficient to serve the Development.

(c) The Development shall have received all final major and minor site plan and subdivision approvals and zoning approvals required by the Township in connection with the development of the Development, which approvals the DEVELOPER and/or DEVELOPMENT ENTITY shall diligently pursue;

(d) The Development shall have received all approvals required by the County of Warren (if any) in connection with the development of the Development, including, but not limited to, the Warren County Planning Board and the Warren County Soil Conservation District;

(e) The Development shall have received all approvals required by the State of New Jersey or any department, agency or authority thereof, including, but not limited to, the New Jersey Department of Environmental Protection, the New Jersey Department of Transportation, the New Jersey Highlands Council and the New Jersey Department of Community Affairs; and

(f) The Development shall have received an allocation of federal low-income housing tax credits ("Tax Credits") from the NJHMFA.

Section 4.3. Sale or Transfer. The Development shall not be sold or transferred without the prior written consent of the Township, which consent shall not be unreasonably withheld, subject to all statutory and regulatory requirements and conditions applicable to transfer of the Development. The DEVELOPER agrees that the Township shall not be deemed unreasonable in refusing to consent to the sale or transfer of the Development if (a) the DEVELOPER is in material default under this Agreement or the Federal and State Regulations, and such default has continued beyond any applicable cure period; (b) the Township reasonably believes that the risk of a breach of any covenant or agreement contained in this Agreement would be increased as a result of such sale or transfer; (c) the Township reasonably believes that the prospective transferee has insufficient experience or net worth to operate the Development in a manner satisfactory to the Township, or has willfully violated affordability or management covenants with the Township or other public agencies; or (d) the Township reasonably believes that such sale or transfer will result in the loss of the Development’s exemption from real estate taxes, without satisfactory payment or arrangement therefor. No such sale or transfer shall be effective until the transferee signs an assumption agreement that is acceptable to the Township.
and that obligates the transferee to keep all the covenants and agreements contained in this Agreement.

Notwithstanding anything to the contrary contained herein, the withdrawal, removal and/or replacement of the DEVELOPER's managing member(s) for cause in accordance with the operating agreement of the DEVELOPER which is in effect from time to time (the "Operating Agreement") shall not require the consent of the Township and shall not constitute a default under this Agreement; provided that the substitute managing member shall assume all of the rights and obligations of the removed managing member under this Agreement and the Federal and State Regulations.

Notwithstanding anything to the contrary contained herein, the replacement of the DEVELOPER as a result of the foreclosure of the NJHMFA or other mortgagee shall not require the consent of the Township and shall not constitute a default under this Agreement, provided that, the replacement entity signs an assumption agreement that obligates it to keep all the covenants and agreements contained in this Agreement and/or the Financing, Deed Restriction and Regulatory Agreement that will be recorded in connection with the NJHMFA first mortgage (as applicable).

Section 4.4. Alteration of Development Improvements. No improvements or capital equipment built or installed pursuant to the Plans and Specifications for the Development shall be removed, demolished, or materially altered (other than in the course of construction and operation of the Development), without prior written consent of the Township, such consent not to be unreasonably withheld, except that the DEVELOPER and/or DEVELOPMENT ENTITY shall have the right, without such consent, to remove and replace such equipment as from time to time may become worn out or obsolete. Notwithstanding the foregoing, the DEVELOPER and/or DEVELOPMENT ENTITY shall have the right to reconstruct the Development after a casualty.

Section 4.5. Closing Costs. The DEVELOPER shall pay all title-related closing costs in connection with the closing of the Property, including but not limited to, title and title insurance costs, filing and recording costs, and escrow costs. The Township shall not be liable for any closing costs (whether in-house or third party) which are incurred by the DEVELOPER in connection with the closing of (i) the Tax Credits and/or (ii) any mortgage loans to be made in connection with the Development. Notwithstanding the foregoing, each party shall be responsible for its own legal and professional costs incurred in connection with the closing of the Municipal Sewer Contribution.

Section 4.6. Use of the Property and Sewer Capacity for Affordable Housing Development Only. The Property and the Municipal Sewer Contribution can be used for a low and moderate income person or family development only. In the event the Property ceases to be used for these purposes, title to the sewer capacity shall revert to the Township unless the DEVELOPER continues to use the Development as housing for low and moderate income persons or families.
ARTICLE V

TIMING OF CONSTRUCTION

Section 5.1. Timing of Construction. Subject to the satisfaction of the requirements set forth in Section 4.2 above and such other conditions to the Tax Credit Closing as may be applicable, the DEVELOPER and/or DEVELOPMENT ENTITY shall use commercially reasonable efforts to commence construction of the Development on or before July 1, 2021 or, if the DEVELOPER is not awarded 9% tax credits for its 2020 tax credit application or is not subsequently awarded 4% tax credits (via commitment for 4% tax credit financing by July 31, 2020), such later date to be mutually agreed upon by the parties hereto.

ARTICLE VI

REGULATORY TERMS AND CONDITIONS

Section 6.1. Limitation on the Township’s Obligation. The Township shall not be liable under this Agreement to the DEVELOPER and/or DEVELOPMENT ENTITY or any other party for the completion of, or failure to complete, any activities which are part of the Development except the making of the Municipal Sewer Contribution and the administration of its responsibilities pursuant to this Agreement.

Section 6.2. Equal Opportunity. During the construction of the Development, the DEVELOPER and DEVELOPMENT ENTITY shall not discriminate on the basis of race, color, creed, religion, sex, sexual orientation, age, disability, marital status, condition of Acquired Immune Deficiency Syndrome (AIDS) or AIDS-related complex, national origin or ancestry in the hiring, firing, promoting, or demoting, of any person engaged in the construction work.

Section 6.3. Maintenance of the Development. The DEVELOPER and/or DEVELOPMENT ENTITY shall maintain the Development in good condition and in compliance with all applicable health, safety, building, fire, zoning, subdivision, and environmental laws, regulations, codes and ordinances.

ARTICLE VII

DEFAULT AND REMEDIES

Section 7.1. Events of Default. Each of the following shall constitute an “Event of Default” hereunder:

(a) Failure of the DEVELOPER or the Township to materially comply with terms, provisions, or conditions of this Agreement and failure to cure the same within thirty (30) days of receipt of written notice by the non-defaulting party specifying such failure (or if such failure to perform cannot be cured within thirty (30) days, failure to commence cure within thirty (30) days after receipt of such notice and thereafter diligently pursue such cure within 90 days after receipt of such notice);
(b) Failure of the DEVELOPER or the Township to pay any amounts due hereunder or failure by the Township to make the Municipal Sewer Contribution upon the satisfaction of the applicable requirements of Section 4.2 above, if, in any event, such default continues after ten (10) days following the defaulting party’s receipt of written notice by the non-defaulting party, subject to all applicable notice and cure periods;

(c) Abandonment, cessation, or delay of construction (other than for Forced Delay) for more than ninety consecutive (90) days;

(d) Except as may be expressly contemplated herein, an attachment of the interest of the DEVELOPER in the Property or the Development or the filing of any legal, equitable, or administrative action, not adequately insured, bonded over, dismissed, or adjudicated within 120 days to the reasonable satisfaction of the Township, the effect of any of which would have a material adverse impact on: (1) the DEVELOPER’s title to, or use of, the Development; (2) the DEVELOPER’s and/or DEVELOPMENT ENTITY’s right to construct the Development; or (3) the right of the DEVELOPER and/or DEVELOPMENT ENTITY to use and occupy the entire Development for its intended purposes;

(e) The filing of any voluntary petition in bankruptcy court or otherwise seeking relief from creditors by or against the DEVELOPER or the DEVELOPER’s managing member or the filing of any involuntary petition in bankruptcy not dismissed within ninety (90) days of the date of filing, unless with respect to the managing member of the DEVELOPER, the managing member is replaced without the necessity of obtaining consent from the Township, with the investor member or any affiliate thereof;

(f) The DEVELOPER shall make an assignment for the benefit of creditors, or shall submit in writing its inability to pay its debts generally as they become due;

(g) The DEVELOPER consents to, or acquiesces in, the appointment of a receiver, liquidator, or trustee of itself or of the whole or any substantial part of its properties or assets or a court of competent jurisdiction enters an order, judgment or decree appointing a receiver, liquidator or trustee of the DEVELOPER, or of the whole or any substantial part of the property or assets of the DEVELOPER, and such order, judgment or decree shall remain unvacated or not set aside or unstayed for one hundred twenty (120) days;

(h) Misrepresentation or misstatement of fact when made in any written document and/or written agreement by the DEVELOPER or any of its managing members to the Township that has a material adverse effect on the Township;

(i) Sale or transfer of the Development by the DEVELOPER in violation of Section 4.3 hereof.

Section 7.2. Remedies. Upon the occurrence and during the continuance of an Event of Default under this Agreement,
(a) If the defaulting party is the DEVELOPER, then the Township shall have the right to institute appropriate proceedings to specifically enforce performance hereof;

(b) If the defaulting party is the Township, then the DEVELOPER shall have the right to institute appropriate proceedings to specifically enforce the performance hereof and pursue all other rights remedies available at law or in equity.

Section 7.3. Attorney’s Fees and Costs. In the event of a dispute hereunder, the prevailing party shall be entitled to reasonable attorney’s fees and all other reasonable costs and expenses incurred in connection with the adjudication of such dispute.

Section 7.4. Right to Cure Defaults. In the event of a default under this Agreement where no timeline for cure is given, the defaulting party shall have 90 days from the date of the receipt of written notice of default to cure such default.

ARTICLE VIII

MISCELLANEOUS PROVISIONS

Section 8.1. Agreement Term.

(a) The term of this Agreement shall commence upon the date hereof and, subject to earlier termination (including, without limitation, pursuant to the terms of this Section 8.1, as otherwise provided under this Agreement, or on such date as mutually agreed upon by the parties hereto), terminate on the date on which the NJHMFA Financing, Deed Restriction and Regulatory Agreement shall terminate.

(b) The DEVELOPER agrees to exert commercially reasonable efforts to diligently pursue an award of 9% tax credits for the Development for one (1) round. If it does not obtain an award of 9% tax credits after one (1) round, then the DEVELOPER agrees to exert commercially reasonable efforts to diligently and immediately pursue an award of 4% tax credits for one (1) round. If it does not obtain an award of 4% tax credits after one (1) round or should the regulations applicable to the tax credits change such that the Development would become non-competitive as a result, then the DEVELOPER shall notify the Township of same, and the parties shall discuss alternative financing options for the Development. If, after good faith discussions between the parties, the parties are unable to reach agreement on alternative financing options, either party may terminate this Agreement upon sixty (60) days’ prior written notice to the other party.

Section 8.2. Hold the Township Harmless from Claims. The DEVELOPER hereby agrees to defend and hold the Township harmless from and against any and all claims, actions, damages, liability and expense, including attorney’s fees, in connection with any loss of life, personal injury, damage to property, breach of contract or any other claims, actions, or damages arising from or out of the construction or operation of the Development by the DEVELOPER and/or DEVELOPMENT ENTITY other than and to the extent of those caused by the willful actions or negligence of the Township. The DEVELOPER’s obligations under this Section 8.2
shall terminate upon the issuance of final Certificates of Occupancy for the Development by the Township. This provision shall survive the termination of this Agreement.

During the term of this Agreement, the Township and the DEVELOPER shall each maintain general liability insurance of not less than $1 million per occurrence combined single limit with excess umbrella liability coverage of not less than $5 million. This provision shall survive the termination of this Agreement.

Section 8.3. Notices. All notices given in connection herewith shall be deemed effective upon receipt (as evidenced by the U.S. Mail return receipt or commercial delivery service receipt) or refusal to accept delivery, and shall be given by personal delivery, express overnight delivery service, or placed in the U.S. Mail, registered, with return receipt requested, and postage prepaid. Any of the following parties may effect a change of address for notice purposes by written notice thereof to all of the other following parties:

If to the DEVELOPER:  
[REPLACE WITH ADDRESSEE]  
c/o J.G. Petrucci Company  
171 Route 173, Suite 201  
Asbury, NJ 08802  
Attn: Gregory T. Rogerson

or to such other address as the DEVELOPER may hereafter designate in writing,

with copies to:  
Nee Plata Law LLC  
101 Eisenhower Parkway, Suite 101  
Roseland, NJ 07068  
Attn: Lillian A. Plata, Esq.

If to the Township:  
Township of Greenwich  
321 Greenwich Street,  
Stewartsville, NJ 08886  
Attn: Municipal Clerk

With a copy to:  
Jonathan E. Drill, Esq.  
Stickel, Koenig, Sullivan & Drill, LLC  
571 Pompton Avenue  
Cedar Grove NJ, 07009

If to NJHMFA:  
New Jersey Housing and Mortgage Finance Agency  
PO Box 18550  
Trenton, NJ 08650-2085  
Attn: Director of Regulatory Affairs
The Township shall also provide copies of all notices given in connection herewith to the Investor and its counsel to the extent that they provide written notice to the Township of their contact information.

Section 8.4. Entire Agreement. This Agreement, including the Exhibits incorporated herein, expresses the entire understanding and agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior understandings, agreements, representations, or arrangements, oral or written, between the parties hereto relating to the subject matter of this Agreement, all of which are merged into this Agreement.

Section 8.5. Severability. Each provision of this Agreement is intended to be severable to the extent that such Severability does not materially affect the basic understanding of the parties as reflected in this Agreement. In the event that any one or more provisions contained in this Agreement shall be held to be invalid, illegal, or unenforceable in any respect by a final, non-appealable decision of a court of competent jurisdiction, the same shall not invalidate or otherwise affect any other provision of this Agreement, and this Agreement shall be construed as if such an invalid, illegal, or unenforceable provision had never been contained herein, provided such Severability does not materially affect the basic understanding of the parties as reflected in this Agreement.

Section 8.6. Counterparts. This Agreement and any amendments hereto may be executed by the parties hereto in two or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same instrument.

Section 8.7. Conflicts. To the extent that there may be any inconsistency or conflict between the terms of this Agreement and any other agreement or settlement between the parties, the terms of this Agreement shall control.

Section 8.8. Further Assurances. The parties hereto shall cooperate and take such action, give assurances and execute and deliver such documents as may be reasonably required by the other party in order to effectuate the purposes and provisions of this Agreement and to confirm to third parties the existence and good standing of this Agreement.

Section 8.9. Not Assignable. This Agreement is not assignable by the DEVELOPER, except to an affiliate.

Section 8.10. Successors. This Agreement shall be binding upon and inure to the benefit of the DEVELOPER and the Township and their respective successors and assigns.

Section 8.11. The Township Not a Joint Venturer. The Township, by making this Agreement or by any action pursuant hereto, will not be deemed a partner or joint venturer with the DEVELOPER, and the DEVELOPER and the Township each agree to hold the other harmless for any damages and expenses resulting from such a construction of the relationship of the parties or any assertion thereto.
Section 8.12. Applicable Law. This Agreement shall be governed by and construed under the laws of the State of New Jersey. The parties hereto consent to be sued in New Jersey Superior Court - Warren County in any action to enforce the provisions of this Agreement.

Section 8.13. Modification and Assignment. The terms of this Agreement may not be waived, modified, or changed in any way by implication, correspondence, or otherwise unless such waiver, modification, or change is made in the form of a written amendment to this Agreement signed by both parties. The DEVELOPER shall not assign or transfer this Agreement without the prior written consent of the Township, except as provided in this Agreement. Any attempted assignment or transfer shall be void unless it is pursuant to the terms of this Agreement.

Section 8.14. Captions and Headings. The captions and headings contained in this Agreement are included herein for convenience of reference only and shall not be considered a part hereof and are not in any way intended to limit or enlarge the terms hereof.

Section 8.16. Waiver. A waiver by the Township of any of the terms and conditions herein shall be in writing and shall not constitute a continuing waiver of said terms and conditions.

Section 8.17. Time of Essence. Time shall be of the essence of all of the terms, conditions, and provisions of this Agreement.

Section 8.18. No Presumption Against Drafter. The parties hereto acknowledge that no provision of this Agreement will be interpreted in favor of, or against, any of the parties hereto because any such party or its counsel performed or participated in the drafting thereof. Each party acknowledges such party has participated in the negotiation of this Agreement and the drafting and preparation of this Agreement, and the parties represent and warrant that they have not been coerced into entering into this Agreement, nor has any person or entity exercised any pressure or undue influence on such party to enter into this Agreement. As a result of the foregoing, should any provision of this Agreement require judicial interpretation, the governmental entity interpreting or construing such provision shall not apply the rule of construction that a document is to be construed more strictly against one party.

***signature page follows***
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed under seal as of the date first set forth above by their duly authorized signatories.

Witness/Attest:

THE TOWNSHIP OF GREENWICH,
a public body corporate and politic

By: Robert Barsomy
Name: Robert Barsomy
Title: Mayor

Lynne Partners Lty., LLC

By: 
Name: 
Title: 

Debra Travers
EXHIBIT A

LEGAL DESCRIPTION

Block 40, Lot 1.01 on the Official Tax Map of Greenwich Township, Warren County, New Jersey, as approximately depicted on the attached drawing.
EXHIBIT B

RESOLUTION OF NEED
EXHIBIT C

RESOLUTION AUTHORIZING PAYMENT IN LIEU OF TAXES
## CONSTRUCTION SCHEDULE

**FURHMAN SITE MUNICIPALLY SPONSORED CONSTRUCTION PROJECT**  
**TOWNSHIP OF GREENWICH, WARREN COUNTY, NEW JERSEY**

<table>
<thead>
<tr>
<th>Activity</th>
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<th>Completion Date</th>
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<tr>
<td>Developer Selection:</td>
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<td></td>
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<tr>
<td>Pro Forma Completion:</td>
<td>April 2019</td>
<td></td>
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<tr>
<td>Site Plan Preparation:</td>
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<tr>
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<td>April 2021</td>
</tr>
<tr>
<td>Occupancy:</td>
<td>June 2021</td>
<td></td>
</tr>
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The Township is proposing a municipally sponsored construction program on Block 40, Lot 1.01. It is located at the corner of Voorhees Road and Route 173 and is currently used for agriculture. The site will be developed with 64 family rental low and moderate income units.

### Construction Cost

<table>
<thead>
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<th>Number of Units</th>
<th>Construction Cost per Unit</th>
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<tr>
<td>Multi-family</td>
<td>64</td>
<td>$148,683</td>
<td>$9,512,512</td>
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Greenwich will partner with an affordable housing developer in the construction and funding of the project. Furthermore, the Township anticipates that funding will come from one or more outside sources to reduce the cost of the program to the Borough. These sources include, but are not limited to, governmental sources such as, but not limited to, Low Income Housing Tax Credits, Balanced Housing and County HOME funds.